

Part-I (TECHNO-COMMERCIAL BID)

Sl No	DOCUMENT	Page No
1	Index	1
2	ANNEXURE – I: General Instructions to Tenderer (Valid for e-Procurement only through BHEL GePNIC Portal)	2-4
3	ANNEXURE – II: General Terms & Conditions of Contract.	5-13
4	ANNEXURE – III: Contract Specific Terms & Conditions	14-19
5	ANNEXURE – IV: Scope of Work	20-22
6	ANNEXURE – V: Pre-Qualification Criteria (PQC)	23-24
7	ANNEXURE – VI: Detail list	25
8	ANNEXURE – VII: Acceptance/ No Deviation Certificate	26
9	ANNEXURE – VIII: Format of Self- Certification	27
10	ANNEXURE – IX: FORMAT FOR UNPRICED BID	28

General Instructions to Tenderer

(Valid for e-Procurement only through BHEL GePNIC Portal)

The Contractors who wish to participate should **go through the Tender documents thoroughly** before quoting, to ensure that the Tender process is not aborted / vitiated, due to them.

1.0 Quoting & Signing the Tender

- a. Tender to be submitted through electronic mode only by logging to e-Procurement portal **<https://eprocurebhel.co.in/>**. Physical submission of tender shall not be accepted. It is mandatory to have a valid digital signature certificate (DSC) for submission of tender on e- Procurement portal. (Refer Director (ER&D) order no. AA:DERD:09:SSP dated 21st August,2021)
- b. Vendors interested in participating against an electronic tender are advised to obtain “Digital Signature Certificate” and get themselves registered on “**<https://eprocurebhel.co.in/>**” website well in advance of the tender closing date. BHEL shall not be able to provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer timely against the electronic tender.
- c. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General Terms & conditions, Special Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender and shall form part of the agreement to be entered into.
- d. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- e. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- f. EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form except as specified in tender and **tender without EMD will be summarily rejected**. EMD indicated in the tender may or may not, reflect any specified percentage on value of work. Hence vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.
- g. EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in the online available cover/envelope in GePNIC specified for Techno-commercial bid only.
- h. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned as per options available on the GePNIC portal.
- i. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
 - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of e(a) and e(b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- j. The Bidder shall fill in all the required particulars of the Tender (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- k. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit their Tender in time.
- l. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

- m. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum and within the permissible limits available on the GePNIC portal. If required, documents may be scanned at lower resolutions. However, it shall be sole responsibility of bidder that the uploaded documents are legible.
- n. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.
- o. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- p. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- q. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- r. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- s. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- t. There will be cover types with the name to identify how many covers will have to be submitted by a Bidder for a particular tender. For single part bid single cover system consisting of **EMD Fee/PreQual/Technical/Finance** in one cover, two part bid double covers system consisting **EMD fee details/technical** bid in one cover & **Financial** bid in the second cover and in three part bid three covers system consisting **EMD fee details** in one cover, **Technical** bid in the second cover & the **Financial** bid in the third cover.
- u. Price bid should not be submitted along with the techno commercial bid in the cover type "Fee/ Pre-Qualification/ Technical" specified for techno commercial bid. The price bid has to be submitted separately in the cover type "finance" specified for price bid only.
ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- v. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- w. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- x. The digital signature of the tenderer on the E-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the conditions laid down in the documents unless special deviation is quoted by the tenderer.
- y. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a **"NO DEVIATION STATEMENT"** shall be submitted with the tender (Techno-commercial offer).

2.0 Signing the Tender

- a. The Tender shall be digitally signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

3.0 Date / Time for opening of Tender

- a. The e-Bidding Notice shall be published on e-procurement portal, stipulating the bid submission end date and bid opening date. The bidders are strictly advised to follow date and time as indicated in the e-Bidding Notice. The date and time shall be binding on all bidders.
- b. No Vendor shall be required to be present in the BHEL office for any E-Tender opening process. BHEL does not guarantee opening of tenders at the specified Date and Time which may change due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified, will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honored throughout the period of the Contract.

5.0 Participation

The Parties who have been suspended or black listed or banned by BHEL CFFP, Haridwar or any other BHEL Unit and are under suspension at the time of bid submission will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

6.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of 90 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

Note: -

1. **In case of any ambiguity/discrepancy between any clause of “General Terms & Conditions” and “NIT, Specific Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “NIT, Specific Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.**

GENERAL TERMS & CONDITIONS OF CONTRACT

01. DEFINITIONS:

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) The "CONTRACT" means the documents forming the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Central Foundry & Forge Plant, Haridwar and the contractor together with all the documents referred to therein including General and Specific terms & conditions of contract, specifications, designs etc. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- (b) The "TENDER DOCUMENT" means the form of tender as applicable vide and / or General and Specific Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "SITE" or "SHOP" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (d) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (e) The "EXECUTIVE IN-CHARGE" means any Executive deputed by BHEL to supervise the execution of work or part thereof.
- (f) The "TIME OF COMPLETION" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (g) "PPE's" Personal Protective Equipment - Specialized clothing or equipment worn by workmen for protection against health and safety hazards.

02. DOCUMENT SUBMISSION: -

- i) All documents / annexures submitted with the offer shall be properly attached with the respective sections and pages serially numbered e.g. 1/24, 2/24 and so on. BHEL shall not be responsible for any missing documents.
- ii) Offer & documents submitted along with offer shall be signed & stamped in each page by contractor's authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- iii) The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.

