

Annexure-1

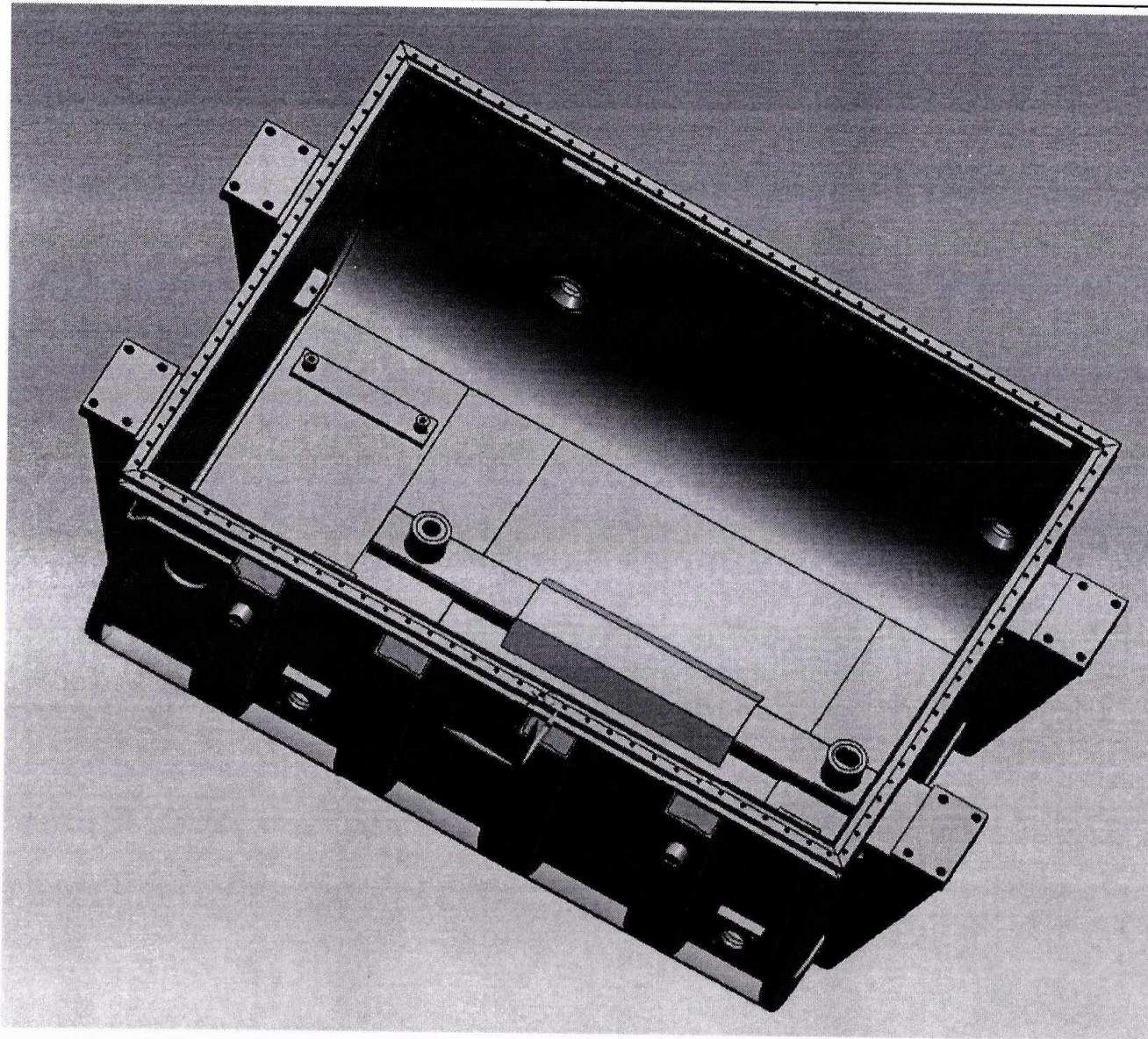
Machined Components in Loco Tank

SL NO	DESCRIPTION	DRAWING NO.	QTY per Tank(No.)
1	Machining of tank support as per drg no- 337618TT006 rev-00	337618TT006 rev-00	4
2	Machining of mounting as per drg no-337618TT010 rev-00	337618TT010 rev-00	2
3	Machining of flange (150x150x50) as per drg- no- 337618TT017 rev-00	337618TT017 rev-00	4
4	Machining of plate 370 long (HSTN423890P0001) as per drg no- 337618TT022R0001 item no-1	337618TT022R0001 item no-1	1
5	Machining of plate 440 long (HSTN423889P0001) as per drg no- 337618TT023R0001 item-2	337618TT023R0001 item-2	1
6	Machining of flange (Tank support) as per drg no- 437618TT002P0001	437618TT002P0001	4
7	Machining of parts of piping (dia200x160) as per drg- HSTN423967R0001	HSTN423967R0001	1
8	Machining of flange (dia140x40) as per drg no- 437618TT014R0001	437618TT014R0001	1
9	Machining of bushing plate as per Dwg no. 137618TT007R0001	137618TT007R0001	1
10	Machining of bushing plate as per Dwg no. 137618TT007R0002	137618TT007R0002	1
11	Machining of bushing plate as per Dwg no. 137618TT007R0003	137618TT007R0003	1
12	Machining of Expansion Tank Flange With Plate as per Dwg no. 337618TE006	337618TE006	1
13	Machining of Expansion Tank Flange With Plate as per Dwg no. 337618TE003	337618TE003	1



02/09/2022

ANNEXURE-2 ANATOMY OF TRANSFORMER TANK



TRANSFORMER TANK:

