

Bharat Heavy Electricals Limited

Ramachandrapuram :: Hyderabad – 32

TENDER NOTICE

Name of the department : **CMM-Stores Department**
Tender No.1 : HY/CMM-11PS/TENDER/2019-20, Dt. 01.06.2019

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible /Contractors, who fulfill qualification criteria as stipulated in NIT, for the work, **“Off-Loading of operations like Cutting, Shearing, Painting, Punching and Dispatching for the year Aug 2019 to Aug 2020 in 11 Preparatory Shop.”**
2. Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A and Price bid as Part B super scribing the Name of work, Part Number and Tender reference will be received at this office Up to 1100 Hrs. on or before 25.06.2019 at vendor complex, besides administrative building, BHEL Ramachandrapuram. Technical bid will be opened at 1400 Hrs. on the same date and further information if any, may be obtained from the office.
3. The tender documents are also available in the Web Site of BHEL www.bhel.com. Those who wish to download in the same may do so. While submitting the tender documents, a demand draft/cash paid at BHEL cash office towards cost of tender document should be enclosed. The tender documents downloaded from the website without demand draft for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only. The brief scope of the work and information is provided below:
4. The salient features of the tender documents are as follows :
 - i) Notice inviting Tender
 - ii) Pre-Qualification Criteria
 - iii) Instruction to Tenderer
 - iv) Taxes
 - v) General terms and conditions
 - vi) Eligibility Criteria
 - vii) Earnest Money Deposit
 - viii) Security Deposit
 - ix) Statutory requirement
 - x) Manpower
 - xi) Safety
 - xii) Period of contract
 - xiii) Failure to comply with contract
 - xiv) Payment to Contractor
 - xv) Sub-contract
 - xvi) Laws Governing the Contract
 - xvii) Legal Jurisdiction
 - xviii) Duties and Responsibilities of Contractor
 - xix) Arbitration & Conciliation
 - xx) Contract Work description

- xxi) Techno-Commercial Bid Application
- xxii) Special terms and conditions of Contract
- xxiii) Price Bid
- xxiv) Guidelines & Statutory payments for labour
- xxv) Declaration by Tenderer

5. A set of tender documents (non-transferable) may be purchased on any working day (Monday to Saturday) between 0900 Hrs. to 1400 Hrs. from CMM-Stores Department, BHEL-HPEP, RC PURAM, HYDERABAD-32 by paying the prescribed Tender fee of Rs. 500/- through NEFT/Crossed Demand Draft in favor of "BHEL-RC PURAM, HYDERABAD-32".
6. Bidders can download the tender documents from bhel.com and submit the same following the guidelines contained therein

(Signature & Designation of Official)

PART A

1.0 NOTICE INVITING TENDER

- i. Tender Number & date : **HY/CMM-11PS/TENDER/2019-20, Dt. 01.06.2019**
- ii. Name of the Work : **Off-Loading of operations like Cutting, Shearing, Painting, Punching and Dispatching for the year Aug 2019 to Aug 2020 in 11 Preparatory Shop.**
- iii. EMD : Rs. 34, 804/-
- iv. Approximate Estimated value of work : Rs. 17, 40, 192/-
- v. Cost of tender documents : Rs. 500/-
- vi. Last date for sale of tender documents : 24/06/2019 up to 1400 Hrs.
- vii. Last date for receipt of tender : 25/06/2019 up to 1100Hrs.
- viii. Date, time and place of tender opening : 25/06/2019 at 1400 Hrs. (Vendor Complex)
- ix. Period of completion : 12 Months
- x. Maintenance period : NIL

2.0 PREQUALIFICATION REQUIREMENTS:

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

- i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years –certified by Chartered Accountant, as applicable), should be at least 30% of the estimated cost (Rs. 5.22 Lakhs). Further, the tenderer fails to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years turnover, previous year turnover is compulsory.
- ii) Particulars of experience / credentials for the works executed of similar nature, during the period, not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:
 - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost (Rs. 6.96 Lakhs).
OR
 - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost (Rs. 8.70 Lakhs).
OR
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost (Rs. 13.92 Lakhs).

- d. Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.

In case of experience certificate of other than BHEL, the certificate is to be supported by Form 26AS/PO's/Work orders.

Similar nature of works means where Cutting/Shearing/Machining/fabrication oriented works are involved.

- iii) "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".
- iv) Valid ESI Code Number and P.F. Code Number
- v) GST Registration number if applicable (Copy of GST Registration to be enclosed).
- vi) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).

2.1 INSTRUCTIONS TO TENDERER

2.1.1 Taxes – Incl. GST clauses to be applicable for the tender

- i. The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
- ii. IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %
- iii. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) which ever is lower shall be applicable paid.
Composition Scheme to be addressed.
- iv. Payment to the vendor is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.
The taxes and duties that are reimbursed would be the ones applicable as on the contractual service delivery date or the amount actually paid whichever is less.
In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/leviable on BHEL.
- v. **Penalty clause:**
The work is to be completed within 2 days from the date of handover of issue documents. In the event of delay in supply of goods and or services beyond contractual delivery period, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the total purchase order or contract value. Penalty amount so determined along with GST if applicable thereon shall be recovered.

- vi. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
- vii. In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
- viii. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).
- ix. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor alongwith interest levied/leviable on BHEL.
- x. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
- xi. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- xii. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
- xiii. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

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

Part 'A': Techno-commercial Bid

(To be submitted in sealed cover enabling us to open on 25/06/2019 at 1400 Hrs.)

Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions.

2.1.3 Part 'A' must be duly completed and super-scribed. "Part A Techno-commercial Bid".

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The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid. The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.

2.1.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super-scribed "Part B Price Bid".

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- 2.1.5 The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.
- 2.1.6 Part 'B' – the price Bid should not carry any conditions. Price/rate should be quoted in clear terms in the format given by BHEL.
- 2.1.7 Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno- Commercial Bid.
- 2.1.8 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer However is permitted.
- 2.1.9 The tenderer should submit the tender documents intact without detaching any page or pages.
- 2.1.10 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.
- 2.1.11 Before making the offer, the tenderers are advised to carefully go through the terms and Conditions, which form part of the Agreement.
- 2.1.12 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.
- 2.1.13 The price/rate should be quoted in figures as well as in words.
- 2.1.14 Each and every page of tender documents should be stamped & signed by the tenderer.
- 2.1.15 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and addressed to DGM, Vendor Complex should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-32 so as to reach on or before 1100Hrs. on 25.06.2019. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on 25.06.2019 at 1400 Hrs. the same day in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.
- 2.1.16 For any further details required, Sr. Engineer/CMM-11 Stores, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23184088/2867/4429

2.1.17 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.

BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such as non payment of wages within time, non payment of ESI,PF contribution , payment of bonus) and backing out from contract after reverse auction or after receipt of LOI / entering of agreement etc.,

2.1.18 PRICE BID - The tenderers are required to submit their quotation as per the price bid format mentioned in Annexure I of Part B. The price (% Service charge) should be quoted after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.

