Indent no: 20230256

Annexure-G2

UN-PRICE BID

(Tender Enquiry No.: -------- Dt: ----SL NO **DESCRIPTION OF WORK** RATE PER KG QTY VALUE (kg) (Rs.)=**FABRICATION** (Rs.)(A) (B) AxB 50000 As per scope of work Fabrication & Assembly work of NSPBD for enclosure & conductor of a) inside BHEL, CFP, Rudrapur Plant on rate of Rs./Kg SUB-TOTAL (Rs) SGST @ 9% **CGST @ 9%** TOTAL ALL INCLUSIVE VALUE (Rs) In Words: Rupees

- We confirm that all the terms & conditions of this tender enquiry are acceptable to us & we have quoted the rates accordingly.
- · We confirm that we are aware of the site & the working environment.
- · Payment will be processed on verified fabrication drawing weight.

(Signature & stamp of bidder)

PREPARD BY:

APPROVED BY:

Annexure-A

BHEL & CONTRACTOR'S SCOPE OF WORK

Indent no: 20230256

1.0	BHEL SCOPE OF WORK:
1.1	Relevant drawings will be provided by BHEL with work assignment.
1.2	BHEL will provide Space for working in shop floor.
1.3	Bending machine for bending of aluminum sheet on schedule basis.
1.4	Shearing Machine as per schedule for cutting of aluminum sheet.
1.5	Radial drill machine as per schedule.
1.6	Fork Lift Hydra with driver only as and when necessarily required for handling/shifting of ducts and raw material to bring it to work area of contractor and take the finished jobs out of the work area.
1.7	Raw Material will be issued through SIV(Store Issue Voucher) from PDN Deptt. to Contractor as per the targeted requirement.
1.8	Electricity- Electrical Points as available in work area.
1.9	Filler Wire & Spool- Required quantity with the assigned work.
1.10	Argon Gas and compressed Air- Required quantity with the assigned work.
1.11	Radiography Test/DP Test to be performed on the offered welded joints.
1.12	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.
1.13	Work assignments from BHEL will be communicated through loading Annexure/Email as per the BHEL turnover targets.
1.14	All consumables of hand grinder, jig saw, circular saw, drilling machine like drill bits, jig saw / circular saw blades, sanding sheets, grinding wheels, Copper Tip, hand gloves etc Required quantity with the assigned work will be provide by BHEL.
1.15	With the increased loading of ducts and after meeting basic requirement of machines, hand tools & safety PPEs by contractor, if the need arises to meet BHEL's turnover/urgent requirements, BHEL may issue its own machine, hand tools and safety equipment's on chargeable basis as per existing rules of hiring prevalent in BHEL for the equipment's. BHEL decision to issue equipment's will not be open to arbitration. Such hiring charges will be deducted from the upcoming bills of contractor, based on BHEL issue & return forms. In the event of machine breakdown during the hiring period, issued to the contractor, the charges incurred by BHEL to repair the same including parts and workmanship charges (manpower) will be deducted from their monthly billings/upcoming bills.

Page **1** of **3**

PREPARD BY:

APPROVED BY:

Annexure-A

BHEL & CONTRACTOR'S SCOPE OF WORK

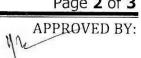
Indent no: 20230256

2.0	CONTRACTOR SCOPE OF WORK:		
	Following machine and hand tools are mandatory and to be arranged by the sub-		
	contractor :-		
	Machines:-		
	1. MIG Welding machine (300 to 500 Amps or above rating)-1 no's.(Minimum)		
	2. TIG Machines (300 to 500 Amps or above rating)- 1 no. (Minimum)		
	Hand tools:-		
	1. Jig saw machine-2 no's.(Minimum)		
	2. Circular saw machine-2 no's.(Minimum)		
	3. Hand Grinder-2 no's. small size(Minimum)		
	4. Hand Grinder-1 big size		
	5. Hand Drill Machine-2 no's .(Minimum)		
2.1	6. Drill Bits of different size as per requirement.		
	7. All other measuring and marking tools.		
	Safety Equipment:-		
	1. Welding Helmet – 5 nos.		
	2. Dungree - All workers		
	3. Safety Helmet - All workers		
	4. Safety Shoe- All workers		
	Contactor has to increase above machines to complete the turnover on time.		
	Cost of maintenance for their machines and hand tools will be borne by		
	subcontractor.		
	No hand tools and safety equipment shall be provided by BHEL.		
	Depute Sufficient trained & experienced highly skilled & skilled manpower which includes		
2.2	Engineers, Supervisors, Safety Supervisor, Fitters, and Aluminum Welders to complete the		
assigned work.			
2.3	Contractor has to follow schedule & fabrication procedure as per Annexure-E		
	Aluminum welders should be NTPC/Lloyd/BHEL qualified as per following documents:		
2.4	Procedure Qualification Record: PQR:AL:GTAW:00 & PQR:AL:GMAW:00		
	Welding Procedure Specification: WPS:AL:GTAW:00 & WPS:AL:GMAW:00		
2.5	Aluminum Welding is to be done as per Approved WPS (Welding Procedure		
	Specifications).		
2.6	Contractor has to obtain one-time worker compensation policy upon receipt of LOI/WO for gate pass processing.		
	All the contractor's employees will be issued photo gate pass. Cost of preparation of gate		
2.7	pass will be borne by the sub-contractor.		
2.8	Online attendance system has been introduced while entering and exiting out plant		