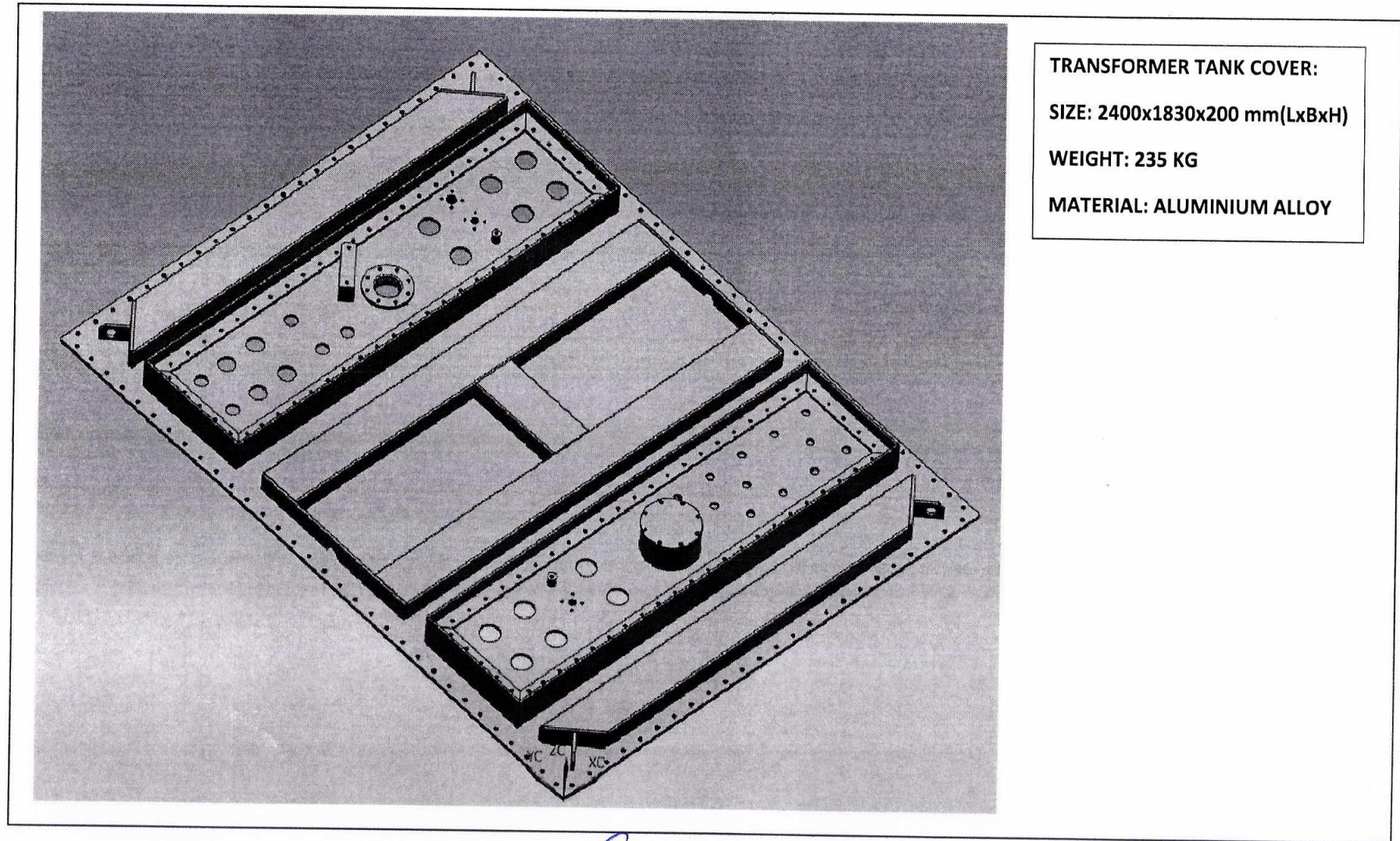
SIZE: 2856x1830x967 mm(LxBxH)

WEIGHT: 663 KG

MATERIAL: ALUMINIUM ALLOY

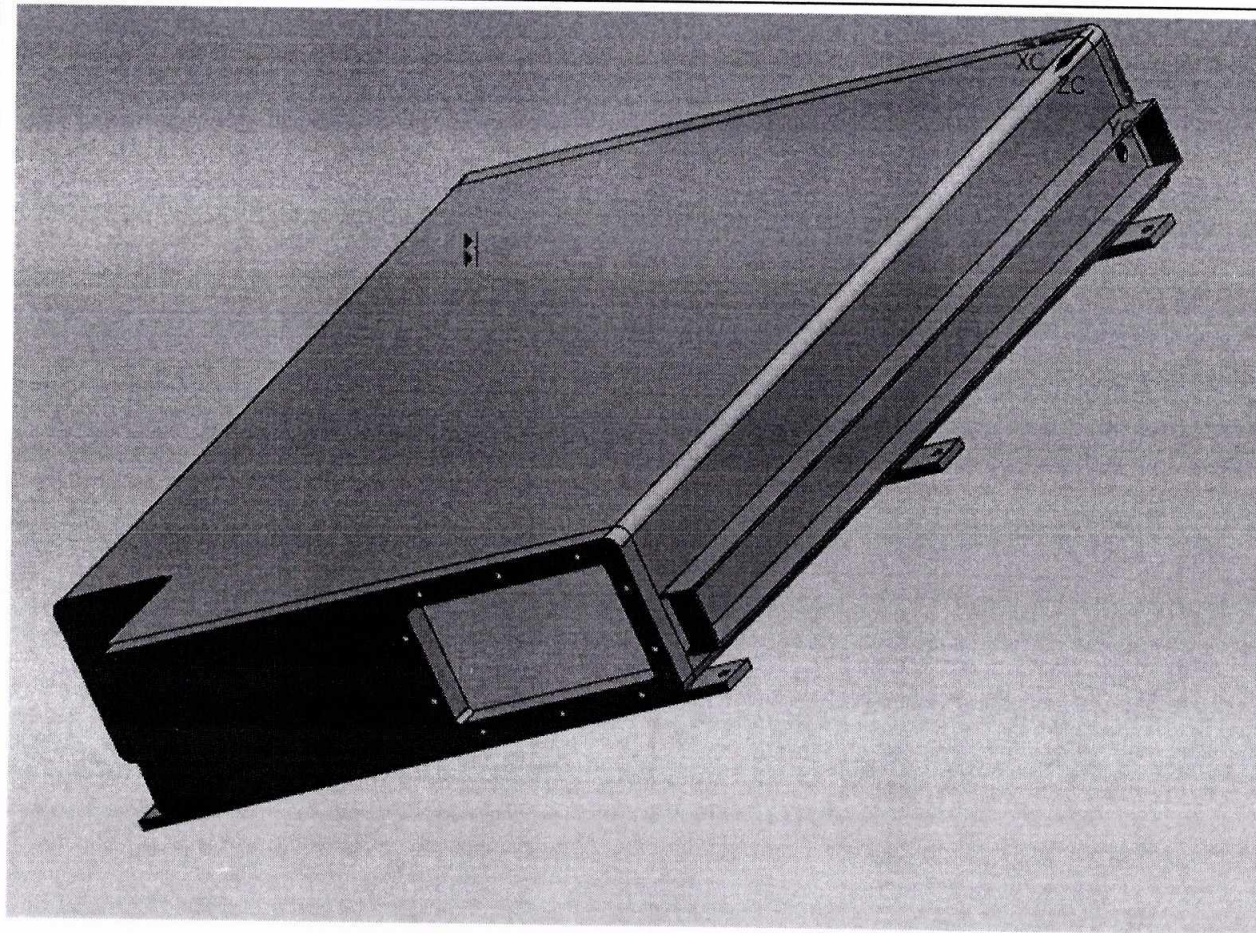
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ANNEXURE-2 ANATOMY OF TRANSFORMER TANK



Signature
02/04/2022

ANNEXURE-2 ANATOMY OF TRANSFORMER TANK



CONSERVATOR TANK:

SIZE: 1080x820x180 mm(LxBxH)

WEIGHT: 40 KG

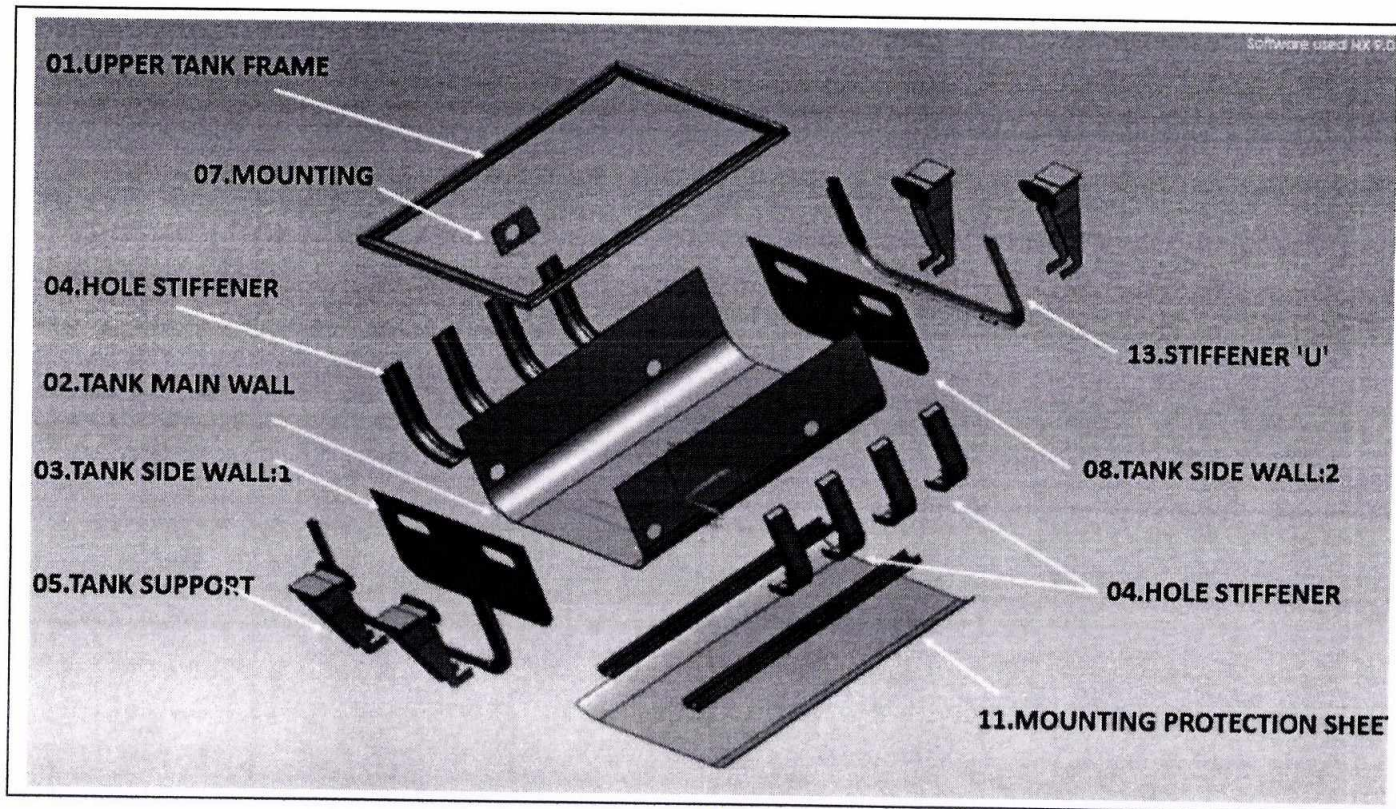
QTY: 02 NOS PER TANK

MATERIAL: ALUMINIUM ALLOY

Signature
21/09/2022

ANNEXURE-2 ANATOMY OF TRANSFORMER TANK

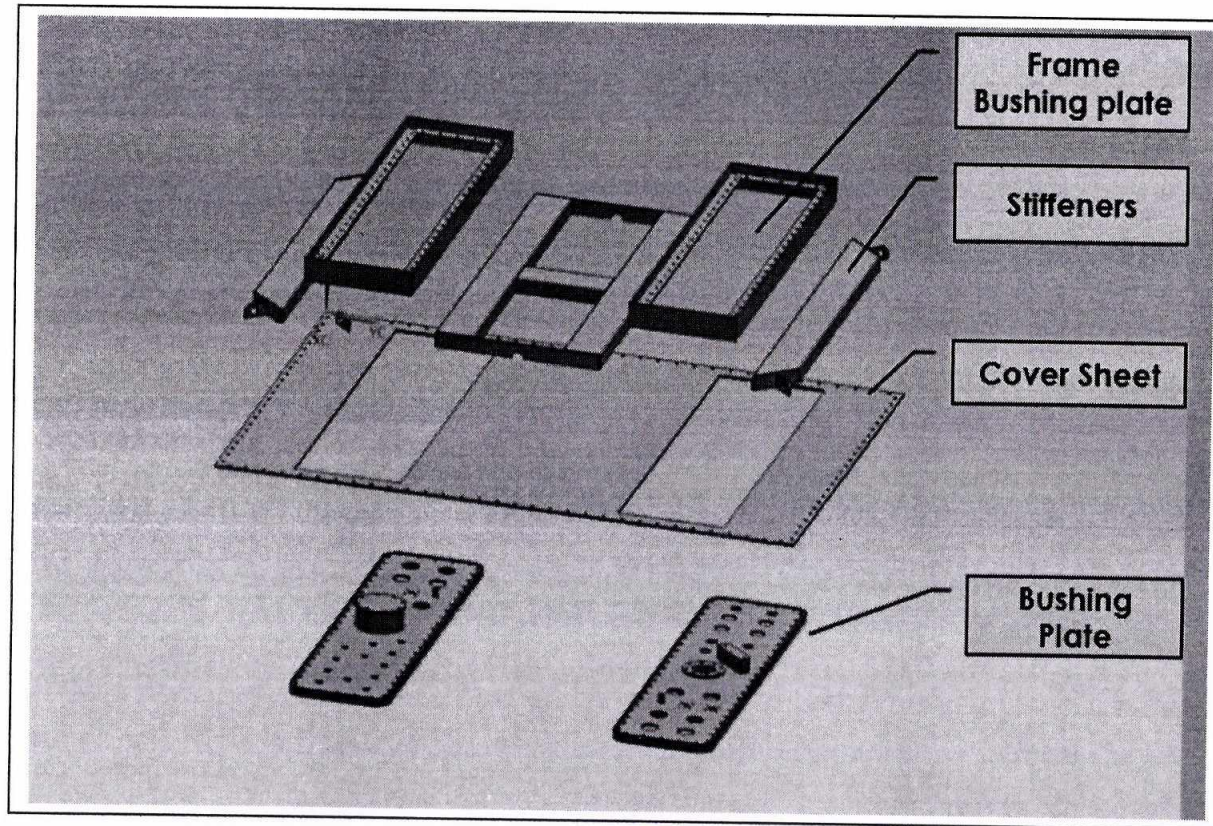
Exploded View of Transformer Tank:



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02/09/2022

ANNEXURE-2 ANATOMY OF TRANSFORMER TANK

Exploded View of Transformer Tank Cover:



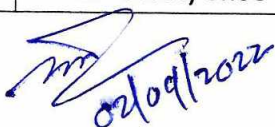
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Annexure-A

BHEL & CONTRACTOR'S SCOPE OF WORK

Indent no.20220298

2.0	CONTRACTOR SCOPE OF WORK:
2.1	One Transformer Tank set consist as per following items: 1. Transformer tank -1 No. 2. Cover- 1 No. 3. Expansion Tank- 2 nos. 4. Loose Items/Accessories. Brief anatomical view of Assembly of transformer tank is as per Annexure-2.
2.2	Contractors has to fabricate Transformer Tank as per drawing.
2.3	Contractors has to fabricate Cover Transformer Tank as per drawing.
2.4	Contractors has to fabricate Conservator tank as per drawing.
2.5	Contractors has to fabricate Loose Items/Accessories as per drawing.
2.6	Machining of small Aluminium items size up to size 400x200x65 mm (300 nos. approx.), like different type of flanges shall be in contractor's scope. BHEL will provide one no. Milling & one no. Lathe machine along with tooling. Contractor has to deploy their machinist/turner to perform the job. BHEL will provide raw material as per drawing. Contractor has to do marking & cutting before machining.
2.7	Depute Sufficient trained & experienced, highly skilled & skilled manpower which includes qualified Engineers, Supervisors, Safety Supervisor, Fitters, Cutters and certified Aluminum Welders to complete the assigned work in line with the fabrication schedule.
2.8	Following machine and hand tools are mandatory and to be arranged by sub-contractor: - Machines: - 1. MIG Welding machine (300 to 500 Amps or above rating)-1 no's. (Minimum) 2. TIG Machine (300 to 500 Amps or above rating)- 1 no. (Minimum) Hand tools: - 1. Jig saw machine-1 no. (Minimum) 2. Circular saw machine-1 no. (Minimum) 3. Hand Grinder-2 nos. small size(Minimum) 4. Hand Grinder-1no. big size 5. Hand Drill Machine-2 nos.(Minimum) 6. Hammer Drill machine- 32 mm dia 1 No 7. Chop saw machine(14inch)-1 No 8. All other measuring and marking tools. Safety Equipment: - 1. Welding Helmet for welders 2. Leather apron & welding gloves for Welder 3. Dungaree - All workers 4. Safety Helmet - All workers 5. Safety Shoe- All workers



Annexure-A**BHEL & CONTRACTOR'S SCOPE OF WORK****Indent no.20220298**

BHEL CFP-Rudrapur intends to carry out fabrication of Aluminum tank inside BHEL, Rudrapur for which an enquiry with following scope of work is raised to interested & technically qualified contractor's.

1.0	BHEL SCOPE OF WORK:
1.1	Relevant drawings will be provided by BHEL with work assignment.
1.2	Raw Material will be issued through SIV (Store Issue Voucher) from PDN Deptt. to Contractor as per the targeted requirement & receiving from contractor to be taken on same SIV with his sign and stamp.
1.3	BHEL will provide suitable space for working in shop floor.
1.4	Electricity- Electrical Points as available in work area shall be provided free of cost.
1.5	BHEL will provide consumables, like welding filler wire, Argon Gas, Copper tips, wire brush welding gloves and items associated to welding wok & cleaning of weld spatters.
1.6	BHEL will provide EOT/Fork Lift/ Hydra with operator, when required for shifting/handling of jobs/raw material/scrap within the BHEL premises, however contractor has to provide assistance by his manpower during shifting/handling operation.
1.7	Dimensional, Radiography Test/DP Test etc. to be performed by BHEL Quality on the offered jobs. Test kits will be provided by BHEL.
1.8	BHEL will provide all machined items listed in Annexure-1 for completion of fabrication. However, Machining of small Aluminium items size up to size 400x200x65 mm, like different type of flanges shall be in contrator's scope. BHEL will provide one no. Milling & one no. Lathe machine along with tooling. Contractor has to deploy their machinist/turner to perform the job. BHEL will provide raw material as per drawing. Contractor has to do marking & cutting before machining.
1.9	BHEL will provide following items on per set basis. 1. Tank Main Wall- 1 no./tank 2. Side Stiffeners- 8 nos./tank 3. U-Stiffeners -2 nos./tank
1.10	Target completion will be mutually agreed with every assignment given by BHEL. In case any requirement to compress the schedule of activities to achieve project completion, BHEL decision in this regard will be final and the issue will not be open to arbitration.
1.11	Work assignments from BHEL will be communicated through email/hard copy as per the BHEL turnover targets.
1.12	BHEL will provide painting consumable like Paint, Primer, Thinner, Chemical for Pickling, Spray Gun, Hand Gloves , Nose mask & buffing wheels etc.

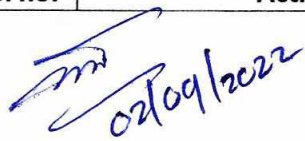


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Annexure-A**BHEL & CONTRACTOR'S SCOPE OF WORK****Indent no.20220298**

	6. Nose Mask- All workers 7. Ear Muff- All workers Note: 1. Cost of maintenance for their machines and hand tools will be borne by subcontractor. Contractor can use their own letter head/format to take out their machines/hand tools for repair outside the plant on returnable basis verified by Executive of PDN Deptt. 2. Contractor has to obtain calibration certificated wherever it is required for all Tools and plants before mobilization. Contractors has to produce calibration certificate to BHEL whenever required.
2.9	Aluminum welders should be qualified as per international standard ASME Sec IX/EN-9606-2. Contactor has to submit copy of Welder test certificate of each welder to BHEL, Quality department for review and technical suitability of welder.
2.10	Scrap (Cutoff, Chips & Dust) to be returned to BHEL through SRN, Scrap return note after weighment by vendor.
2.11	Contractors has to produce fabrication route card(inspection sheet)/process inspection cards to BHEL quality department, after quality acceptance further processing can be done. Quality department will perform all required testing.
2.12	Aluminum Welding is to be done as per Approved WPS (Welding Procedure Specifications shall be provided by BHEL at the time of fabrication).
2.13	All the contractor's employees will be issued photo gate pass. Cost of preparation of gate pass shall be borne by the contractor.
2.14	In absence of regular supervisor/fitter/welder contractor has to arrange alternate qualified person.
2.15	Online attendance system has been introduced while entering & exiting our plant premises. Attendance register(optional) will be available at Main gate/work station of plant and daily attendance will be registered there.
2.16	All the PPE's for employees at work will be arranged by the contractor like safety shoe, helmet, welder's glass; welders shield etc required during execution of work inside BHEL, CFP-Rudrapur.
2.17	All the statutory obligations like PF Challan (if applicable), ESI Challan (if applicable), Wages Record, Labour licensee copy (if required), valid WC Policy-One Time, Service Tax Challans, Certificate regarding compliance to Labor Act for maintaining records required as per the law, Certificate for compliance to safety norms and other statutory papers, if required is in the scope of contractor and BHEL's will not be held responsible for any non-compliance issues. Failure to do so will result in hold of payment of contractor.
2.16	Safety at work will be ensured by Contractor and BHEL will assist, if required.
2.17	Contractor may visit BHEL-Rudrapur premises to understand the quantum and nature of work involved in the fabrication of transformer tank before submission of offer.
2.18	Contractor has to rework free of cost if any defect found during or post inspection.