2.1.19 The Minimum Wages as per statute or BHEL FAIR WAGES revised (whichever is higher) from time to time are payable. The tenderer would be required to pay allowances/incentives as decided and communicated by BHEL.

2.1.20 VALIDITY OF RATES: The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.

2.1.21 REVERSE AUCTION: BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less

2.1.22 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BID:

i) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

- 2.1.23 In case of quantity based work contracts, the tenderer should quote the rates against each item keeping in view the prevailing applicable Minimum wages / BHEL Fair Wages whichever is higher, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.
- 2.1.24 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
- 2.1.25 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- 2.1.26 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.1.27 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.1.28 Tender document should be complete in all respects.
- 2.1.29 Successful tenderers shall enter into an Agreement on stamp paper of Rs.200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- 2.1.30 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- 2.1.31 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.1.32 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 2.1.33 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.1.34 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently

intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.

2.1.35 SITE VISIT:

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

3.0 GENERAL TERMS AND CONDITIONS

- i) Contractor shall obtain Labour License (Central / State Government) before commencement of work as per the applicable rules.
- ii) In case Contractor engages labour from outside T.S State to execute the said work, he is required to obtain licence under Inter State Migrant Workmen (RE&CS) Act 1979
- iii) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.
- iv) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential
- v) The rate for each item shall be reasonable and not unbalanced / impracticable. In case BHEL come across any unbalanced / impracticable rates i.e. 10% or less than 10% estimated value, Tenderer / Bidder may require to furnish detailed analysis to justify the same. If after its examination, BHEL still feels the rates are unbalanced / impracticable, BHEL may asks the tenderer for additional Performance Security or

other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.

- vi) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
- vii) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

3.1 ELIGIBILITY CRITERIA

- 3.1.1 In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the past three years.
- 3.1.2 The Successful tenderer has to get the license from Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract as per the applicable rules.
- 3.1.3 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.1.4 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.5 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
- 3.1.6 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
- 3.1.7 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- 3.1.8 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.1.9 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.10 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.

3.2 EARNEST MONEY DEPOSIT:

- 3.2.1 An amount of Rs. 34, 804/- towards EMD shall be paid to BHEL through EFT (EFT ACCNT NO.: 00000062048154115 , STATE BANK OF INDIA RC PURAM BRANCH IFSC SBIN0020075) or by Demand Draft/Banker's cheque drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest
- 3.2.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- 3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
- 3.2.4 EMD may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL
- 3.2.5 The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained

3.3 SECURITY DEPOSIT

- 3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

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

- 3.3.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.

3.3.3 Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (EFT ACCNT NO.: 00000062048154115 , IFSC SBIN0020075)
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

3.3.4 The Security Deposit may be waived or amount reduced in following cases with the approval (before tendering) of the Head of the Contracting deptt., not below the rank of AGM:

- a) Joint Venture or Subsidiary companies of BHEL
- b) Central/ State PSUs/ Government deptts
- c) Autonomous/ Educational/ Research institutions
- d) Hiring of expert services
- e) Repair/ Maintenance of equipments by OEMs/ OESs
- f) Rental/ Lease/ Hiring of Premises/ Vehicles/ Office equipment etc. where owner's/ contractor's assets are being let out to/ used by BHEL
- g) Catering, Horticulture, Sanitation and Courier services for contract value upto 5 lakhs

The Security Deposit may be waived or amount reduced in other cases for reasons to be recorded with the approval (before tendering) of the Unit Head.

3.3.5 *Collection of Security:*

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

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

The Security Deposit shall not carry any interest.

3.3.6 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture

and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

- 3.3.7 The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

3.4 STATUTORY REQUIREMENTS:

- 3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages / BHEL Fair Wages / Central Govt., / State Govt., (whichever is higher) payable to workmen.
- 3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus (% as prevailing in BHEL RC Puram), PF (12%), EDLI (0.5%), ESI, Gratuity, Service Tax and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, T.S Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.
- 3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 TS Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- 3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- 3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.
- 3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.
- 3.4.8 Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.

- 3.4.9 The tenderer will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus accordingly to his workers.
- 3.4.10 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

3.5 MANPOWER:

- 3.5.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.
- 3.5.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.
- 3.5.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 3.5.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- 3.5.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.

3.5.9 Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

3.5.10 Supervisor is to be engaged in this contract. BHEL Personnel will co-ordinate with supervisor for assigning and execution of work on daily basis.

3.5. A. SAFETY:

- (i) All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
- (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
- (iii) Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00(Rupees Five thousand) per occasion shall be imposed.
- (iv) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.
- (v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of ₹10,00,000.00(Rupees Ten lakhs) per fatality in addition to ₹5,000.00 as mentioned above.

3.6 PERIOD OF CONTRACT

- i) The contract shall be, initially, for a period of 12 months i.e., from Aug 2019 to Aug 2020
- ii) The parties, if mutually agreed upon, may extend the period of contract for a further period of one year on the same terms and conditions.
- iii) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

3.7 FAILURE TO COMPLY WITH CONTRACT

- i) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- ii) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- iii) In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through

any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

Risk Purchase Clause

If the contractor fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the contractor and the company reserve the right to take appropriate action against the defaulted contractor.

3.8 PAYMENT TO THE CONTRACTOR

- i) Normally, the periodicity of payment to the contractor shall be on a calendar month basis. The Contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work.

In certain cases due to direct association of work with customer project, payment is made after completion of work. In such cases same will be specified in the NIT/enquiry and the agreement entered into post award of job.

The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by attendance sheet for all the contract labours capturing therein for each of the Contract labour total time engaged during each day on the job and the same to be duly certified by the BHEL official in charge of the contracted work.

Contract is to be expressed both in terms of required categories of labour and number of labours against each category to ensure that the contractor discharges all the contractual and statutory obligations in respect of labours engaged on the job. At the same time required output in terms of units, tonnage etc. is also to be stated to correlate achieved output vis-à-vis desired output.

Following conditions shall be adhered strict during the contract period:

- a. In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.
 - b. If the unsatisfactory performance repeats, contract is liable to be short closed.
- ii) The Contractor shall initially pay the wages, and other statutory payments etc., with in the specified time, related to his workmen and then claim bills from BHEL. The contractors would be required to submit their Claims along with the proof of payment of wages, PF, ESI etc., to the respective Departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.

The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and catering cap as specified by BHEL. BHEL shall not entertain any claim from the contractor in this regard.

- iii) The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period and also as per the instructions / guidelines of BHEL regarding payment of Bonus.
- iv) The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pair's socks to all his workmen during the contract period.

3.9 Penalty clause:

The work is to be completed within 2 days from the date of handover of issue documents.

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

3.10 SUB-CONTRACTING

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

3.11 LAWS GOVERNING THE CONTRACT

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

3.12 LEGAL JURISDICTION:

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

4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- 4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.

- 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- 4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
- (i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - (ii) A register of workmen Form XIII (Rule 75)
 - (iii) Employment card Form XIV (Rule 76)
 - (iv) Service Certificate Form XV (Rule 77)
 - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
 - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing Officer. Form – XXIV (Rule 82 (I)) with a copy to HRM department regularly.
 - (vii) All statutory registers and records shall be preserved in original for a period of ten years and should be made available even after the contract is over for verification.
- 4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- 4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- 4.6 BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc,. The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 4.7 Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.
- 4.8 The tenderer shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 4.9 Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned

authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.