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PREPARD BY:

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Annexure-A

BHEL & CONTRACTOR'S SCOPE OF WORK

	Indent no: 20230256
	premises. Attendance register (optional) will be available at Main gate/work stations of Plant and daily attendance will be registered there.
2.9	All the PPE's for employees at work is provided by the contractor. PPE's like safety shoe, helmet, welder's glass; welders shield etc are required to be used during execution of work inside BHEL, CFP, and Plant.
2.10	All the statutory obligations like PF Challan (if applicable), ESI Challan (if applicable), Wages Record, Labour licensee copy (if required), 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.
2.11	Safety at work will be ensured by Contractor and BHEL will assist, if required.
2.12	Contractor has to maintain scraps as per system defined by BHEL from time to time. Aluminium chips (Gray bins), Offcuts (Sky Blue bins), Al Dust (Black Bins) are to be segregated at source(SAS), bins weighed for returning it to central stores through scrap disposal note(SDN) processed through production department. There is a provision of penalty of minimum Rs. 500/- per instance at source(SAS) if scrap separation is not found in order.
2.13	In case of compression of fabrication schedule to meet/ align with BHEL targets contractor has to increase manpower, machines, Hand tools to meet the same.
2.14	Safety at work will be ensured by Contractor and BHEL will assist, if required.
2.15	Guideline for COVID-19/Pandemic situations: In the given pandemic situation, prevailing here and in India, it is utmost necessary to take proper safety precautions by wearing of nose & mouth mask, hand gloves/ washing hands frequently, vaccination as prescribed by govmt. & maintaining minimum 2 feet social distancing during work and health check-up from time to time. This will ensure safe working environment for individual and co-workers. Furthermore, any Government guidelines issued from time to time may be adhered in order to overcome the pandemic situation. ■ Use of Arogya Setu App is mandatory on individuals mobile who are entering plant premises. Any guidelines issued in this connection by BHEL, will be acceptable to individuals entering the plant.

(Signature of bidder with seal)

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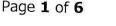
PREPARD BY:

APPROVED BY:

GENERAL CONDITIONS OF CONTRACT

Indent no: 20230256

- 1. Material issued to contractor by BHEL, will be under the responsibility of contractor till he returns the same to Production / Central Stores.
- 2. Contractor has to prepare cutting plan and cut the material before rolling and bending of sheet to avoid the wastage of fresh material. All enclosure/conductor sheet and plate to be first cut as per cutting plan before rolling. Cutting of rolled sheet/plate are not allowed for making window opening/tap-off cut outs and saddle plate fixing pad. If bidders are found responsible for any wastage of fresh material at any stage of fabrication, the cost fresh material along with company overhead shall be recovered from his due payment.
- 3. Contractor has to return / hand over scrap martial to BHEL official via scrap delivery note quantity and type of scrap clearly mention in the scrap note. All type of scrap shall be verified by weight at the time of return to BHEL official. Collection and separation of scrap to be the contractor on daily basis after the shift is over.
- 4. Contractor's Engineer / supervisor have to maintain data of issued raw martial, finished good and scrap material on day to day basis.
- 5. Contractor has to hand over finished job to BHEL representative / painting department in proper format along with all fittings like, window cover, assembly of Heater / CT terminal box, conductor etc.
- 6. Shop supervisor from contractor side will co-ord nate with shift in-charge, BHEL, Production Shop for all his requirements i.e. targets of month, issue of raw material, required consumables, maintenance of machine, material handling & work verification on daily basis.
- 7. Contractor has to submit the material accountal every month w. r. t. SIV issued by production, after the completion of fabrication.
- 8. The consumables will be issued (as per BHEL scope of work clause no. 1.11) only in proportion to the total tonnage of fabrication work. If the quantity increases, cost of excess qty. shall be recovered from contractors due payment.
- 9. 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 laps, suitable penalty shall be imposed to the contractor.
- 10. Contractor's employees may use BHEL's canteen facility after purchasing the requisite coupons upon payment. BHEL is not bound for providing subsidized meal to contractor employee.
- 11. Boarding, lodging & transportation facility of subcontractor's employees has to be arranged by contractor.
- 12. A work-register has to be maintained containing following information regarding NSP ducts:
 - a) Date of receipt of NSPBD Al. Raw Material for enclosure/conductor from BHEL along with requisite Drawings.
 - b) Date of inspection offered to BHEL.