3.0 Tank Fabrication Procedure		
Sl no.	Activity	Detail work description

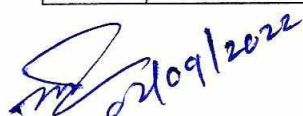


Annexure-A

BHEL & CONTRACTOR'S SCOPE OF WORK

Indent no.20220298

3.1 Tank Fabrication- Outer Shape.		
3.1.1	Assistance in bending of main tank sheet	Material handling from store, cutting of sheet, loading of sheet in bending machine, unloading of bend sheet from machine
3.1.2	Assistance in bending of Stiffeners -C section	Shifting of raw material from store, cutting of channel, bending tool changing over machine, loading of channel, unloading
3.1.3	Assistance in bending of Stiffeners -F section	Shifting of raw material for store, cutting of channel, bending tool changing over machine, loading of channel, unloading
3.1.4	Fabrication of Side Wall-1	Marking cutting & chamfering as per drawing
3.1.5	Fabrication of Side Wall-2	Marking cutting & chamfering as per drawing
3.1.6	Fabrication of Top Frame	Marking cutting & chamfering, clamping in fixture & Welding as per drawing
3.1.7	Cutting of Bottom stiffeners	Shifting of raw material from store, Marking & cutting of channel as per Drawing
3.1.8	Welding of Bottom stiffeners in tank main sheet	Clamping of main sheet in fixture, marking of stiffeners location & welding as per drawing
3.1.9	Fitting of Tank Main wall, Top Frame, Side Walls & F-section stiffeners	Clamping of all components with Main fixture & tag Welding
3.1.10	Welding of Tank Main wall, Top Frame, Side Walls & F-section stiffeners	Welding of tank from all over side
3.1.11	Fitting of Side Stiffeners	Removal of Tank from Main Fixture, Tilting of tank(bottom up), Marking of Stiffeners at Tank Main sheet, Fitting & Welding of stiffeners
3.1.12	Fabrication of Tank support- 4 no's	Cutting of Tank support plate, clamping of Plates & Machined H-Section in Fixture, Tag Weld & Final welding
3.1.13	Fitting of tank Support in tank-4 no's	Tilting tank, fit-up of tank support and tag weld, testing with fixture.
3.1.14	Welding of tank support-4 no's	Welding of support on both end
3.1.15	Welding of support stifnnes-2 no's	cutting of plates as per drawing, Tag weld the welding after testing
3.1.16	Bending of console -4 no's	Material cutting, Heating, bending
3.1.17	Welding of Console in tank	fitting as per drawing, tag welding & final wedding
3.1.18	Welding of flanges 150x150- 4 no's	Marking & cutting of flange location in tank, tag welding of flanges, testing with gauge then final welding
3.1.19	Welding of flange- 100x100 - 1 no	Marking & cutting of flange location in tank, tag welding of flange, final welding
3.1.20	Welding of Mounting -2 no's	Marking on tank as per drawing, tag weld, inspection then final welding
3.1.21	Welding of earthling blocks on stiffeners approx. 10 no's	Marking of earthling blocks, tag weld & inspection & final welding
3.2 Tank Fabrication In-Side		
3.2.1	Fabrication of Trafo support 2 nos	Collection of raw material, marking & Cutting as per



Annexure-A

BHEL & CONTRACTOR'S SCOPE OF WORK

Indent no.20220298

		drawing
3.2.2	Welding of Trafo support	Marking, Tag welding, testing with gauge & Final Welding
3.2.3	Welding of Tubes & Elbow inside tanks 3 no's	Marking, cutting, tag welding , Dim Testing then final welding
3.2.4	Welding of Earthing inside tank approx. 8 no's	Marking of erating blocks, tag weld & inspection & final welding
3.3 Tank Cover Fabrication		
3.3.1	Cutting of main sheet of cover	Collection of raw material, marking & Cutting as per drawing
3.3.2	Cutting cover stiffeners	Collection of raw material, marking & Cutting as per drawing
3.3.3	Fabrication of 2 nos bushing plate frame	Collection of raw material, marking & Cutting & welding as per drawing
3.3.4	Welding of stiffeners on tank	Marking of location, tag weld & final welding
3.3.5	welding of Bushing plate frame	Marking of location, tag weld & final welding
3.3.6	Welding of earthing pads	Marking of location, tag weld & final welding
3.3.7	Assembly busing plate (welding) R001	Marking of location, tag weld & final welding
3.3.8	Assembly busing plate (welding) R002 or R003	As par Applicable Drawing
3.4 Conservator Tank		
3.4.1	Fabrication of Sheet for Conservation tank	Collection of Raw material, marking, cutting & bending
3.4.2	Welding of Sheet	Tag Welding & final bending
3.4.3	Welding of Side flange 2 no's	Tag Welding & final bending
3.4.4	Fabrication of level gauge box & welding	Marking, Cutting & welding
3.4.5	Welding of Mounting Plate 3 no's	Marking, cutting , drilling & Welding
3.5 Leakage Testing		
3.5.1	Assistance in Dimension test	By tape & Gauge/ CMM
3.5.2	Assistance in DP test	By DP kit
3.5.3	Assistance in Preparation of leakage test	Assembly of tank & cover, Expansion Tank & its cover.
3.5.4	Assistance in leakage testing	Placing of tank at testing area & starting of test
3.5.5	Assistance in Dismantling of tank after leakage test	Dismantling
3.6 Painting		
3.6.1	Buffing of tank, Cover & Conservator tank	Cleaning of tank by air & buffing of tank by machine
3.6.2	pickling of Tank & its Components	Mixing of Chemical & Spray over tank, Cover & Expansion. Tank & Masking of unpainted surface.
3.6.3	Primer on Tank	Apply primer in paint booth as per painting procedure.
3.6.4	Paint on tank	Apply paint in Paint booth as per painting procedure.
3.6.5	Protection Sheet assembly	Bending of protection sheet will be carried out by BHEL