4.10 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees Pension Scheme 1995 under intimation to HR Dept.

(i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities

(ii) Annual Return in Form 6A along with Form 3A.
(Till this procedure is discontinued by the PF authorities)

4.11 The Contractor shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995

- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
- Attendance.
- Wage Register.
- Any other documents / registers as required

4.12 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995 and Employee's State Insurance Act 1948

(i) The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.

(ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.

(iii) The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.

4.13 In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will not bear the increase of wage revisions or DA revisions. Contractor is advised to quote prices keeping this point with due consideration. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for further tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.

- 4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 on completion of contract and to keep all the records in Form C as per the said Act.
- 4.15 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.
- 4.16 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- 4.17 The Wage period for the Workmen of Contractors engaged on long contracts shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (on 07th day of the calendar month following the wage month) The disbursement shall be proponed to the 6th day, if the 7th day happens to be a holiday. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Bank Account to the Bank Accounts of his workmen so that risks associated with cash transactions can be avoided.
- 4.18 The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that “the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen”. Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM, HYD -32 before submitting Claim for refund of Security Deposit for the respective years.
- 4.19 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.20 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- 4.21 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.22 NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.

- 4.23 Besides the four national holidays i.e. 15th August, 26th January, 2nd October and 1st May (May day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 4.24 In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.
- 4.25 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.
- 4.26 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof
- | | |
|--------------------|-------------|
| (I) Leave Register | Form No. 15 |
| (II) Nomination | Form No. 25 |
- 4.27 The contractor will extend leave with wage to his workers @ of one day for every 20 days work. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.
- 4.28 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the T.S Factories Rules 1950.
- 4.29 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 4.30 **A Refund of Security Deposit:** Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
- 4.31 The Contractor shall be required to deposit GST as applicable before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- 4.32 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.

- 4.33 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 4.34 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
- 4.35 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, TS Labour Welfare Fund Act, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, and other relevant Acts applicable to his workmen under this Contract.
- 4.36 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
- 4.37 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 4.38 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 4.39 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- 4.40 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- 4.41 The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
- 4.42 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.

- 4.43 During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 4.44 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 4.45 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.46 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 4.47 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.
- 4.48 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 4.49 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 4.50 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 4.51 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 4.52 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.53 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.
- 4.54 **ARBITRATION & CONCILITION**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/~~Region/Division~~ issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provision of Arbitration and Conciliation Act 1996 (India) or statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Hyderabad.

The cost arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause 43 above, the Courts at sangareddy shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a profession manner except where the Contract has been terminates by either Party in terms of this Contract.

“In the event of any dispute or difference relation to interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organisations (excluding disputed Railways, Income Tax Customs & Excise Departments), such dispute or difference shall taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.

4.55 Overrun Compensation is not applicable.

5.0 CONTRACT WORK DESCRIPTION:

SCHEDULE 'A'

Contract period from Aug 2019 to Aug 2020

Maximum no. of persons to be deployed on any day should not exceed as define below:

- a. Semikilled workers : --- 11 Nos,
(Shift wise deployment will be decided on day-to-day basis in consultation with the contract executing officers with in the above mentioned daily limit)

Sl No	Activities	Remarks (Breakup of No. of persons to be deployed for each activities daily)
I	<p>Name of work : Operations like cutting, shearing, painting, punching and dispatch of raw materials like rounds, sheets, pipes etc. in BHEL 11 preparatory shop.</p> <ol style="list-style-type: none"> 1. As per the planning requirement, collection of material from holding Store/Yard for issue vouchers like Shop cards, DS cards, SMIVs and Indirect vouchers. Right materials shall be picked up by the contractor from storage yard. Contractor will bring the materials from storage yard to preparatory shop by himself. Crane will be provided by BHEL. 2. Maintenance, upkeep of holding stores, preservation of materials is in the scope of the contractor. Contractor to ensure storing the materials in the allocated places and/ or in respective bin locations. 3. Arrange punching of attestation marks (Specification, Heat No.GR number) on the materials for third party inspection. 4. Linking of the material cards/SMIVs with materials, subsequently handing over to their machine operator for cutting/shearing. 5. Perform cutting/shearing/deburring operation as per requirement. 6. After cutting, the jobs are to be kept in its specified racks shop wise (01, 02,06,51,07 (Tool Room) and 210 (Spares), etc). 7. On individual pieces, punching of specifications, heat no., and painting of <ol style="list-style-type: none"> a. Sale Order No., Work Order No., Part No., No. of pieces, etc., For DS items. b. SMIV No., vendors' name, No. of pieces and GR No., for SMIVs. c. Work Order No., Part No., No. of pieces, specification and Heat No. and Size, etc., for Shop items and for indirect vouchers. 	11 SSW

	<p>Wherever attestation is required, Specification and Heat No's are to be punched on the job i.e., cut pieces.</p> <p>8. Assisting in preparation of Computerized Gate Passes.</p> <p>9. Coordination with QC for clearance of materials.</p> <p>10. Return of left over / balance raw materials to holding Stores after cutting / shearing & placing them in respective locations.</p> <p>11. Employ qualified and experienced operators who can co-relate materials with concerned documents in the Preparatory Shop.</p> <p>12. Correct material / Specification to be cut as per Issue Vouchers.</p> <p>13. Dispatch of Cut pieces on BHEL arranged vehicles such as battery truck, Fork lift, etc., and hand over under acknowledgement to Intermediate Store (I.S) of different Shop cards. DS items are to be sent to concerned CDC and SMIV items are to be loaded on the Lorries/trucks/vans/trolleys of Sub-contract section and obtain acknowledgement from the recipients.</p> <p>15. Day to Day maintenance and cleaning of the machines and Surrounding shop floor to be done by the Contractor. In case of major break down of the machine, BHEL will be arranging for the maintenance.</p> <p>16. Details of work done should be maintained in log book.</p>	
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II. BHEL will provide the following **machines** for the performing the above job.

- (a) Indo-Tech Machine, Asset No. 11-1070.
- (b) Indo-Tech machine, Asset No.11-1069.
- (c) INDO Tools make power hack saw machine, Asset No.11-1066.
- (d) Cobra Hacksaw machine, Asset No.11-1067
- (e) INDO Tools, Asset No.11-1068
- (f) INDO Tools, Asset No.11-1071
- (g) Shearing machine (Maximum up to 2mm). Asset No.11-1052.
- (h) Shearing machine (Godrej) maximum up to 4mm. Asset No.11-1061.
- (i) BEHRINGER Circular Band saw machine, Asset No.11-1065.

III. Crane is provided by BHEL.

IV. Contractor should arrange sufficient and qualified manpower to engage all machines and should complete assigned task with the stipulated time period.