03. AUTHORIZED SIGNATORY: -

The selected bidder shall submit at the time of signing the contract, authorization from Proprietor/Competent authority authorizing an official or officials of the company to discuss, sign agreements/ contracts with BHEL.

04. CHANGE IN CHARACTER OF THE BIDDER: -

In the event, wherein there is any change in the character of the contractor's firm by means of change in structure or the transfer of ownership of the firm, the firm has to inform BHEL well in advance with proper documents that the new entity shall be contractually accountable to BHEL for the contract signed by the original firm. BHEL decision in this regard shall be final and binding on the contractor.

05. OWNERSHIP OF MULTIPLE COMPANIES/ FIRMS: -

To maintain the fairness in bidding, two or more firms with same ownership or agent cannot participate in same tender. In such cases the BHEL has right to cancel/reject the offer/order at any stage.

06. WORKS TO BE CARRIED OUT:

The contractor shall arrange all labour, materials, tools, plant, equipment & transport which may be required for execution of work as specified in tender enquiry, and in the entire execution of work as per BHEL terms and instructions.

07. DEVIATIONS:

Deviation with respect to tender clauses and additional clauses / suggestions / in Techno-commercial bid / Price bid may not be considered by BHEL. Bidders are requested to positively comply with the same.

08. Validity of offer shall be for a minimum period of 90 days from the date of Tender Opening.

09. TAXES, CESS AND OTHER DUTIES:

All charges on account of taxes, cess terminal or GST and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be to the contractor's account.

10. LAWS GOVERNING THE CONTRACT: This contract shall be governed by the Indian Laws.

11. COMPLIANCE TO REGULATION AND BYE LAWS:

The contractor shall conform to the provisions of any statute relating to the work, regulations and bye-laws of any local authorities.

12. ADMISSION TO SITE:

The contractor shall not enter on (other than for inspection purpose) or take possession of the site unless permitted to do so by Executive In-charge. The portions of the site to be occupied by the contractor shall be clearly defined and marked on the site plan, and the contractor will not on any account be allowed to extend his operations beyond these areas.

BHEL reserves the right of taking over, at any time any portion of the site which it requires and the contractor shall at his own expense clear such portion within specified time given by Executive in-charge. The photography of the site of work or any part therein, publishing or otherwise circulation will not be allowed without the prior written permission from the Executive in-charge.

13. CONTRACTORS SUPERVISORS:

The contractor shall either himself supervise the execution of the contract or shall appoint competent authorized representative.

14. LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR:

- The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality required to ensure workmanship of the degree required as per the specifications.
- Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. Contractor will be responsible for good conduct of their employees. In case of any misconduct / misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- BHEL shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.
- The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986.

The relevant statutory provisions of the State Government of Uttaranchal shall also be applicable in Toto.

- The contractor shall observe provisions of the Factories Act 1948 in respect of working hours, holidays, rest intervals, leaves and overtime etc. Also adhere to the provisions of Employee Provident Fund & Miscellaneous Act 1952, Employee State Insurance Act 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965 and provisions of all other such Acts applicable and issued from time to time.
- Any failure to fulfil this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.

15. ACCOMMODATION FOR LABOUR:

The contractors shall arrange accommodation for the work people at his own expenses during the progress of the work. BHEL will not provide any accommodation or place for accommodation to the contractor.

16. MEDICAL EXPENSES:

The contractor shall arrange all the medical expenses of its labour through ESI or at his own.

17. MOBILIZATION PERIOD:

The mobilization period shall be from the date of issue of Work Order or as specified by BHEL.

18. TOOLS AND PLANTS (T&P) AT SITE:

The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T & P) required for the execution of the contract other than those listed in Bill of quantity, which subject to their availability may be given by BHEL on hire basis to the contractor or issued free for use in execution of the work, as specified in the tender documents.

19. SAFETY AND SECURITY:

- a. The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Executive in-charge as he may deem necessary for execution of job.
- b. The contractor shall adopt adequate safety measures and use of protective clothing by all the workmen at site whether engaged or not in actual of work or supervision thereof. The contractor shall ensure that the workmen on site, use appropriate PPE's which is necessary for the health & safety of workmen.
- c. The contractor shall be responsible for safety arrangements of all equipment and PPE's to be used in connection with the execution of the work and shall ensure employment of only trained person to operate the equipment. Only tested equipment, tools, and wires, ropes etc. shall be used and shall periodically be tested to the satisfaction of the BHEL. All test certificates shall be made available to the BHEL at site as and when required. The PPE's and equipment provided by contractor shall comply with BHEL specifications/standards which may be taken from safety department of BHEL.
- d. The contractor shall ensure provision and maintenance of lights, guards, fencing with gates and watching when and where necessary or required by the BHEL or by any one duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- e. The contractor shall abide by all security regulations at site by the BHEL from time to time. The contractor shall provide identity badges to their personnel and workmen, which must be properly displayed by them at site.
- f. The contractor and his personnel / workmen shall be subject to security check by BHEL's own security personnel or CISF (if engaged by the BHEL) for the overall protection of the project.
- g. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to BHEL Executive in-charge in prescribed form.

The contractor will be responsible for all pecuniary liability if any under such circumstances. Contractor shall take all statutory and regulatory approvals and comply with all formalities before start of work for safety and security.