Annexure-A

BHEL & CONTRACTOR'S SCOPE OF WORK

Indent no.20220298

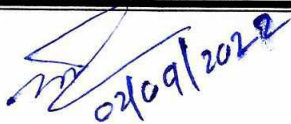
		and contractor will do Drilling & assembly.
3.7 Fabrication of Loose items/Accessories/Machining of Small Items		
3.7.1	Cutting of Loose items.	Cutting of items from raw material with machining/Operation tolerance.
3.7.2	Fabrication of loose items.	Fabrication of loose items as per drawings.
3.7.3	Machining of Small Aluminium items size up to size 400x200x65 mm, Like different type of flanges	For machining of Aluminium items BHEL will provide one no. Milling & one no. Lathe machine along with tooling. Vendor has to deploy their machinist/turner to perform the job. BHEL will provide raw material stock as per drawing. Vendor has to do marking & cutting before machining.

(Signature of bidder with seal)


02/09/2022

Annexure-B**GENERAL CONDITIONS OF CONTRACT****Indent no.20220298**

1. Material issued to contractor by BHEL, will be received by contractor with receipt acknowledgement signature and their company stamp. It will be under the responsibility of contractor till he returns the same to Production / Central Stores.
2. Contractor's Engineer / supervisor have to maintain data of issued raw material, finished good and scrap material on day to day basis.
3. Shop supervisor from contractor side will co-ordinate with shift in-charge, BHEL, Production Shop for all his requirements i.e. targets, issue of raw material, required consumables, maintenance of machine/utilities provided, material handling & work verification on daily basis.
4. Contractor has to submit the material accountal with every bill submitted w. r. t. SIV issued by production, after the completion of fabrication.
5. The consumables will be issued only in proportion to the total no of tank fabrication work. If the quantity increases, cost of excess qty. shall be recovered from contractor's due payment.
6. Contractor has to execute the work order in 2 shifts on compulsory basis as per production requirement. He has to put off all the power switches of machines, fans, lights and other shop appliances before leaving the work place after duty is over or going for lunch. If BHEL finds any lapses, suitable penalty shall be imposed to the contractor.
7. **Contractor's employees may use BHEL's canteen facility after purchasing the requisite coupons upon payment as notified by BHEL. BHEL is not bound for providing subsidized meal to contractor employee.**
8. Boarding, lodging & transportation facility of subcontractor's employees has to be arranged by contractor.
9. A work-register has to be maintained containing following information regarding fabrication work transformer:
 - a) Date of receipt of Raw Material from BHEL along with requisite Drawings.
 - b) Date of inspection offered to BHEL.
 - c) Date of handing over of finished tanks to BHEL Production/Quality, with re-work/rectification incorporated as per the remarks of BHEL, Quality Deptt.
10. Quality of weld joint should be such as to qualify the radiography test.
11. The assignment as received from BHEL has to be completed as per schedule of work and if needed has to be realigned with the revised targets of BHEL by working in co-ordination with BHEL in two shifts/three shifts.
12. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at site under the contract. The persons engaged by the contractor should not have any criminal Record/or involved in any activity subversive of law and order. The contractor shall be fully responsible for injury/loss of life & property BHEL/contractor's own persons/any other party caused due to acts & omissions of sub-contractor or its employee during course of execution of work.
13. Compliance and payment of PF of sub-contractor staff employed for the work shall be the exclusive responsibility of the sub-contractor.
14. The sub-contractor should follow the rules of Health Safety and Environment Management Program as per requirement of ISO-14001 and OHSAS-18001.
15. **Cleaning of work area after completion of work is responsibility of subcontractor.**



Annexure-B**GENERAL CONDITIONS OF CONTRACT****Indent no.20220298**

16. Warranty: Not applicable.
17. Any loss/damage/intentional damages of BHEL's Tools & Plant during the execution of contract will be liable for recovery of cost involved, from the bills of contractor.

(A) OFFER SUBMISSION IN RESPONSE TO INVITATION:

1. Offer to be submitted in two bids. (a). **PQR and Techno-commercial bid** & (b). **Price Bid**.
2. **Techno-commercial bid** should contain signed & stamped pages of Annexure-A, B, C, D, E, F and G2 (Unpriced Bid only) along with required **EMD as specified in NIT**. Copies of other documents (like PF, ESIC, & GST reg. etc) as mentioned in PQR Annexure-D to be attached OR submitted online.
3. **Price Bid** should contain only one filled price bid Annexure-G1, duly signed & stamped OR will be submitted online.
4. Party to confirm their acceptance towards detailed scope of work, general terms & conditions and other terms & conditions by signing and stamping all pages of Annexure-A, B, C, D, E, F and G2.
5. Offer to be submitted in two separate sealed envelopes Addressed to Sr. DGM (MM&CS BHEL-Store) CFP, Rudrapur. First Envelope containing Techno-commercial Bid with EMD amount, Tender No., due date, techno commercial bid & bidders name should be clearly mentioned on envelope. Second envelop contain only filled price bid & Tender No., due date, Price bid & bidders name should be clearly mentioned on envelope. Tender also has to be dropped in TENDER BOX placed in MM Deptt on or before due date & time.

OR

Offer to be submitted online.

(B) EVALUATION OF OFFERS:

1. Technical cum commercial Bid shall be opened first on due date specified in NIT for technical evaluation.
2. Price Bid shall be opened only for Technical cum commercial Bid qualified bidders.
3. **L-1 Party selection will be on the basis of overall offered price, received in price bid.**
4. *Offers not meeting Qualifying Requirements as per Annexure-D shall be out rightly rejected.*
5. Based on evaluation of the bids, successful bidder shall be awarded the contract.
6. Evaluation of offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all detail clearly.
7. If any Bidder submit revised price bid before due date and time in that case only revised price will be opened. Bidder has to clearly mention "Revised price bid" on the envelope.
8. If two or more sealed price bids are submitted by single bidder, then BHEL will take final decision for opening of any one price bid.
9. If any bidder submits two or more price bid in one envelop then bidder will be disqualified for further consideration in this tender.
10. The BHEL reserves its right to negotiate with the Bidder.