6- A TECHNO-COMMERCIAL BID APPLICATION

To,

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

Dear Sir,

I / We hereby offer to carry out the work **“Off-Loading of operations like Cutting, Shearing, Painting, Punching and Dispatching for the year Aug 2019 to Aug 2020 in 11 Preparatory Shop”** against **Tender No.1: HY/CMM-11PS/TENDER/2019-20, Dt. 01.06.2019**

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

- | | | |
|----------------------------------|---|------------|
| 1. Notice Inviting Tender | } | (Part - A) |
| 2. Bid Application | | |
| 3. Bid Questionnaire - A | | |
| 4. Bid Questionnaire - B | | |
| 5. Declaration by Tenderer | | |
| 6. Instructions to tenderer | | |
| 7. General terms and conditions | | |
| 8. Specific terms and conditions | | |
| 9. Evaluation of price bid | | |
| 10. Scope of Work & Schedule-A | | |
| 11. Price Bid Format | | (Part - B) |

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

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

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

Strike out which is not applicable

Signature of Tenderer

TECHNICAL BID - I

Date :

Tender No.1: HY/CMM-11PS/TENDER/2019-20, Dt. 01.06.2019

Details of the Contractor:

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the control of the tenderer in BHEL . Yes / No
(If yes furnish the details) :

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

d) Is any relative of tenderer employed in BHEL Yes / No

(If yes Furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer

Date :

TECHNICAL BID - II

01	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
02	PAN No.	
03	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
04	Service Tax Registration No. GST REGISTRATION NUMBER	
4.1	State in which registered	
4.2	Type of GST Registration : Composite or Regular (Indicate Composite or Regular)	
4.3	Whether Casual Taxable person or non-resident taxable person or regular taxable person	
4.4	Place from where the services are rendered	
05	Banker's Name & Address	
06	Bank A/C No. & Branch	
07	Have you quoted rates for all the activities, as indicated in the price bid (Part - B)	YES / NO
08	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant: ex.2016-17, 2017-18 & Provisional copy of 2018-19	
09	Details of EMD (DD / EFT number.) (DD/Bankers Cheque/C.R has to be enclosed along with Technical bid).	Amount : C.R/DD No : C.R/DD date : Bank : Branch : Valid up to date:
10	Details of tender document cost (DD / EFT number.) (DD/Bankers Cheque/C.R has to be enclosed along with Technical bid).	Amount :` C.R/DD No : C.R/DD date : Bank : Branch :
11	Particulars of Experience/Credentials As per pre-qualification requirements. (Work completion certificates to be enclosed) (a) If vendor submits Pvt. Company experience, the following documents should be submitted along with technical bid: 1. Awardal Copy 2. Agreement Copy 3. TDS/Form 26AS Otherwise bid will be liable for rejection.	

12	Labour License(State/Central) Validity up to In case not available, bidder shall submit the License before commencement of the work.	
13	GST Reg. No: (Copy to be enclosed)	
14	Reverse Auction acceptance? Yes/No	

Note:

- I. Photocopy in support of above wherever applicable should be attached.

Signature of the Tenderer

Date:

(Incase the department concern requires specific information same may be sought by modifying the above proforma appropriately)

SPECIAL TERMS & CONDITIONS OF CONTRACT

- i. The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.
- ii. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
- iii. The quantity will be counted, measured and weighed and certified by the authorized persons.
- iv. The quantity may slightly vary depending on the requirement which will be informed in advance by BHEL.
- v. The payment will be as per actual quantity prepared, executed and accounted.
- vi. In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the contract executing officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective product head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL.
- vii. Experience Certificate: On completion of contract, the contractor will be issued an experience certificate on the total performance of the contractor such as technical competency, implementation of statutory provisions in time, such as payment of wages to the worker, payment of PF contribution, Payment of ESI contribution, Payment of bonus, issue of PPE, uniform cloth, safety shoe etc., based on which the contractors future bid if any in BHEL will be evaluated.

EVALUATION OF PRICE BID:

- i. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis.
- ii. In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.
- iii. Contractor shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL RC puram and quote rates taking into account all aspects of contract.

PART B**6- B****Annexure I****Price Bid**

CMM/STORES 11-PREPARATORY SHOP NUMBER OF PIECES TO BE CUT FROM AUG 2019 TO AUG 2020				
S. No.	Mt. Code	Description	No. of Proposed Pieces for 2019-20	Estimated Rate/Pc
(1)	(2)	(3)	(4)	(5)
1	AA1011711117	SHEET 2.0 CS HOT ROLLED IS5986 GRFE410	34	17.08
2	AA1011711141	HEET 3.15 CS HOT ROLELD IS5986 GRFE410	36	17.08
3	AA1011711168	SHEET 4.0 CS HOT ROLLED IS5986 GRFE410	2644	17.08
4	AA1011713110	HOT ROLLED CARBON STEEL SHEET 2.0	732	14.22
5	AA10117131136	HEET 3.15 CS HOT ROLELD IS5986 GR205	871	14.22
6	AA1011713128	SHT 2.5 CS HR IS5986 GRFE330	104	17.08
7	AA1011713136	HOT ROLLED CARBON STEEL SHEET 3.15	1870	14.49
8	AA1011714043	SHEET 0.63 CS COLD ROLLED IS513 GRO	2	17.08
9	AA1011714060	SHEET 0.8 CS COLD ROLLED IS513 GRO	32	17.08
10	AA1011714078	SHEET 1.0 CS COLD ROLLED IS513 GRO	692	17.08
11	AA1011714094	SHEET 1.6 CS COLD ROLLED IS513 GRO	1068	17.08
12	AA1011714116	SHEET 2.0 CS COLD ROLLED IS513 GRO	620	14.49
13	AA1011766078	SHEET 1.6 GALVANIZED IS277 GR120 GPD/GC	54	17.08
14	AA1012331083	SHIM 0.20 MILD STEEL COLD REDUCED	22	17.08
15	AA1012331121	SHIM 0.30 MILD STEEL COLD REDUCED	152	14.49
16	AA1020208074	ROUND 12-HOTRLD/FORGD(NORMZ)IS1570GR40C8	100	12.53
17	AA1020208082	ROUND 16-HOTRLD/FORGD(NORMZ)IS1570GR40C8	704	17.08
18	AA1020208104	ROUND 20HOTRLD/FORGD(NORMLZ)IS1570GR40C8	636	17.08
19	AA1020208120	ROUND25 HOTRLD/FORGD(NORMZ)IS1570GR40C8	630	17.08
20	AA1020208147	ROUND 32 HOTRLD/FORGD(NORMZ)IS1570GR40C8	988	17.08
21	AA1020208155	ROUND 36 HOTRLD/FORGD(NORMZ)IS1570GR40C8	232	17.08
22	AA1020208163	ROUND 40 HOTRLD/FORGD(NORMZ)IS1570GR40C8	4	17.08
23	AA1020208180	ROUND 50 HOTRLD/FORGD(NORMZ)IS1570GR40C8	2182	17.08
24	AA1020208201	ROUND 63 HOTRLD/FORGD(NORMZ)IS1570GR40C8	1500	17.08
25	AA1020208228	ROUND 71 HOTRLD/FORGD(NORMZ)IS1570GR40C8	210	17.08
26	AA1020208244	ROUND 80 HOTRLD/FORGD(NORMZ)IS1570GR40C8	868	17.08
27	AA1020208252	ROUND 90 HOTRLD/FORGD(NORMZ)IS1570GR40C8	714	27.35
28	AA1020208260	ROUND 100 HOT ROLLED(NORMZ) IS1570GR40C8	1346	27.35
29	AA1020208287	ROUND125 HOTRLD/FORGD(NORMZ)IS1570GR40C8	2454	27.35
30	AA1020208295	ROUND140 HOTRLD/FORGD(NORMZ)IS1570GR40C8	60	27.35
31	AA1020208309	ROUND160 HOTRLD/FORGD(NORMZ)IS1570GR40C8	340	27.35