GENERAL CONDITIONS OF CONTRACT

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- c) Date of handing over of finished NSPBD Enclosures/ Conductors to BHEL Production/Quality, with re-work/rectification incorporated as per the remarks of BHEL, Quality Deptt.
- 13. Quality of weld joint should be such as to qualify the radiography test (depends upon the project requirement).
- 14. 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.
- 15. 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.
- 16. Compliance and payment of PF of sub-contractor staff employed for the work shall be the exclusive responsibility of the sub-contractor.
- 17. The sub-contractor should follow the rules of Health Safety and Environment Management Program as per requirement of ISO-14001 and OHSAS-18001.
- 18. Cleaning of work area after completion of work is responsibility of subcontractor.
- 19. Warranty: Not applicable.
- 20. 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). Techno-commercial bid & (b). Price Bid.
- 2. **Techno-commercial bid** should contain signed & stamped pages of Annexure-A, B, C, D, E, F, G and Annexure-H2 (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-H1, duly signed & stamped OR will be submitted online.
- 4. Party to confirm their acceptance 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, G and Annexure-H2.
- 5. Offer to be submitted in two separate sealed envelopes Addressed to DGM (MM&S 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.

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GENERAL CONDITIONS OF CONTRACT

Indent no: 20230256

(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-II shall be out rightly rejected.
- 5. Based on evaluation of the bids, successful bidder shall be awarded the contract.
- 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.
- The BHEL reserves its right to negotiate with the Bidder.

11. 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 described 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):

- 3.1 Successful contractor shall submit the interest free security (S.D.), 5% of total Work order value, before start of the work in 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.
- 3.2 In case of delay in submission of performance security, enhanced performance security, which would include interest (SBI PLR rate + 6%) for the delayed period, shall be submitted by the bidder. Further, submitted till such time the first bill becomes due, the amount of performance

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GENERAL CONDITIONS OF CONTRACT

Indent no: 20230256

security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

- 3.3 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.
- 3.4 The S.D. shall be refunded to the sub-contractor after three month of 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.
- 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.
- 7 Compliance and payment of PF of sub-contractor staff employed for the work shall be the exclusive responsibility of the sub- contractor.
- 8 The sub-contractor should follow the rules of Health Safety and Environment Management Program as per requirement of ISO-14001 and OHSAS-18001.
- 9 **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.

12. 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 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

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GENERAL CONDITIONS OF CONTRACT

Indent no: 20230256

- 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 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.

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GENERAL CONDITIONS OF CONTRACT

Indent no: 20230256

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.



Indent no: 20230256

1. BHEL reserves the following rights:

- 1.1. BHEL intends to employ 02 (Two) sub-contractors for the tendered work to execute the fabrication work at 02(Two) fabrication stations.
- 1.2. Loading criteria / distribution matrix for successful bidders shall be as follows:

No. of bidders accepting L-1 rates (including	Distribution of	tender quantity (%)	
original L-1 bidder)	L-1	L-2	
01 Bidder	100	187	
02 Bidders	60	40	

- 1.3 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. In case of "N" techno-commercially qualified responses (N being three or more), distribution shall be limited to "N-1" out of total "N" qualified responses. In case of two qualified response, BHEL reserves the right for distribution.
- 1.4 Radiography testing of welded joints: as per the customer requirement for radiography, BHEL shall provide suitable inputs & arrange RT on its own and the welded joints must qualify the same. In the event of failure of welded joints in RT, the charges for re-testing shall be borne by the contractor, if the failure is due to poor workmanship.
- 1.5 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.