Annexure-B**GENERAL CONDITIONS OF CONTRACT****Indent no.20220298****(C) OTHER TERMS AND CONDITIONS:**

1. Safety obligation for contractor and general environmental obligation for contractor, as applicable to BHEL shall also be applicable to contractor inside the BHEL,CFP Plant except for the terms & conditions mentioned herein which shall be applicable as per Annexure-I.
2. **Earnest Money Deposit (EMD):**
Earnest Money Deposit as specified in NIT is must and shall be deposited along with the offer in the form of Bank Draft/Pay Order from any nationalized bank, in favor of BHEL Rudrapur. The EMD amount given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by successful bidders. The EMD deposited by successful bidders shall be converted & adjusted against Security Deposit. *Offers without EMD shall not be considered and shall be out rightly rejected.*
3. **Security Deposit (SD):**
Successful contractor shall submit the interest free **security (S.D.) of 5% of total Work order value**, before start of the work in the form of DD/PAY ORDER/FDR or in form of bank guarantee in favor of BHEL issued by scheduled banks in the name of contractor, A/C BHEL.
Work can be started before security deposit is collected in case of small value contracts not exceeding Rs 20 Lakhs. However, payment can be released only after collection/recovery of initial 50 % Security Deposit.
The S.D. shall be refunded to the sub-contractor upon successful completion/termination of the contract subject to deduction on account of BHEL dues, non-deposit of statutory dues etc. (if any).
4. **Jurisdiction:** All disputes, claims or actions arising out of under or in connection with this contract shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.
5. The contractor shall be deemed to make them self familiar with the plant conditions before actual start of work and is expected to take adequate safety precautions for persons employed by it during execution of the work at site.
6. Compliance and payment of PF of sub contractor staff employed for the work shall be the exclusive responsibility of the sub contractor.
7. The sub contractor should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO-14001 and OHSAS-18001.
8. **Bidders are requested to furnish regret letter** through email/fax/speed post/courier, if for any reason they are not able to put forward their offer against this tender enquiry.

(D) RIGHT OF BHEL:

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- i) To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to



Annexure-B**GENERAL CONDITIONS OF CONTRACT****Indent no.20220298**

- advance the date of completion due to other emergent reasons / BHEL's obligation to its customer.
- ii) To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/ hired/ otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of one week by BHEL, in the event of:-
- i) Contractor's continued poor progress
 - ii) Withdrawal from or abandonment of the work before completion of the work
 - iii) Contractor's inability to progress the work for completion as stipulated in the contract
 - iv) Poor quality of work
 - v) Corrupt act of Contractor
 - vi) Insolvency of the Contractor
 - vii) Persistent disregard to the instructions of BHEL
 - viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
 - ix) Non fulfillment of any contractual obligations
 - x) Violation of terms & conditions as specified in PQR.
- iii) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule.
- iv) To meet the expenses including BHEL overheads on the differential cost at 10%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.
- v) To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
- vi) To effect 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 fulfill any of his obligations. BHEL shall levy overheads of 10% on all such payments along with interest as defined elsewhere in the GCC.
- vii) While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation / extra payment on this account unless otherwise specified elsewhere in the contract.
- viii) In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize



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Annexure-B**GENERAL CONDITIONS OF CONTRACT****Indent no.20220298**

forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be borne by contractor. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilization. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

- ix) In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract in following cases:

The balance works cannot be done within a reasonable period of time as they are dependent on reasons not attributable to the contractor. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone / stage payments) as mutually agreed, shall however be reduced from the final contract value.

(E) NON-DISCLOSURE AGREEMENT:

All Drawing and Technical Documents relating to the product or its manufacture provided by BHEL to the bidder (sub-contractor), prior or subsequent to the formation of contract, shall remain property of BHEL. Drawing, technical documents or other technical information received by the bidder (sub-contractor), shall not without the consent of BHEL, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of BHEL, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Bidder (Sub-contractor) shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder (sub-contractor), for any infringement of the provisions contained herein.



1. **BHEL reserves the following rights:**
 - a. BHEL intends to employ two (2) Subcontractors for the tendered work to execute the fabrication work at 2(two) fabrication stations.
 - b. Loading criteria / distribution matrix for successful bidders shall be as follows:

Total No. of bidders accepting L-1 rates (including original L-1 bidder)	Distribution of tender quantity (Nos)	
	L-1	L-2
1	23	-
2	14	9

L-1 rate shall be counter-offered to techno-commercially qualified bidders according to their ranking in comparison statement i.e. L-2, L-3 etc. respectively. In case of non-acceptance of counter-offer by any bidder, counter-offer shall be extended to next bidder in ranking.

2. Contractor, after award of contract, will have to deploy their same qualified supervisor as declared by them in their tender offer, as per Pre-Qualification Criteria, clause no. 2(a)&(b). In case of full time supervisor not found qualified as per Pre-Qualification Criteria, at the time of execution of work order, their work order shall be short closed with immediate effect.
3. Execution of work order without presence of qualified supervisor more than 6 working days in a month shall be treated as violation of contract terms and condition. In this case the work order issued to the respective party shall be short closed.
4. Bidder to submit welder qualification certificate of their welder who will actually work during execution of work order. If the successful bidder / Party found, executing work order without qualified welder more than 6 working days in a month, the same shall be considered as violation of contract terms and condition. In this case work order issued to the respective contractor shall be short closed with immediate effect.
5. Any loss/damage/intentional damages of BHEL's Tools & Plant during the execution of contract will be liable for recovery of cost involved, from the bills of contractor.
6. **Payment of bills:**
 - a. The payment shall be released on progressively after submission of GST invoice/bill (in Two Copies) and based on WAM and measurement of work on MB book. Contractor has to submit following detail/documents for bill processing/acceptance:
 1. Original Invoice with two copies.
 2. Copy of work order.
 3. Copy of work allocation annexure (LATEST REVISION).
 4. Copy of work completion certificate or Route card.
 5. Copy of wage register of the month in which the allotted work has been executed.
 6. Payment details of bank from which wages of employees have been transferred online.

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Annexure- C

SPECIAL CONDITIONS OF CONTRACT

Indent no.20220298

7. Copy of payment receipt of PF & ESI of Contractor Employee of work execution period.

- After acceptance of bill, payment will be released from the date of acceptance to contractor as per following.

Sl no.	Type of Bidder	Payment terms (No. of Days)
1.	Micro & Small Enterprises (MSEs)	45 days
2.	Medium Enterprises	60 days
3.	Non MSME	90 days
4.	Wherever ILC payment terms are being given in tenders floated outside GeM.	120 days

Note:

- Without above documents bill cannot be processed for payment
- Contractor to ensure compliance of GST/Income tax law and rules applicable on supply/service involved in this tender and in the event of non-compliance by contractor, implication of the same (if any) shall be on account of contractor.
- Contractor to ensure timely compliance related to GST return filling. If Input tax credit (ITC) is not available to BHEL on account of non-compliance/ delayed compliance, GST charged in invoice will be paid when ITC is available to BHEL. If GST charged paid by BHEL it will be recoverable from Contractor."

SL. NO.	PAYMENT ON COMPLETION OF FOLLOWING:	% OF PAYMENT TO BE RELEASED
1	Total verified quantity of Transformer Tank & Cover with its accessories clause 2.1 of Annexure-A Original copy of Route Cards passed by BHEL, Quality Department to be enclosed with the invoice.	100% against satisfactory completion of fabrication duly cleared by BHEL Quality.