32	AA1020208317	ROUND180 HOTRLD/FORGD(NORMZ)IS1570GR40C8	170	27.35
33	AA1020208325	ROUND200 HOTRLD/FORGD(NORMZ)IS1570GR40C8	406	35.32
34	AA1020208341	ROUND250 HOTRLD/FORGD(NORMZ)IS1570GR40C8	144	17.08
35	AA1020213434	ROUND 350HOT RLD/FORGD(NORMLZ)IS1570	64	35.32
36	AA1020213450	ROUND FORGING 400(NORMLZ)IS1570 GR 30C8	12	35.32
37	AA1020408049	SQUARE12 HOTRLD/FORGD(NORMZ)IS1570GR40C8	56	14.49
38	AA1020408073	SQUARE16 HOTRLD/FORGD(NORMZ)IS1570GR40C8	4	14.49
39	AA1020408146	SQUARE32 HOTRLD/FORGD(NORMZ)IS1570GR40C8	2	12.63
40	AA1020408170	SQ 40 HOTRLD/FORGD(NORMZ)IS1570GR40C8	122	12.53
41	AA1020408219	SQ 50 HOTRLD/FORGD(NORMZ)IS1570GR40C8	7	13.65
42	AA1020408243	SQ 63 HOTRLD/FORGD(NORMZ)IS1570GR40C8	248	12.53
43	AA1030205086	ROUND 16 HOTRLD/FORGD(NORMZ)IS1570GR55C8	26	17.08
44	AA1030205124	ROUND 25 HOTRLD/FORGD(NORMZ)IS1570GR55C8	534	17.08
45	AA1030205140	ROUND 32 HOTRLD/FORGD(NORMZ)IS1570GR55C8	48	17.08
46	AA1030205167	ROUND 40 HOTRLD/FORGD(NORMZ)IS1570GR55C8	768	17.08
47	AA1030205183	ROUND 50 HOTRLD/FORGD(NORMZ)IS1570GR55C8	20	17.08
48	AA1030205205	ROUND 63 HOTRLD/FORGD(NORMZ)IS1570GR55C8	190	17.08
49	AA1030205248	ROUND 80 HOTRLD/FORGD(NORMZ)IS1570GR55C8	536	17.08
50	AA1030205264	RD 100 HOTRLD/FORGD(NORMZ)IS1570GR55C8	4	17.08
51	AA1030205280	RD 125 HOTRLD/FORGD(NORMZ)IS1570GR55C8	48	17.08
52	AA1030205299	ROUND CS DIA 140MM.	20	17.08
53	AA1030205310	RD 180 HOTRLD/FORGD(NORMZ)IS1570GR55C8	4	27.35
54	AA1030205329	RD 200 HOTRLD/FORGD(NORMZ)IS1570GR55C8	24	27.35
55	AA1050202163	ROUND 40 IS5517 GR40 CR7AL10MO2	4	17.08
56	AA1050202180	ROUND 50 IS5517 GR40 CR7AL10MO2	298	17.08
57	AA1050202228	ROUND 71 IS5517 GR40 CR7AL10MO2	218	17.08
58	AA1050202244	ROUND 80 IS5517 GR40 CR7AL10MO2	20	17.08
59	AA1050202260	ROUND 100 IS5517 GR40 CR7AL10MO2	6	17.08
60	AA1060220040	AS ROUND 8 DIN EN 10269 GR.21CRM0V5-7	32	17.08
61	AA1060220059	AS ROUND 120 DIN EN 10269 GR.21CRM0V5-7	586	17.08
62	AA1060220067	AS ROUND 10 DIN EN 10269 GR.21CRM0V5-7	30	14.49
63	AA1060220075	AS ROUND 12 DIN EN 10269 GR.21CRM0V5-7	6	17.08
64	AA1060220083	AS ROUND 16 DIN EN 10269 GR.21CRM0V5-7	174	17.08
65	AA1060220105	AS ROUND 20 DIN EN 10269 GR.21CRM0V5-7	554	17.08
66	AA1060220148	AS ROUND 32 DIN EN 10269 GR.21CRM0V5-7	1548	17.08
67	AA1060220164	AS ROUND 40 DIN EN 10269 GR.21CRM0V5-7	740	17.08
68	AA1060220180	AS ROUND 50 DIN EN 10269 GR.21CRM0V5-7	1248	17.08
69	AA1060220202	AS ROUND 63 DIN EN 10269 GR.21CRM0V5-7	1696	17.08
70	AA1060220229	AS ROUND 71 DIN EN 10269 GR.21CRM0V5-7	224	17.08
71	AA1060220245	AS ROUND 80 DIN EN 10269 GR.21CRM0V5-7	6	17.08