- h. Medical examination of contract employees to be carried out by contractors as per statutory rules and regulations.
- i. Work permit system shall be complied for work at height/excavation/ confined space and other work as per BHEL requirement.
- j. Contractor shall abide specific health and safety requirement as per statutory norms.
- k. The contractor shall ensure/review aspects of appropriate activity hazard analysis and establish safe work procedure.

20. CANCELLATION/SHORT CLOSURE OF CONTRACT:

In case of non-fulfilment of conditions by contractor or otherwise, BHEL reserves the right to cancel the contract at any stage by giving 30 days' notice.

BHEL also reserves the right to short close the contract at any stage giving 30 days' notice to the contractor without assigning any reasons thereof.

21. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS: -

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

22. INSPECTION AND RECORDS:

The contractor shall supervise the work quality through qualified deployed manpower so as to ensure that the Works under this contract are carried out entirely to the quality standards of BHEL.

23. VARIATION OF PRICE: No escalation in cost/price variation will be permitted during the contract period unless the same is specified in the tender.

24. OBLIGATION: -

(A) OBLIGATION OF THE CONTRACTOR

I. CONTRACTUAL

- i. The Contractor shall ensure that adequate no. of workmen is deployed for execution of the work awarded to him for ensuring uninterrupted working.
- ii. The authorized representative of The Contractor shall be available at all time to supervise the work allotted to him.
- iii. The Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and The Contractor should ensure that all the workmen who are not regular employee of The Contractor are having Police Verification. Such workmen should possess requisite skill & experience.
- iv. In case of any misconduct/misbehaviour by any workman, The Contractor will replace such workmen immediately.
- v. It will be responsibility of The Contractor to provide all necessary resources (man and machineries) as may be required, to perform the scope of work. BHEL shall issue necessary plant passes to The Contractor employees and its Contractor's workmen deployed for carrying out the job.
- vi. The Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by their workmen, if the reasons for such act is attributed to the Contractor.

- vii.** The Contractor should ensure proper maintenance and safety of all their equipment along with spares and consumables, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as per applicable statutory requirements at the work place and as notified from time to time.
- viii.** The Contractor shall ensure that all their workmen wear the required PPE (personnel protective equipment) while working on the jobs. The Contractor shall ensure all safety precautions for prevention of accidents of their workmen.
- ix.** The contractor shall ensure payment of minimum wages (as notified) to the contract labour deployed by him.
- x.** The contractor shall ensure payment of wages to their labours latest by 7th date of the following month.
- xi.** In case of any accident, it will be the sole responsibility of The Contractor to provide necessary medical aid to their injured workman and liaison with the concerned authorities i.e. ESI etc.
- xii.** The Contractor will be responsible for up keeping and maintenance of all tools & tackles issued to them. Any loss or damage of the same will be recovered from The Contractor.
- xiii.** In the event of termination of contract for any reason whatsoever The Contractor shall withdraw all their workmen from the premise of BHEL within the specified period. In case The Contractor decides to terminate services of their workmen, The Contractor should settle all terminal dues and shall indemnify BHEL against all such claims.

II. TOWARDS STATUTORY LIABILITY

- i.** The Contractor shall comply with all statutory requirements, rules regulations, and notifications in relation to employment of their workmen issued from time to time by the concerned authorities.
- ii.** The Contractor shall keep BHEL indemnified against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with workmen deployed by him.
- iii.** The liability for any compensation on account of injury sustained by any workman of The Contractor will be exclusively that of The Contractor.

(B) OBLIGATION OF M/s BHEL

I. FACILITIES TO BE PROVIDED BY CFFP, BHEL, (free of cost unless otherwise specified):

- i.** Space inside CFFP's premises for execution of work.
- ii.** Power supply for execution of work as per work requirement.
- iii.** In case any facility used by contractor, the same will be charged in running bills.

25. SPLITTING THE WORK: -

Splitting of work shall be done as mentioned in the tender enquiry (NIT). Splitting shall be done only if there are three or more qualified bidders (N), the distribution shall be limited to (N-1) qualified responses. Rates of L-1 bidder, as finalized, shall be counter offered to the other bidders in case of splitting of order. In case any bidder(s) do not accept the L-1 rates, the counter-offer may be extended to other bidders.

26. EARNEST MONEY DEPOSIT

(a) Vendor is required to deposit the EMD as specified in NIT.

(b) EMD shall not carry any interest.

(c) Modes of deposit:

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).

In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

(d) Forfeiture of EMD

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.
- (e) 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) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

27. SECURITY DEPOSIT(SD):

The contractor shall furnish the security deposit immediately on issue of the Letter of intent/ work order and before the commencement of work.

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

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

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

28. BANK GUARANTEE:

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of the tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the ` as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

29. REFUND OF SECURITY DEPOSIT:

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

30. GOODS & SERVICE TAX: -Bidder has to specify the following in their techno-commercial bid (part I bid in case of two-part bid):

- I.** a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (Harmonized System Nomenclature)/ SAC (Service Accounting Code), description of Goods/Services and applicable IGST/ CGST/ SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II.** a) Unregistered Dealer - In case of unregistered dealer, if GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
- b) Dealer opting for Composition Scheme - In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- III.** Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows: -
- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of GST
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL.
- IV.** In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- V.** In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers. TDS or any other tax on GST shall also be deductible as per prevailing Acts/regulations.