2. 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 REVISON).
 - 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.
 - 7. Copy of payment receipt of PF & ESI of Contractor Employee of work execution period.
- b. After acceptance of bill, payment will be released from the date of acceptance to contractor as per following.

0	T	
SI no.	Type of Bidder	Payment terms

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Annexure- C

Indent no: 20230256

		(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

- c. 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."
- d. Contractor to ensure timely compliance related to GST return filling, If Input tax credit (ITC) 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 will be recoverable from Contractor."

SL. NO.	PAYMENT ON COMPLETION OF FOLLOWING:	% OF PAYMENT TO BE RELEASED
1	Total verified fabrication drawing weight of NSPBD enclosure and conductor as per the loading annexure placed on monthly/Progressively basis A copy of the loading annexure & Route Card passed by BHEL, Quality Department to be enclosed with the invoice.	100% against satisfactory completion of fabrication duly cleared by BHEL Quality.

3. Liquidated Damages (LD):

a) If the contractor fails to deliver ducts 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	Delivery/fabrication Schedule (No. of Days)
05 MT minimum	Within 30 Days of date of loading annexure/SIV or receipt
	of raw material whichever is later.

Note:

- Monthly Loading Annexure shall be issued to all contractors for fabrication of NSPBD.
- 2. Accordingly Store/ Material Issue Voucher (SIV/MIV) will be issued to contactor for work execution against issued monthly loading annexure.
- Work completion shall be considered only after acceptance of fabrication Route Card/Inspection report by quality department and the date of acceptance shall be considered as completion date.
- **4.** LD shall be calculated on the basis of SIV/MIV date against monthly loading annexure & the date of acceptance of fabrication Route Card/Inspection report by quality department.





Annexure- C

SPECIAL CONDITIONS OF CONTRACT

Indent no: 20230256

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)

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ANNEXURE-D

PRE-QUALIFICATION REQUIREMENT

Indent no: 20230256

Qualifying Criteria for Techno-commercial bid

SI. No	Description	Offer
1	Acceptance of terms and conditions by submitting signed & stamped copy of all annexures.	Enclose Self- attested copy of tender Document
2	Submission of EMD as specified in NIT (Receipt copy to be enclosed)	Enclosed proof of EMD submitted.
3	 a) Bidder should have Engineer/Supervisor with qualification of Engg. Graduate / Diploma / 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 NTPC/Lloyd/BHEL authorized agency as per Contractors Scope of work at sl. No. 2.3 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 Contractors Scope of Supply at Sl. No. 2.3 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) c) Bidder to deploy their supervisor and welders for execution of work order as per above at sl. no. a) and b) only. 	Enclose Self- attested copy of qualification certificate.
4	Bidder should have valid PAN Card, EPF registration, ESIC registration, GST registration no. (Enclose copy as proof)	
5	 Financial Turnover:- a. Average Financial turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs. 7.99 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). 	Enclose copy balance sheets as proof
6	Experience of having successfully completed similar work* during last 7 years ending last day of month previous to the one in which applications are invited to be the following:- a. Three similar completed works costing not less than the basic amount of Rs. 4.76Lakhs / OR b. Two similar completed works costing not less than the basic amount of Rs. 7.14 Lakhs/	Enclose copy of work order/PO/ work execution certificate.

PREPARED BY:

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APPROVED BY:

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ANNEXURE-D

PRE-QUALIFICATION REQUIREMENT

	indenti	10: 20230256
	OR c. One similar completed works costing not less than the basic amount of Rs 11.90 lakhs/	
	Note:- In case of similar works being executed with BHEL CFP Rudrapur, experience will be considered till the last day previous to due date of tender submission.	
*	Definition of similar work: Busduct fabrication / Aluminium busduct manufacturing or Aluminium fabrication work involving aluminium welding/ Other Steel Fabrication Work involving welding works.	Enclose copy of work order/PO/ work execution certificate.