72	AA1060220253	AS ROUND 90 DIN EN 10269 GR.21CRMV5-7	1774	17.08
73	AA1060220261	AS ROUND 100 DIN EN 10269 GR.21CRMV5-7	274	27.35
74	AA1060220270	AS ROUND 110 DIN EN 10269 GR.21CRMV5-7	154	27.35
75	AA1060220288	AS ROUND 125 DIN EN 10269 GR.21CRMV5-7	178	27.35
76	AA1060220296	AS ROUND 140 DIN EN 10269 GR.21CRMV5-7	148	27.35
77	AA1060220300	AS ROUND 160 DIN EN 10269 GR.21CRMV5-7	216	27.35
78	AA1060220318	AS ROUND 180 DIN EN 10269 GR.21CRMV5-7	280	27.35
79	AA1060220326	AS ROUND 200 DIN EN 10269 GR.21CRMV5-7	96	27.35
80	AA1060222043	AS RND 115 DIN EN 10269GR.20CRMOVTIB4-10	24	27.35
81	AA1060222205	AS RND 63 DIN EN 10269 GR.20CRMOVTIB4-10	130	17.08
82	AA1060222256	AS RND 90 DIN EN 10269 GR.20CRMOVTIB4-10	2	17.08
83	AA1060222302	AS RND 160 DIN EN 10269GR.20CRMOVTIB4-10	1	27.35
84	AA1060222310	ST-BAR-TEMP-HIGH-H&T-RND,180	35	15.95
85	AA1070221040	ROUND 8 SS H&T GR.X20CR13	10	17.08
86	AA1070221082	ROUND 16 SS H&T GR.X20CR13	22	14.67
87	AA1070221120	ROUND 25 SS H&T GR.X20CR13	160	17.08
88	AA1070221147	ROUND 32 SS H&T GR.X20CR13	114	17.08
89	AA1070221180	ROUND 50 SS H&T GR.X20CR13	40	17.08
90	AA1070221201	ROUND 63 SS H&T GR.X20CR13	102	17.08
91	AA1070221244	ROUND 80 SS H&T GR.X20CR13	6	17.08
92	AA1070221252	ROUND 90 SS H&T GR.X20CR13	60	17.08
93	AA1070221260	ROUND 100 SS H&T GRX20CR13	348	27.35
94	AA1070221686	ROUND 130 SS H&T GRX20CR13	130	27.35
95	AA1071055208	PIPE(SMLS) 21.3X2.1 S.S SA312 GRTP321	18	17.08
96	AA1071055399	PIPE(SMLS) 48.3X7.14 S.S SA312 GRTP321	2	17.08
97	AA1071055526	PIPE(SMLS) 88.9X3.05 S.S SA312 GRTP321	50	17.08
98	AA1071055550	PIPE(SMLS) 88.9X5.5 S.S SA312 GRTP 321	134	17.08
99	AA1071155369	PIPE(SMLS) 168.3X7.11 SS SA312 TP321	18	17.08
100	AA1071737139	SHEET 3.15 SS SA240 (ANLD)	62	17.08
101	AA1071737163	SHEET 4.0 SS SA240 (ANLD)	92	17.08
102	AA1071740075	SHEET 1.0 SS SA240 TYPE321	610	17.08
103	AA1071740091	SHEET 1.6 SS SA240 TYPE321	264	17.08
104	AA1071740113	SHEET 2.0 SS SA240 TYPE321	424	17.08
105	AA1071740130	SHEET 3.15 SS SA240 TYPE321	1592	17.08
106	AA1071740164	SHEET 4.0 SS SA240 TYPE321	76	17.08
107	AA1071838016	SS PLATE 5 SA240 TYPE410 GR X12CR13G	54	14.49
108	AA1071838032	SS PLATE 6 SA240 TYPE410 GR X12CR13G	14	14.49
109	AA1071838059	SS PLATE 8 SA240 TYPE410 GR X12CR13G	8	14.49
110	AA1071838075	SS PLATE10 SA240 TYPE410 GR X12CR13G	4	14.49
111	AA1071838091	SS PLATE 12 SA240 TYPE410 GR X12CR13G	22	14.49

112	AA1075258111	SS RND150	34	35.32
113	AA1075258162	ROUND 250-SS -GR X12CR13	24	17.08
114	HE9715624022	PIPE OD 406.4X12 THK SS-A312 TP 316L	20	17.08
115	HE9715624049	PIPE(WLD)OD 508X8.3THK SS A312 TP304	20	14.49
116	HEN107250001	ANGLE SS 75 X 75 X 8 TP304	36	17.08
117	HY1010299026	RND CS 6	1006	17.08
118	HY1010299050	RND CS 8	4	17.08
119	HY1010299069	RND CS 10	452	17.08
120	HY1010299077	RND CS 12	204	12.53
121	HY1010299085	RND CS 16	532	17.08
122	HY1010299107	RND CS 20	872	17.08
123	HY1010299123	RND CS 25	868	17.08
124	HY1010299140	RND CS 32	286	17.08
125	HY1010299166	RND CS 40	130	17.08
126	HY1010299182	CS ROUND 50 DIA	130	17.08
127	HY1010299204	RND CS 63	628	17.08
128	HY1010299220	RND CS 71	288	17.08
129	HY1010299247	CS (WLDG QLTY) RND 80	96	17.08
130	HY1010299263	RND CS 100	44	27.35
131	HY1010299280	RND CS 125	1080	27.35
132	HY1010299298	RND CS 140	5	27.35
133	HY1010299301	RND CS 160	60	27.35
134	HY1010299310	RND CS 180	22	27.35
135	HY1010299328	RND CS 200	30	27.35
136	HY1010299336	RND CS 250	22	35.32
137	HY1010299344	RND CS 300	6	35.32
138	HY1010499041	SQ CS 12	6	14.49
139	HY1010499076	SQ CS 16	4	17.08
140	HY1010499092	SQ CS 20	6	17.08
141	HY1010499173	SQ CS 40	2	17.08
142	HY1010499211	SQ CS 50	108	17.08
143	HY1010499246	SQ CS 63	6	17.08
144	HY1020213612	RND CS 200	4	35.32
145	HY1020213639	RND CS 250	222	35.32
146	HY1020213655	RND CS 300	92	35.32
147	HY1030205620	RND CS 410 NORM	1	35.32
148	HY1040261167	RND CS, HTS 40	20	27.35
149	HY1040261221	RND CS, HTS 71	2	27.35
150	HY1040261264	RND CS, HTS 100	240	27.35
151	HY1040261752	RND CS, HTS 140 ANLD	20	17.08

152	HY1050202287	RND AS 125	124	17.08
153	HY1050261224	RND AS 71	98	17.08
154	HY1050261240	RND AS 80	278	27.35
155	HY1050261259	RND AS 90	10	27.35
156	HY1050261283	RND AS 125	84	17.08
157	HY1050261682	RND AS 130	6	17.08
158	HY1050261690	RND AS 180	114	17.08
159	HY1050261712	RND AS 250	8	17.08
160	HY1050263014	RND AS 160	10	17.08
161	HY1050263022	RND AS 300	74	17.08
162	HY1050265122	RND AS 25	162	27.35
163	HY1050265149	RND AS 32	16	27.35
164	HY1050265157	RND AS 36	42	27.35
165	HY1050265165	RND AS 40	20	27.35
166	HY1050265181	RND AS 50 ANLD	176	27.35
167	HY1050265190	RND AS 56	23	27.35
168	HY1050265220	RND AS 71 ANLD	38	27.35
169	HY1050265262	RND AS 100 ANLD	2	27.35
170	HY1050265289	RND AS 125 ANLD	46	27.35
171	HY1050265300	RND AS 160 ANLD	124	27.35
172	HY1050265343	RND AS 250 ANLD	28	17.08
173	HY1060220687	RND AS, HTS 130	160	27.35
174	HY1060220725	RND AS, HTS 250	20	17.08
175	HY1060222647	RND AS, HTS 130	40	17.08
176	HY1060263084	RND AS 16 HTS	102	27.35
177	HY1060263122	RND AS 25 HTS	952	27.35
178	HY1060263149	RND AS 32 HTS	1052	27.35
179	HY1060263165	RND AS 40 HTS	730	27.35
180	HY1060263181	RND AS 50 HTS	864	27.35
181	HY1060263203	RND AS 63 HTS	1774	27.35
182	HY1060263220	RND AS 71 HTS	920	27.35
183	HY1060263246	RND AS 80 HTS	22	27.35
184	HY1060263254	RND AS 90 HTS	1434	27.35
185	HY1060263270	AS (HTS) RND 110	700	35.32
186	HY1060263297	RND AS 140 HTS	212	35.32
187	HY1060263300	RND AS 160 HTS	124	35.32
188	HY1060263319	RND AS 180 HTS	40	35.32
189	HY1060263688	RND AS 130 HTS	286	35.32
190	HY1060263696	RND AS 120 HTS	264	35.32
191	HY1060264080	RND AS 16 (CRT)	56	17.08