31. PAYMENT TERMS AND PAYMENT PROCEDURE:

Payments will be made to the contractor on successful completion of work on production of bills/ Invoice. The contractor has to submit Monthly Bill, Measurement Book with all necessary documents duly signed by the authorized persons to the concerned department.

Payment shall normally be released every month within 15 days from the date of submission of clear bills along with all supporting documents.

Payments will be made through e-payment system after deduction of Income tax at source as per Income Tax Act. Irrespective of the running payments made by BHEL at different stages, the Contractor shall be entitled to the payment upon successful completion of the works as per the contract only.

BHEL shall have no payment obligation for the period of Force Majeure/ Reasons beyond the control of any party.

32. PENALTY CLAUSE

Because of delay attributed to contractor, the contractor fails to complete work on or before the scheduled date of completion, a penalty amounts equal to 0.50 percentage of the contract value/ unexecuted portion (as applicable) for every week of extension sought beyond the scheduled date of completion up to max. 10 % of the contract value shall be imposed on contractor. Such amount may be adjusted or setoff against any sum payable to the contractor under this or any other contract.

No penalty shall be imposed on contractor for the period of Force Majeure/ Reasons beyond the control of any party.

33. RECOVERY FROM THE CONTRACTOR:

Whenever under the contract any amount becomes recoverable from the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

34. RISK PURCHASE CLAUSE: -

In case of delays in supplies / defective supplies/ incomplete work or non-fulfilment of any other terms and conditions given in Work Order, BHEL may cancel the work Order in full or part thereof and may also make the procurement of such material/service from elsewhere / alternative source at the risk and cost of the supplier/contractor. BHEL will take all reasonable steps to get the material/service from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

35. BENEFITS TO MSE BIDDERS: -

Benefits to MSEs bidders as applicable shall be given as per rule upon submission of Udyam Certificate along with certificate from Chartered Accountant or any other applicable document.

No benefits shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

36. BENEFITS UNDER MAKE IN INDIA: -

Benefits under make in India order 2017 and subsequent shall be extended as per rules if applicable.

37. SETTLEMENT OF DISPUTES/ ARBITRATION

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed with mutual consent of the parties. BHEL shall suggest 3 names out of which the contractor will have to select the arbitrator. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction

38. FORCE MAJEURE CLAUSE

Notwithstanding any other thing contained anywhere else in the contract in case the discharge of obligation under the contract by either party is impeded, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective contract date.

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
 - b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
 - c) Rebellion, revolution, insurrection, civil war etc.
 - d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
 - e) Riots, commotions, strike unless restricted to the employees of supplier.
 - f) Acts of terrorism.
 - g) Change in law/ Regulation making the performance impossible.
- The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

39. FRAUD PREVENTION POLICY: -

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website

<http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

40. EVALUATION IN CASE OF MORE THAN ONE L-1 BIDDER: -

In the course of tender evaluation, If more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding to the bidders

41. QUOTED RATES: -

Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.

- e) 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.
- f) 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
- g) 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 as above.

42. REVERSE AUCTION: As mentioned in NIT. “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 bid of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders on 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.”

CONTRACT SPECIFIC TERMS & CONDITIONS

- 1- Validity of the contract shall be 12 month.
- 2- L-1 status shall be decided on total value of contract i.e. total value as per PRICE BID. Work shall be split between two contractors in a ratio of 60:40, if applicable.
- 3- All the related machines , tools & tackles etc. Involved in upgradation of Steel castings shall be provided by BHEL.
- 4- Contractor has to quote one welding rate whereas based on complicity “Quoted rates” shall be multiplied by Complicity/rate factor for billing. Refer page related to **Details of Welding grades & complicity/rate factors.**
- 5- Tendered Quantities are based on planned production profile of Steel Foundry of next one year. Thus it is not fixed and may vary depending upon the production requirements and other production variables during the contract period. L-1 Status shall be decided on overall value of the tendered Quantity .Examples of castings to be welded as per attached list.
- 6- The Contractor has to deploy adequate nos. of supervisors and skilled/semi-skilled /un-skilled manpower so as to complete the work in the specified completion period. In addition to this, the contractor must provide additional manpower as required at any stage of work for smooth execution & timely completion of work without any extra cost to BHEL. It is estimated that the contractor may have to engage more than 20 labours on a single day during execution of work.
- 7- **This tender/contract is mainly for Steel casting’s welding activities requiring welding with Shielded metal arc welding (SMAW)/ manual metal arc welding (MMA or MMAW)/ Stick Welding process, however it also covers other metal-grade castings like Cast Iron , Inconel etc . where welding requires similar scope of work as Steel grades. Detailed activity sequence & processing parameters shall be provided by BHEL exclusively for such castings.**
- 8- “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.”
- 9- Allotment of castings shall be done by BHEL. Contractor will not have any choice for selecting jobs.
- 10- Minimum labour deployment must be in line with safety parameters/norms and decision of Engineer – Incharge in case of “minimum labour to be deployed for work execution” will be final and binding on contractor.
- 11- “The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice”.
- 12- Contractor should maintain a register to note down the details of job allotted to him.
- 13- Supervision of the work is to be done by the contractor or his representative. The Contractor or his representative must meet the shop in-charge on daily basis to show the work done by him.
- 14- As and when required, work is to be carried out in all the three shifts, Sundays & Holidays.
- 15- In the course of evaluation, if more than one bidder happens to occupy L-1 Status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts , the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.
- 16- GST on Service rendered /bill Value shall be reimbursed to contractor on timely filing of online returns and deposit in Government account after verification on GSTN.