Note: Non acceptance	/submission/ comp	liance of above is li	able for rejection	in T/C Bid.
Name of the Party:	5-			
Address of the Party:	E-1143			-
	-	1		
Email ID:	(
Contact Person:	2			
Phone No of Contact Person:				
Bank A/c No:	-	¥		
Bank Name:				
Bank Address:	Service of the servic			
IFS Code:				

(Signature of bidder with seal)

PREPARED BY:

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APPROVED BY:

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Annexure-E

BOQ, SCHEDULE OF WORK & FABRICATION PROCEDURE

Indent no: 20230256 A. Bill of Quantity:-Sl.no. DESCRIPTION QTY Unit As per scope of work Fabrication & Assembly work of NSPBD for enclosure & conductor inside BHEL, CFP, Rudrapur Plant on rate of Rs./Kg **NSPBD** Fabrication work of NSPBD enclosure, 1 conductor and its complete Assembly 50000 Kg kg inside BHEL, CFP as per BHEL drawing.

(B) SCHEDULE OF START AND COMPETION OF WORK:Contract Period will be 12 months from the date of work order/LOI.

SL. NO.	ACTIVITY	DATE OF COMPLETION
1	Mobilization of requisite manpower.	Within one week of receipt of LOI/W.O. Letter of mobilization to be submitted to PDN deptt. by sub-contractor with details of manpower and machines (T&Ps), hand tools and other requisite mobilization resources as per the tender.
2	Fabrication of NSP Bus Ducts	 Allotted quantity to contractor in 12 months progressively. Time of work completion shall be as per schedule given at Sl. No.3 (a) of (Liquidated damage) of SCC as per Annexure-C.
3	Demobilization of manpower deployed	Within one week of completion of W.O. after obtaining no objection certificate from PDN department.

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Annexure-E

BOQ , SCHEDULE OF WORK & FABRICATION PROCEDURE

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(C) FABRICATION PROCDURE & SCOPE OF WORK:-

Α	FABRICATION OF NSPBD ENCLOSURE:		
1	Bending of sheet of required size as per drawing.		
2	Cutting/shearing of sheet as per requirement of fabrication.		
3	Making of full length of enclosure by joining required no. of bend sheet.		
4	Cutting by jig saw, shearing machine and circular saw.		
5	Match marking / fit-up and tack welding.		
6	Fillet welding + butt welding on bends/profile(s) . tap-off(s)		
7	Offer for in process inspection (DP & Dimension) by BHEL quality.		
8	Dressing and roughing		
9	Offering for inspection and clearance from BHEL quality through route card for each job separately. Route card to be filled by shop supervisor and contractor.		
В	FABRICATION OF NSPBD CONDUCTOR:		
1	Making full length of Conductor by joining channels/flats/plates specified in drawing.		
2	Marking for slot(s), cut-out(s), spacer(s).		
3	Marking for profile(s) for different degree(s) as per drawing		
4	Cutting by Jig Saw / Circular Saw		
5	Offer for in process inspection (DP & Dimension) by BHEL/Qly.		
6	Dressing & roughing.		
7	Offering for final inspection and clearance from BHEL/QLY through Route Card for each job separately. Route Card to be filled by shop supervisor of contractor.		
С	For assembly of NSPBD ducts.		
1	Collection of Assembly Drawing from Production Department.		
2	Study of Assembly drawing of each duct.		
3	Preparation of requirements/SIV(Store Issue voucher) of all assembly materials as pedrawing.		
4	Collection of painted enclosure and conductor from painting area.		
5	Collection of materials required for assembly like insulators, fasteners etc.		
6	Assembly of conductor with enclosure as per drawing.		
7	Wiring of Space Heater & Thermostats.		
8	Gasket preparation for Inspection window & terminal Box.		
9	Assembly of Inspection window & terminal Box with oil tight terminal.		
10	Bolting of window covers & terminal box covers.		
11	Offer for final inspection and clearance from BHEL Production/ Quality/ Customer.		

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Annexure-E

BOQ, SCHEDULE OF WORK & FABRICATION PROCEDURE

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12	Filling of Route Card & getting it signed for BHEL Quality Dep	artment
13	Stacking of assembled duct in packing/FG store after Quality	Clearance & PFR.

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ANNEXURE-F

CONTRACTOR'S OBLIGATIONS

Indent no: 20230256

(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 subcontract 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.

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ANNEXURE-F

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- I) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- 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 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 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, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time 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.

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ANNEXURE-F

CONTRACTOR'S OBLIGATIONS

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- 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.
- 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.
- 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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