192	HY1060264129	RND AS 25 (CRT)	12	17.08
193	HY1060264137	RND AS 28 (CRT)	4	17.08
194	HY1060264153	RND AS 36 (CRT)	538	17.08
195	HY1060264161	RND AS 40 (CRT)	88	17.08
196	HY1060264188	RND AS 50 (CRT)	554	17.08
197	HY1060264200	RND AS 63 (CRT)	1568	17.08
198	HY1060264226	RND AS 71 (CRT)	104	17.08
199	HY1060264242	RND AS 80 (CRT)	920	17.08
200	HY1060264269	RND AS 100 (CRT)	948	35.32
201	HY1060264285	RND AS 125 (CRT)	1052	35.32
202	HY1060264307	RND AS 160	110	35.32
203	HY1060264323	RND AS 200	124	35.32
204	HY1060264340	RND AS 250	36	35.32
205	HY1060265346	RND AS, HTS 250	344	35.32
206	HY1060265362	RND AS, HTS 300	212	35.32
207	HY1060265648	RND AS, HTS 350	46	35.32
208	HY1060265656	RND AS, HTS 400	22	35.32
209	HY1060266180	RND AS, HTS 50	52	17.08
210	HY1060266229	RND AS, HTS 71	48	17.08
211	HY1060266270	RND AS, HTS 110	224	27.35
212	HY1060266342	RND AS, HTS 250	8	27.35
213	HY1060266369	RND AS, HTS 300	12	15.95
214	HY1060266725	RND AS, HTS 150	2	27.35
215	HY1060268027	RND AS 400	4	17.08
216	HY1070221961	RND SS 125 X20CR13V	118	27.35
217	HY1070263184	RND SS 50	2	17.08
218	HY1070263206	RND SS 63 ESR QUALITY	22	17.08
219	HY1070263249	RND SS 80	58	17.08
220	HY1070263257	RND SS 90	20	17.08
221	HY1070263273	RND SS 110	34	17.08
222	HY1070263729	RND SS 150	68	17.08
223	HY1070267120	RND SS, HTS 25	540	17.08
224	HY1070267147	RND SS, HTS 32	302	17.08
225	HY1070267163	RND SS, HTS 40	138	17.08
226	HY1070267180	RND SS, HTS 50	650	17.08
227	HY1070267201	RND SS, HTS 63	670	17.08
228	HY1070267228	RND SS, HTS 71	614	17.08
229	HY1070267252	RND SS, HTS 90	486	17.08
230	HY1070267309	RND SS, HTS 160	376	35.32
231	HY1070267317	RND SS, HTS 180	54	35.32

232	HY1070267325	RND SS, HTS 200	102	35.32
233	HY1070267341	RND SS, HTS 250	278	35.32
234	HY1070267694	RND SS, HTS 120	296	35.32
235	HY1070270067	RND SS 10	182	15.69
236	HY1070270075	RND SS 12	474	12.53
237	HY1070270091	RND SS 18 ANLD	454	16.7
238	HY1070270105	RND SS 20	145	12.53
239	HY1070270156	RND SS 36 ANLD	108	17.08
240	HY1070270180	RND SS 50 ANLD	564	17.08
241	HY1070270202	RND SS 63 ANLD	116	17.08
242	HY1070270261	RND SS 100 ANLD	292	27.35
243	HY1070270270	RND SS 125	76	15.95
244	HY1070270725	RND SS 150	48	27.35
245	HY1070271322	RND SS 200	2	15.95
246	HY1070271721	RND SS 150	180	27.35
247	HY1070272272	RND SS 120	2	17.08
248	HY1070272280	RND SS 125	2	35.32
249	HY1070272361	RND SS 300	142	35.32
250	HY1071055593	PIPE SS 323.8 X 9.5 A312 TP321	2	14.49
251	HY1071055615	PIPE SS 21.3 X 2.8 A312 TP321	18	17.08
252	HY1071055623	PIPE SS 21.3 X 3.7 A312 TP321	36	17.08
253	HY1071055631	PIPE SS 26.7 X 2.1 A312 TP321	42	17.08
254	HY1071055640	PIPE SS 26.7 X 2.9 A312 TP321	32	17.08
255	HY1071055658	PIPE SS 26.7 X 3.9 A312 TP321	20	17.08
256	HY1071055666	PIPE SS 26.7 X 7.82 A312 TP321	4	17.08
257	HY1071055674	PIPE SS 33.4 X 2.8 A312 TP321	36	17.08
258	HY1071055682	PIPE SS 33.4 X 3.4 A312 TP321	62	17.08
259	HY1071055690	PIPE SS 33.4 X 4.5 A312 TP321	36	17.08
260	HY1071055704	PIPE SS 33.4 X 6.35 A312 TP321	52	17.08
261	HY1071055712	PIPE SS 42.2 X 3.6 A312 TP321	20	17.08
262	HY1071055720	PIPE SS 48.3 X 3.7 A312 TP321	90	17.08
263	HY1071055747	PIPE SS 48.3 X 5.1 A312 TP321	20	17.08
264	HY1071055755	PIPE SS 60.3 X 2.8 A312 TP321	36	17.08
265	HY1071055763	PIPE SS 60.3 X 3.9 A312 TP321	40	15.95
266	HY1071055771	PIPE SS 60.3 X 8.74 A312 TP321	48	15.95
267	HY1071055780	PIPE SS 73.16 X 5.2 A312 TP321	20	15.95
268	HY1071055810	PIPE(SMLS) 88.9X7.62 SS SA312 TP321	10	15.95
269	HY1071055844	PIPE SS 114.3 X 3.05 A312 TP321	42	15.95
270	HY1071055852	PIPE SS 114.3 X 6.0 A312 TP321	10	15.95
271	HY1071055860	PIPE SS 114.3 X 13.5 A312 TP321	10	15.95