- 17- BHEL reserve the right to short-close the awarded work-order at any stage without assigning any reason thereof.
- 18- The complicacy/ rate factor for any new grade or new welding processes shall be determined separately with concerned Technology.
- 19- Quoted rates should not be linked to quantity, BHEL;CFFP reserves the right to award part quantity or not to award any quantity. Also, Tendered/Awarded quantities are tentative, there may be variation in actual executed quantities, and contractor shall have no claim for the unexecuted quantities.

<u>Details of Welding grades & compicacy/rate factor</u>					
Sl No.	Level of Compicacy	Grades	Details	Compicacy/ Rate Factor	Examples of castings
1	Low compicacy	AA19511, AA19521, ASTM ASTM 148 GR 80-5 R 00 & Other pulveriser group castings of C-Mn Steel	<ul style="list-style-type: none"> • Low preheating Temperature. • High interpass temperature • Comparatively lenient NDT requirement • High weldability • Simple geometry & having less contours 	0.84	Bowl, Bowl Hub, and other similar castings
2	Medium compicacy	HY19570, HY19567, HY19562, HY19561 & casting of steam/ industrial turbines of equivalent grades.	<ul style="list-style-type: none"> • Low preheating Temperature. • High interpass temperature • Stringent NDT requirement • High weldability • Volute, pipe & chambers in castings. 	0.97	Outer Casing , Compressor Casing and other similar castings
3	High compicacy	HW19578, HY19571, HY19573, HW19581, HW19576, AA19542, ASTM A743 CA6NM, MDL grade, SBL grade & other creep resistant & stainless steel castings of equivalent grades.	<ul style="list-style-type: none"> • Moderate/ High preheating Temperature. • Moderate/High interpass temperature • Stringent NDT requirement • Moderate weldability 	1.00	Runner Blade, Impeller blade, Crown, Skirt, HP Outer Casing, HP Inner Casing , Turret & Other Similar castings
4	Very High compicacy	HW19683, HW19689, HW19688, IN625 & equivalent supercritical / super alloy grades	<ul style="list-style-type: none"> • Moderate/ High preheating Temperature. • Moderate/High interposes temperature • Low range b/w preheat & interposes temperature • Stringent NDT requirement • Difficult to weld • High tendency of cracking due to inappropriate temperature. 	1.19	HP Inner Casing, HP Outer Casing Inlet End, IP inner Casing, IP valve casings, HP valve casings and other similar castings

NOTE:

1. Rate of 1 Kg. weld deposit of LOW complicity grade = Quoted Welding Rate X 0.84
2. Rate of 1 Kg. weld deposit of MEDIUM complicity grade = Quoted Welding Rate X 0.97
3. Rate of 1 Kg. weld deposit of HIGH complicity grade = Quoted Welding Rate X 1.00
4. Rate of 1 Kg. weld deposit of VERY HIGH complicity grade = Quoted Welding Rate X 1.19

Example of castings with respect to level of complicity, grade & welding Category
1. Low Complicity

SL. NO	NAME OF CASTING	DRG. NO.	CASTING SL. NO.	MAT. GRADE	SIMILAR/NEAREST NATIONAL/ INTERNATIONAL STANDARD	DESP. WT. (MT)
1	DS BODY	0.212.01.20503 R00	2	ASTM 148 GR 80-5 R 00	ASTM 148 GR 80-5 R 00	31.300
2	US BODY	0.212.01.20502 R00	3	ASTM 148 GR 80-5 R 00		14.300
3	BFV DOOR TRUNNION LEFT	0.216.01.20504 R00	2 L	ASTM 148 GR 80-5 R 00		17.700
4	SUPPORT COVER FOR DS BODY	0.212.01.20503 R00	4 SC	ASTM 148 GR 80-5 R 00		2.000
5	CYLINDER COVER CASTING	0.204.07.21905 R01	1	AA 19521 R08	IS2708 GR 1/ BS3100 GR A4 / ASTM A148 50-80	5.890
6	BOWL HUB	1.611.10.01654 R03	280	AA 19511 R09	ASTM A216 -WCC/WCB /WCA	7.503
7	BOWL	0.611.04.00895 R00	244	AA 19511 R09		8.850

2. Medium Complicity

1	CYLINDER CASTING	1.204.07.21102 R02	4	IS 2708 R00	IS 2708 R00	8.3
2	RUNNER HUB CASTING	1.204.07.21101 R01	1	IS 2708 R00		30.2
3	OUTER CASING LH	1.301.01.10285 R00 V01	10 LH	HY19570	EN 10213 :GP240GH	4.4
4	OUTER CASING LH	1.301.01.10294 R00 V01	10 LH	HY19570		4.4
5	OUTER CASING UH	1.301.01.10285 R00 V00	14 UH	HY19570		6.2
6	OUTER CASING UH	1.301.01.10294 R00 V00	14 UH	HY19570		6.2
7	COMPRESSOR CASING LH	0.331.05.10078 R00 V01	1 LH	HY 19562 R 02	ASTM A216 -WCC/WCB /WCA	6.5
8	COMPRESSOR CASING UH	0.331.05.10078 R00 V01	1 UH	HY 19562 R 02		4.9
9	COMPRESSOR CASING LH	0.331.05.10079 R00 V00	1 LH	HY 19562 R 02		10.0
10	COMPRESSOR CASING UH	0.331.05.10079 R00 V00	1 UH	HY 19562 R 02		8.0
11	COMPRESSOR CASING LH	0.331.05.10081 R00 V01	1 LH	HY 19561 R05	ASTM A352-12, Gr-LCB	7.7
12	COMPRESSOR CASING UH	0.331.05.10081 R00 V01	1 UH	HY 19561 R05		5.7