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Annexure- C**SPECIAL CONDITIONS OF CONTRACT****Indent no.20220298****8. Liquidated Damages (LD)/Penalty:**

- a. If the contractor fails to deliver Tanks as per following delivery schedule in that case BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the work value, per week of delay or part thereof subject to a maximum of 10% of the allotted work value.

Quantum of Work/ Annexure	Delivery/fabrication Schedule (No. of Days)
1 Set minimum	Within 12 working days from the date of loading or receipt of raw material whichever is later.

- b. Contractor, after award of contract/LOI must have to mobilize manpower and required machinery within 07 days' time. Any delay shall attract penalty as per above details.

(Signature & stamp of bidder)



Annexure-D

Qualifying Criteria for Techno-commercial Bid

Indent no.20220298

Sl. No	Description	Offer Please Tick for confirmation
1	Acceptance of contract terms and condition (signed & stamped copy of following Annexures to be submitted). 1. Annexure-A: BHEL & Contractor Scope of Work. 2. Annexure-B: General Conditions of contract. 3. Annexure-C: Special Conditions of contract. 4. Annexure-E: BOQ & SECHEDULE OF WORK 5. Annexure-F: Contractor's Obligation 6. Annexure-G2: Un-priced bid	Accepted ☐ Not Accepted ☐
2	a) Bidder should have Engineer/Supervisor with qualification of Engg. Graduate or Diploma or ITI with 10 years' experience. Bidder to declare the name of person with details and Qualification certificates to be furnished along with the offer. b) Bidder to submit 2 no's aluminum welder qualification certificate issued from any authorized agency such as NTPC/Lloyd/BHEL etc. as per Contractors Scope of work at sl. No. 2.9 of Annexure-A. Certificate should be issued before due date of the tender. OR Bidder to get at least 2 Aluminium welders, qualified by BHEL before submission of offer. Welder qualification shall be done as per required norms mentioned in Contractor's Scope of work at Sl. No. 2.9 of Annexure-A Welder certificate or continuity Certificate should have validity of minimum 3 months at the time of offer submission. (as par cl. QW-322.1 of American welding standard)	Accepted ☐ Not Accepted ☐
3	Bidder should have financial Turnover: - a. Average Financial turnover during the last three Financial years (FY 21-22, FY 20-21, FY 19-20 & FY 18-19 if audited balance sheet of FY 21-22 is not available), should be at least Rs. 8.81 lakhs/-. b. Balance sheet and Profit & Loss Account (audited / issued by Chartered Accountant) of last three years in support of above at sl. no.(a).	Submitted ☐ Not Submitted ☐
4	Bidder should have experience of having successfully completed similar work during last 7 years ending last day of month previous to the one in which tenders are invited to be the following: - a. Three similar completed works, each amounting not less than of Rs 11.75 lakhs (basic) /-. OR b. Two similar completed works, each amounting not less than of Rs 14.69 lakhs (basic) /-. OR c. One similar completed works, each amounting not less than of Rs 23.50 lakhs (basic) /-.	Submitted ☐ Not Submitted ☐



Annexure-D

Qualifying Criteria for Techno-commercial Bid
Indent no.20220298

5	Definition of similar work: Bidder should have experience of work execution related to “ Aluminum fabrication work where aluminum welding is involved ”. (Example: Aluminum Bus Duct fabrication, Heavy Aluminum Structure, Aluminum Sheet Metal Etc.)	Submitted ☐ Not Submitted ☐
6	GST Registration no. (Enclose copy of certificate)	Submitted ☐ Not Submitted ☐
7	Copy of PAN Card. (Enclose copy of Certificate)	Submitted ☐ Not Submitted ☐
8	Copy of EPF registration. (Enclose copy of Certificate)	Submitted ☐ Not Submitted ☐
9	Copy of ESIC registration. (Enclose copy of Certificate)	Submitted ☐ Not Submitted ☐

Note: Non acceptance/submission of above is liable for rejection in T/C Bid.

Name of the Party: _____

Address of the Party: _____

Email ID: _____

Contact Person: _____

Phone No of
Contact Person: _____

Bank A/c No: _____

Bank Name: _____

Bank Address: _____

IFS Code: _____

(Signature & stamp of bidder)

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Annexure-E**BOQ & SCHEDULE OF WORK**

Indent no.20220298

A. Bill of Quantity as per following

Bill of quantity :-			
Sl. No.	Work Description	Unit	Quantity
1	Fabrication of Transformer tank with accessories as per drawing One set consist: 1. Transformer tank -1 No. 2. Cover- 1No. 3. Expansion Tank- 2nos 4. Loose Items/Accessories.	SET	23

(B) SCHEDULE OF START AND COMPETION OF WORK:

Duration of this contract will be 07 months from the date of work order.

Sl. No.	ACTIVITY	DATE OF COMPLETION
1	Mobilization of requisite manpower.	Within one week of receipt of W.O.
2	Fabrication of Transformer & Cover along with its accessories(Expansion Tank)	Progressively in 07 months from the date of work order/LOI
3	Demobilization of manpower deployed	Within one week of completion of W.O. after obtaining no objection certificate from PDN department.

[Signature]
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ANNEXURE-F

CONTRACTOR'S OBLIGATIONS

Indent no.20220298

(A) CONTRACTUAL

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him w.r.t of schedule completion of work and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees. He has to declare basic pay of salary per day of their employee. Which should not be less than latest minimum applicable wages fixed by the government. Failing to produce the details will lead to hold their payment against their due bills.
- f) Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission by BHEL.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable. Penalty shall be applicable on subcontractor if safety measure not met by employee.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipment.



ANNEXURE-F

CONTRACTOR'S OBLIGATIONS

Indent no.20220298

- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipment's and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment's and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

(B) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, GST and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.



ANNEXURE-F

CONTRACTOR'S OBLIGATIONS

Indent no.20220298

- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.



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Annexure-G

PRICE BID AND UN-PRICE BID

Indent no.20220298

Annexure-G2

UN-PRICE BID

Sl. No.	Work Description	Unit	Quantity	Unit Rate Rs.	Total value in Rs.
1	Fabrication of Transformer tank with accessories as per drawing One set consist: 1. Transformer tank -1 No 2. Cover- 1No. 3. Expansion Tank- 2nos 4. Loose Items/Accessories.	Set	23		
Sub-Total value in Rs.					
SGST @ 6%					
CGST @ 6%					
Total Amount Rs.					

- We hereby confirm that we will depute Qualified Welders as per tender T&C.
- We hereby confirm that all the terms & conditions of this tender enquiry are acceptable to us & we have quoted the rates accordingly.
- We hereby confirm that we are aware of the nature of the job & the working environment.

(Signature & stamp of bidder)