272	HY1071055895	PIPE SS 168.3 X 3.4 A312 TP321	5	17.08
273	HY1071055933	PIPE SS 219.1 X 3.76 A312 TP321	10	17.08
274	HY1071055941	PIPE SS 219.1 X 8.2 A312 TP321	12	17.08
275	HY1071055976	SS PIPE(SML)-A312TP321-OD 273X4.2 THK	20	14.49
276	HY1071055984	PIPE SS 273 X 9.3 A312 TP321	14	15.95
277	HY1071090054	TUBE SS 12.7 X 2.1	20	17.08
278	HY1071093053	TUBE SS 6.35 X 0.9 S/L	5	17.08
279	HY1071093088	TUBE SS 9.53 X 0.9 S/L	20	17.08
280	HY1071093118	TUBE SS 12.7 X 0.9 S/L	5	15.95
281	HY1071093126	TUBE SS 12.7 X 1.65	20	17.08
282	HY1071093134	TUBE SS 9.5 X 1.24	20	17.08
283	HY1071093142	TUBE SS 19.05 X 2.4	20	17.08
284	HY1071093169	TUBE SS 19.05 X 1.4732 S/L	20	15.95
285	HY1071093223	TUBE SS 25.4 X 2.1	1	17.08
286	HY1071155610	PIPE SS 6 X 1.0 A312 TP321	4	17.08
287	HY1071155628	PIPE SS 6 X 1.5 A312 TP321	46	17.08
288	HY1071155636	PIPE SS 10 X 2 A312 TP321	6	15.95
289	HY1071155652	PIPE SS 17.1 X 1.8 A312 TP321	44	15.95
290	HY1071155660	PIPE SS 12.7 X 2.1 A312 TP321	4	15.95
291	HY1071155679	PIPE SS 17.1 X 3.2 A312 TP321	1	15.95
292	HY1071155687	PIPE SS 10.3 X 1.24 A312 TP321	20	14.49
293	HY1071155695	PIPE SS 13.7 X 1.7 A312 TP321	20	17.08
294	HY1071155709	PIPE SS 13.7 X 3.0 A312 TP321	20	17.08
295	HY1071155717	PIPE SS 13.7 X 2.2 A312 TP321	20	14.49
296	HY1071155733	PIPE(SMLS) 60.3X5.54 SS SA312 TP321	2	17.08
297	HY1071155741	PIPE SS 21.3 X 4.78 A312 TP321	1	17.08
298	HY1071155750	PIPE SS 141.3 X 6.6 A312 TP321	1	17.08
299	HY1071155776	PIPE SS 168.3 X 14.27 A312 TP321	2	17.08
300	HY1071155830	PIPE SS 101.6 X 5.7 A312 TP321	20	17.08
301	HY1071740148	SHT SS 0.63	152	17.08
302	HY1071780077	SHT SS 1.0 X10CR13KG	84	17.08
303	HY1071780115	SHT SS 2.0 X10CR13KG	162	17.08
304	HY1071780166	SHT SS 4.0 X10CR13KG	30	17.08
305	HY1071783017	SHT SS 1.6	24	17.08
306	HY1071783025	SHT SS 3.15	162	17.08
307	HY1071840649	PLATE SS-321 THK. 5MM	4	14.49
308	HY1071840657	PLATE SS-321 THK. 10MM	20	14.49
309	HY1071886037	PLT SS 6 TP304L	8	14.49
310	HY1071886053	PLT SS 8 TP304L	22	14.49
311	HY1071886070	PLT SS 10 TP304L	20	14.49

312	HY1071886096	PLT SS 12 TP304L	20	14.49
313	HY1071886118	PLT SS 16 TP304L	82	14.49
314	HY1071886134	PLT SS 20 TP304L	316	14.49
315	HY1071886150	PLT SS 25 TP304L	82	14.49
316	HY1071886177	PLT SS 32 TP304L	12	14.49
317	HY1071886185	PLT SS 36 TP304L	4	14.49
318	HY1071886193	PLT SS 40 TP304L	240	14.49
319	HY1071886215	PLT SS 50 TP304L	16	14.49
320	HY1071886231	PLT SS 63 TP304L	20	14.49
321	HY1072339013	SHIM SS 0.05 04CR18NI10	5	15.95
322	HY1072339048	SHIM SS 0.1 04CR18NI10	552	17.08
323	HY1072339080	SHIM SS 0.2 04CR18NI10	860	17.08
324	HY1072339129	SHIM SS 0.3 04CR18NI10	258	17.08
325	HY1072339161	SHIM SS 0.5 04CR18NI10	828	17.08
326	HY1078861013	PLT SS 5 TP304	142	14.49
327	HY1078861021	PLT SS 6 TP304	312	14.49
328	HY1078861048	PLT SS 8 TP304	94	14.49
329	HY1078861056	PLT SS 10 TP304	84	14.49
330	HY1078861064	PLT SS 12 TP304	30	14.49
331	HY1078861080	PLT SS 16 TP304	90	14.49
332	HY1078861129	PLT SS 25 TP304	14	14.49
333	HY1078861145	PLT SS 30 TP304	52	14.49
334	HY1078862028	PLT SS 6	8	14.49
335	HY1078862052	PLT SS 8 TP316	12	14.49
336	HY1078862125	PLT SS 25	20	14.49
337	HY1090294018	RND SS 250	18	15.95
338	HY1090294069	RND SS 400	20	14.49
339	HY1090295014	RND SS 250	4	17.08
340	HY1090295022	RND SS 400	24	17.08
341	HY1091092010	PIPE SS WELDED DIA.219X3.8MM.	6	17.08
342	HY1091092028	PIPE SS 273 X 4.2 WELDED	20	14.49
343	HY1091092036	PIPE SS 323.8 X 4.6 WELDED	20	14.49
344	HY1091092150	PIPE SS 114.3 X 3.05	2	17.08
345	HY1091092168	PIPE SS 168.3 X 3.4	4	17.08
347	MISC		5992	14.49
348	TC9767203028	PIPE 13.72X3.02 SS 304	20	14.49
349	TC9767203052	PIPE 26.7X3.91 SS 304	20	14.49
350	TC9767203214	PIPE 17.1 X 1.8 SS 304	20	14.49
Total			86110	

*Total No. of Pieces to be cut - **86110**

*Estimation Price for the Annexure I is **Rs. 17, 40, 192/-** is inclusive of all other taxes and expenses **Plus GST extra**

*Estimated quantity, price and value are obtained after rounding off the decimal points.

% Service Charge	% (In Figures)	% (In Words)
Excess		
Less		
At Par		

Note:

- 1) The Percentage mentioned as service charge by the bidder is applicable to all line items mentioned in the Annexure I and accordingly rate per piece of each item will be fixed. L1 is fixed on the service charges quoted.
- 2) The Quantities mentioned in the Annexure I are approximate and it may increase or decrease.
- 3) Any increase in rate of DA/ Wages hike shall not be reimbursed to the contractor. The contractor shall anticipate such hike and quote the service charge accordingly.
- 4) Please quote percentage service charges upto two decimal places.
- 5) *In the event of two or more bidders becoming L1, contract will be awarded based on lottery.*

GUIDELINES AND STATUTORY PAYMENTS FOR LABOUR ENGAGED.

- i) **Leaves and Holidays**
11 days paid holidays / per year
1 day leave for every 20 days
- ii) **PF and ESI contributions wages**
PF @ 13.00 % and ESI @ 4.75 % (as applicable) of basic wages should be contributed by the contractor on above daily wages.
- iii) Contractor shall provide two (2) pairs of uniform, helmet, shoes, goggles, and gloves, washing soap, summer cap, dungaree cloth etc., other personal protective Equipment wherever applicable to their labour. No reimbursement will be done against cost incurred on PPE's
- iv) Any increase in rate of DA/ Wages hike shall not be reimbursed to the contractor. The contractor shall anticipate such hike and quote in the tenders.
- v) The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period and also as per the instructions / guidelines of BHEL regarding payment of Bonus. . Bonus amount paid to workmen will **not** be reimbursed by BHEL.

7.0 DECLARATION BY TENDERER

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

Hereby declare as follows:

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

[Signature with Name & seal of the Tenderer]

Date :
Place :