3. High Complicity

1	IMPELLER BLADE	0.204.07.18403 R03	3 P1	ASTMA743CA6NM R0	ASTMA743CA6NM R0	1.950
2	IMPELLER BLADE	0.204.07.18403 R03	2 P2	ASTMA743CA6NM R0		2.550
3	IMPELLER CROWN	0.204.07.21503 R00	6 C	ASTMA743CA6NM R0		26.300
4	IMPELLER SKIRT	0.204.07.21203 R00	2 S	ASTMA743CA6NM R0		11.980

5	FRANCIS RUNNER	0.204.07.99901 R00	1	ASTMA743CA6NM R0		11.600
6	SS RUNNER BLADE CASTING	0.204.07.19303 R00	31	ASTMA743CA6NM R0		2.400
7	HP OUTER CASING	0.105.01.19901 R03	3	HW 19581 R04	EN 10213 :G17CrMov5-10	46.000
8	GUIDE BLADE CARRIER UH	0.111.01.50902 R00	18 UH	HW 19581 R04		5.540
9	HP INNER CASING UH	0.105.02.09901 R13	64 UH	HW 19581 R04		11.000
10	HP INNER CASING LH	0.105.02.09901 R13	64 LH	HW 19581 R04		11.000
11	GUIDE BLADE CARRIER LH	0.111.01.50902 R00	20 LH	HW 19581 R04		5.640
12	HP INNER CASING UH	0.105.02.02901 R05	5 UH	HW 19581 R04		7.500
13	HP INNER CASING UH	0.105.01.19502 R08	6 UH	HW 19581 R04		4.800
14	HP OUTER CASING - Ex. End	0.105.27.56901 R04	24 X	HW 19581 R04		27.800
15	IP INNER CASING UH	0.106.02.18901 R10	55 UH	HW 19581 R04		8.385
16	IP INNER CASING LH	0.106.02.18901 R10	55 LH	HW 19581 R04		8.385
17	HP OUTER CASING	0.105.01.09901 R12	14	HW 19581 R04		46.000
18	IVCV CHEST LH	0.113.21.11902 R00	1 LH P2	HW 19581 R04		1.150
19	IVCV CHEST LH	0.113.21.11902 R00	2 LH P1	HW 19581 R04		1.150
20	IVCV CHEST UH	0.113.21.11901 R01	1 UH	HW 19581 R04		6.760
21	HP INNER CASING LH	0.105.02.02901 R05	6 LH	HW 19581 R04		7.500
22	TURRET CASTING	172.10.073 CBRBC	167	SBL-2R	Armour Grade	5.800

4. Very High Complicacy

1	HP OUTER CASING - In. End	0.105.26.30901 R00	8 N	HW 19688 R04	GX12CrMoVWNbN10-11/P91-1	37.663
2	HP VALVE CASING (Sup. Crit.)	0.112.22.30901 R01 V00	7 V00	HW 19688 R04		21.700
3	HP VALVE CASING (Sup. Crit.)	0.112.22.30901 R01 V01	7 V01	HW 19688 R04		21.700
4	HP INNER CASING (Sup. Crit.)	0.105.02.56901 R04 V01	25 LH	HW 19683 R02	GX12CrMoVNB9-1/P91/ C12A ASTM A217M & CODE CASE 2192-5	20.300
5	HP INNER CASING (Sup. Crit.)	0.105.02.56901 R04 V01	28A UH	HW 19683 R02		20.300
6	IP INNER CASING (Sup. Crit.)	0.106.02.56901 R02 V00	16 UH	HW 19683 R02		29.100
7	IP INNER CASING (Sup. Crit.)	0.106.02.56901 R02 V00	15 LH	HW 19683 R02		32.511
8	IP VALVE CASING (Sup. Crit.)	0.113.21.31901 R00 V01	9 UH	HW 19683 R02		12.702
9	IP VALVE CASING (Sup. Crit.)	0.113.21.31901 R00 V00	10 UH	HW 19683 R02		12.702
10	IP VALVE COVER	2.113.20.56901 R00	73	HW 19683 R02		4.820

	(Sup. Crit.)	V00				
11	IMPELLER CASTING	0.183.50.10030 R03	1	FP 50717 R02	ASME BPVC II A, SA-995 GRADE 2A	0.643
12	COMPRESSOR CASING	0.183.50.20026 R00	4	FP 50717 R02		3.750

1. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below:

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

c) Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs) (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

1. The Contractor shall necessarily buy Death cum Accidental insurance policy for all of his workforce to be deployed under the contract before commencement of work. The insurance Policy should cover the following compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs) (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)

2. The Contractor shall Indemnify and keep BHEL indemnified against any loss/claim which is brought against BHEL by third party on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.

3. NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.

4. The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote itself.

5. Contractor has also to provide Uniform, Shoes and PPE.s for the manpower and to ensure their usage.

Note:

a. Quoted rates should not be linked to quantity, BHEL; CFFP reserves the right to award part quantity or not to award any quantity. Also, Tendered/Awarded quantities are tentative, there may be variation in actual executed quantities, and contractor shall have no claim for the unexecuted quantities.

b. To affect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfil any of his obligations. BHEL shall levy overheads of 5% on all such payments along with interest as defined elsewhere in the GCC.

SCOPE OF WORK

Welding of casting includes operations like fabrication/part-assembly/ joining works/ etc. to make casting as per specification. Some of the general instructions are as following: -

- 1.** After getting the casting Pre-heat the casting as per Process sheet/ Welding Card.
- 2.** Cover the casting with asbestos cloth to maintain the required temperature.
- 3.** Weld the casting with electrodes as recommended in the Welding Card.
- 4.** After completion of welding, post-heat the casting as per instructions given in Welding Card.
- 5.** Ensure only qualified welders are put on the job.
- 6.** Weld the excavated area.
- 7.** Use Electrode Withdrawal Slip for drawing electrodes.
- 8.** Issue electrode only on the basis of filled in withdrawal Slip.
- 9.** Welding volume of rework found in defect welding shall be considered as per Annexure-1.
- 10.** Electrode butts & slag generated put in separate bins provided by department on daily basis.
- 11.** To keep Welding area clean by doing complete housekeeping daily in all shifts. This responsibility will be totally of the contractor & failure in same will entail suitable action against him.
- 12.** Contractor shall be responsible for loss of tools, instruments & as deemed fit recovery for loss/damage shall be made from contractor's bill.
- 13.** For Welding unit of measurement shall be in Kgs. The actual weld deposit only will be considered for each job. The calculation of welding expenditure is on the basis of actual weld deposit duly certified by shop QC/FFT/WT.

Annexure-1.

(Related to welding)

Following types of welding done at different stages will not be considered as REWORK welding and contractor will get full payment for the same.

- A1. Welding after Initial UT & MP
- A2. Welding after Initial RT
- A3. Welding after initial Marking.
- A4. Welding of defects revealed during MPI/DP after SR/HT
- A5. Welding due to distortion during PWHT (Through shop/dimensional group feedback).
- A6. Technological welding/Tickly welding/Windows/ wall thickness
- A7. Welding due to new welding technology adopted
- A8. Welding due to wrong marking/center shift at earlier stages and done at later stages before dispatch (duly supported by dim report/shop feedback).
- A9. UT defect revealed at new places/
- A10. Welding due to cracking of casting abruptly especially in volutes & chambers.

For point No.8, 9 & 10 a feedback shall be generated by Welding Technology/ QC/FFT and shall be given to shop suggesting preventive measures for future.

Following types of welding shall be considered as REWORK.

- B1. UT defects revealed at the same place
- B2. RT defects revealed at the same place

Regarding deduction of payment:

1. The rework welding mentioned in bill shall be duly verified by shop and QC/FFT.
2. Deduction of payment from contractor's bill on account of REWORK shall be made based on following
 - a) 1st time REWORK% of initial welding (A1 to A10)
 - b) Position and accessibility of the area of weld deposition where REWORK has occurred. This Includes Fabrication Welding and castings feasting joints which undergoes RT

Regarding amount of deduction of payment:

- a) 5% of REWORK in Initial Welding shall be exempted from deduction of payment from Contractor's bills due to following constraint

- Welding is manual process and labour intensive.
- Large volume deposits in castings more than 60 Kgs/T
- To eliminate small volumetric defect, larger excavation required to prepare for NDT & Welding
- Stringent quality requirement.

b) 10% of REWORK to be exempted from deduction of payment for category (B) mentioned above due to following constraint.

- Less experience of fabrication welding.
- In RT testing it is difficult to access depth of defect so additional defect excavation required.
- Intricate inner chamber and volute of castings.

After exempting the above amounts of REWORK for the rest amount of REWORK payment shall not be done to contractor. i. e. the contractor shall be paid only for the:

Total amt. of weld deposition - rework welding amount + amt. of weld deposition of exempted.

PRE-QUALIFICATION CRITERIA (PQC)

This section details minimum requirement on part of the Bidder for the works contracts for “Welding of Steel castings” tender no. FF/24/PSF/RV/WC/06. In general, the bidder must satisfy following criteria:

SI no.	Details	Requirement from vendor	Vendor's Response Yes/ No
1.	<p>Technical Suitability: Bidder must submit proof of having carried out work of similar nature during last 7 years ending last day of month previous to the one in which NIT is invited. The bidder should have executed operation successfully as below</p> <p>Welding/Fabrication of Steel Castings /industrial components in which the weldments subjected to Quality check NDT (UT/RT & MP/DP) as per National / International /equivalent industrial codes.</p> <p>Only welding with Shielded metal arc welding (SMAW)/ manual metal arc welding (MMA or MMAW)/ Stick Welding process will be considered.</p> <p>Note: Merely Labor supply contracts will not be considered for qualification of PQC.</p>	<p>Bidder to submit required supporting documents</p> <ol style="list-style-type: none"> 1. Work order copies 2. Performance certificates of submitted work order from the customers to whom services were provided. The performance certificate & work order should clearly indicate the following details: <ol style="list-style-type: none"> a. Period of work b. Customer details (Name of company, address, phone nos., email, web address, if any) c. Brief scope of work 3. Bidder to submit supporting documents to confirm that welding/fabrication of steel castings/industrial components as specified for at least 2500 Kgs weld deposition weight (cumulative quantity in last 7 years ending last day of month previous to the one in which NIT is invited) to steel grades. The bidder shall also provide supporting documents which can correlate <ul style="list-style-type: none"> - NDT requirement of weldment, - Welding procedure adopted, - Specification of material to be welded <p>Or</p> <p>All the confirmation/ performance certificate/ submitted work orders from customers should result in confirmation of cumulative minimum quantity of 2500 Kgs weld deposit (cumulative quantity in last 7 years ending last day of month previous to the one in which NIT is invited) which were subjected to Quality check NDT (UT/RT & MP/DP) as per National/ International /equivalent industrial codes.</p> <p>In this regard, the issuing authority may state that “Bidder has successfully completed SMAW welding of steel castings/industrial components of minimum quantity of --- Kgs (as per the issued Work order) which were subjected to Quality check NDT (UT/RT & MP/DP) as per National/ International /equivalent industrial codes”.</p> 	

2.	Financial Position- Vendor to submit Copy of ITR/ Audited Balance Sheet for any 3 consecutive financial years in last 4 financial years ending 31st March of F.Y.- 2023-24	Bidder to take note and confirm	
2.1	Average Annual Financial Turnover during the last 3 years, ending 31st March of the previous financial year (2023-24), should be at least Rs. 20.63 lacs.	Bidder to take note and confirm	
2.2	<p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which NIT is invited should be either of the following:</p> <p>a) Three similar completed works costing not less than the amount equal to Rs. 27.51 Lacs (exclusive of taxes)</p> <p style="text-align: center;">OR</p> <p>b) Two similar completed works costing not less than the amount equal to Rs. 34.38 Lacs (exclusive of taxes)</p> <p style="text-align: center;">OR</p> <p>c) One similar completed works costing not less than the amount equal to Rs. 55.01 Lacs (exclusive of taxes)</p>	Bidder to submit required work order copies of the work, along with performance certificate from the customer to whom services were provided. The work order copies should clearly indicate the customer detail, scope of work (similar in nature as mentioned above in cl. 1) and total value of work.	

1. MSE's (Micro & Small Enterprise) & Start-ups as defined in MSMED Act and/or Govt. Policy are exempted from clause 2.1 & 2.2 of above-mentioned qualification criteria as per clause no 3 and 4 of Circular No 1(2)(1)/2016-MA dated 10th March, 2016 of Ministry of MSME, GOI.
2. For such exemptions, Bidders must submit documents undisputedly establishing them as a MSE or Start-Up entity, in the area as detailed in clause 1, valid as on the date of Tender Opening. Such documents shall include certificate of in-incorporation, registration certificate, UDYAM certificate.
3. BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false/ incorrect, the offer submitted by vendor shall be rejected.

CHECKLIST**Subject:** Submission of Latest Detail by bidder.**Sir,**

Our Latest detail may please be updated in your records; details are as below-

Parameter	Yes/No/NA	Detail
Name of Company/ Business Firm		
Type of Company/ Business Firm (Pvt. Ltd/ Ltd/ Partnership/ proprietorship)		
Company/ Business Firm Email ID		
Company/ Business Firm Postal Address		
Name of Owner		
Owner Mobile No.		
Owner Landline No.		
Contact Person		
Mobile No.		
Contact Person Email ID		
GST No. (Copy Attach)		
PAN No. (Copy Attach)		
PF No. (Copy Attach)		
ESI No. (Copy Attach)		
MSME Status (Yes/No)		
Udyam Certificate for MSME to be submitted		
Registered under category (Micro / Small / Medium)		
PQC/ General and Special Terms & Conditions		
Completion certificate (Copy Attach)		
Remarks, if any		
Contractor's Sign & Stamp on each submitted page		

Supporting documents, if any, to be submitted with tender.

Sign & seal of Contractor

Acceptance/ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of above tender.

SELF-CERTIFICATION

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P45021/2/2017-PP (BE-II) dated 28.05.2018, 29.5.2019, 04.6.2020 and amendment dated 16.09.2020, it is hereby certifying that we
(supplier/Vendor name) are (Class-I/Class-II) local supplier and will meet the requirement of minimum local content of (50%/20%) as defined in public procurement order dated 04.6.2020 for Tender
NIT No:.....

Details of location at which local value addition will be made is as follows: -

Tender Item Sr. No.	Local Content Calculated (%)	Imported Content including all Custom Duties (%)	Location of Value Addition

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

Note:
“For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), order 2017 dated 17-07-2024. Issued by DPIIT, in case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”.

Seal & Signature of Supplier/Vendor

Important note:

1	GST Payable shall be extra as applicable.
2	Contractor has to fill his quoted rates in columns given above (in digits & words both). In case of any difference between rates filled/quoted in <i>digits</i> & <i>words</i> by the contractor, only rates filled/quoted in <i>words</i> shall be acceptable. Incomplete/wrong/over-written forms shall be Countersign by the contractor.
3	L-1 shall be decided on Total quoted value.

(Signature and Seal of the Contractor)
