

Bharat Heavy Electricals Limited
Ramachandrapuram :: Hyderabad – 32

TENDER NOTICE (NIT)

Name of the department : RIG UP YARD /PRODUCTION (OIL RIGS DIVISION)
Tender Notice Ref No. : HY/OR/RUY/WC/TN/2019-20 DTD **11.01.2020**

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 Contractor, who fulfill qualification criteria as stipulated in NIT, for the work, **Fabrication, Assembly, Rig Building, Surface Preparation & Painting of various components of Oil Rigs including activities associated for supply of new work over rigs, at Rig Up Yard / Oil Rigs Division, BHEL R C Puram.**
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 **11.00 AM** on or before **21.01.2020** at vendor complex, besides administrative building, BHEL Ramachandrapuram. Technical bid will be opened at **1.30 PM** on the same date and further information if any, may be obtained from the office.
3. Tender documents (non-transferable) can be purchased on any working day (Monday to Saturday) between 09:00 hrs. to 11:30 hrs and 13:00 hrs to 15:00 hrs from office of the AGM (Operations), Oil Rigs, BHEL-HPEP, RC PURAM, HYDERABAD-32 by paying the prescribed Tender fee of Rs.1000/- only (one thousand only) RTGS/NEFT/Demand Draft/ Bankers cheque from any nationalized bank in favor of "BHEL-RC PURAM, HYDERABAD-32".
4. The tender documents are also available in the BHEL Web Site www.bhel.com under heading Tender Notifications. The interested vendors can directly download the tender documents from the website. However, while submitting the tender documents, a RTGS/NEFT/demand draft/Bankers cheque towards cost of tender document should be enclosed to the Techno-commercial bid (part-A). For tender documents downloaded from the website, the Techno-commercial bid (part-A) without RTGS/NEFT/demand draft/Bankers cheque for the specific value will be summarily rejected.
Corrigendum if any including extension of due date, clarification etc., will be published in BHEL web site only

5. The salient features of the tender documents are as follows:

- i) Notice inviting Tender – Clause 1.0
- ii) Prequalification Requirements: Clause 2.0
- iii) Instruction to Tenderer– Clause 3.0
- iv) Taxes & Duties-GST Clauses– Clause 3.1
- v) General terms and conditions– Clause 4.0
- vi) Eligibility Criteria– Clause 4.1
- vii) Earnest Money Deposit (EMD) - Clause 4A
- viii) Security Deposit (SD) - Clause 4B
- ix) Statutory Requirements– Clause 4.2
- x) Manpower – Clause 4.3
- xi) Safety– Clause 4.4
- xii) Period of contract– Clause 4.5
- xiii) Failure to comply with contract– Clause 4.6
- xiv) Payment to Contractor– Clause 4.7
- xv) Penalty Clause – Clause 4.8
- xvi) Sub-contract– Clause 4.9
- xvii) Laws Governing Contract– Clause 4.10
- xviii) Legal Jurisdiction–Clause 4.11
- xix) Duties and Responsibilities of Contractor–Clause 5.0
- xx) Contract Work description- Clause 6.0
- xxi) Techno-Commercial Bid- Clause 6-A
- xxii) Evaluation of Price Bid- Clause 6-B
- xxiii) Guidelines & Statutory Payments- Clause 6-C
- xxiv) Declaration by Tenderer- Clause 7.0
- xxv) Integrity Pact- Clause 5.53

(Signature & Designation of Official)

PART A

1.0 NOTICE INVITING TENDER

i.	Tender Number & date	:	: HY/OR/RUY/WC/TN/2019-20 Dt. 11.01.2020
ii.	Name of the Work	:	: Fabrication,Assembly,Rig building,surface preparation & Painting of various components of Oil rigs including activities associated for supply of new workover rigs at Rig Up Yard.
iii.	Value of the work	:	: 1015.81 Lakhs.
iv.	Cost of tender documents	:	: Rs.1000/-
v.	Last date for sale of tender documents:	:	: 20.01.2020 up to 1400Hrs
vi.	Last date for receipt of tender (Mention date and time)	:	: 21.01.2020 up to 1100Hrs
vii.	Date, time and place of tender opening (Mention date, place and time)	:	: 21.01.2020 at 1330 Hrs. in Vendor Complex
viii.	Period of contract	:	: 12 Months from the date of LOI
ix.	Tender type	:	: Open tender

2.0 PREQUALIFICATION REQUIREMENTS:

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

i). Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet, Profit & Loss account for last 3 years –certified by Chartered Accountant), should be at least 30% of the estimated cost i.e. Rs 304.74 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 last 7 years (Completion and experience certificates with authorized signatory of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:

a) Three similar completed works each costing not less than the amount equal to 25% of the estimated cost i.e Rs 253.95 Lakhs.

OR

b) Two similar completed works each costing not less than the amount equal to 35% of the estimated cost i.e. Rs 355.53 Lakhs.

OR

c) One similar completed work costing not less than the amount equal to 60% of the estimated cost i.e. Rs 609.48 Lakhs.

d) For works executed in BHEL, the Experience certificate issued by authorized signatory of BHEL (duly signed & stamped) will only be considered.

OR

For works executed elsewhere, Experience certificate issued by concerned authorized signatory (duly signed & stamped) will only be considered.

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

iv) Valid ESI Code Number and P.F. Code Number

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

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

Similar Work means “Fabrication and Assembly of fabricated components along with blast cleaning & Painting of Rig components like Mast & Sub Structure, Derricks of offshore platforms / Rigs, Tubular Structures for Workover Rigs & Mobile Rigs, Steel bridges for Railways / Highways, Load bearing structure meeting as per AWS D1.1 standard”

3.0 INSTRUCTIONS TO TENDERER

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

- a) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- b) 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 along with interest levied / leviable on BHEL.
- c) 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.
- d) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
- e) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- f) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- g) Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
- h) 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.
 - i) 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.

j) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

K) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

3.2 **Penalty clause:**

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

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

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

Part 'A': Techno-commercial Bid (*To be submitted in sealed cover enabling us to open on 21.01.2020 at 1330Hrs.*)

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

- i) Part 'A' must be duly completed and super-scribed. "Part A Techno-commercial Bid".
Tender Notice Ref No.: HY/OR/RUY/WC/TN/2019-20 DTD 11.01.2020
Fabrication, Assembly, Rig Building, Surface Preparation & Painting of various components of Oil Rigs including activities associated for supply of new work over rigs, at Rig Up Yard
- ii) 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.
- iii) Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super-scribed "Part B Price Bid".
Tender Notice Ref No.: HY/OR/RUY/WC/TN/2019-20 DTD 11.01.2020
"Fabrication, Assembly, Rig building, surface preparation & Painting of various components of Oil rigs including activities associated for supply of new workover rigs at Rig Up Yard".
- iv) 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.
- v) Part 'B' – the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.

- vi) Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno- Commercial Bid.
- vii) 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.
- viii) The tenderer should submit the tender documents intact without detaching any page or pages.
- ix) The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.
- x) Before making the offer, the tenderer is advised to carefully go through the terms and Conditions, which form part of the Agreement.
- xi) 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.
- xii) The price/rate should be quoted in figures as well as in words.
- xiii) Each and every page of tender documents should be stamped & signed by the tenderer.
- xiv) 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 21.01.2020**. 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 21.01.2020 at 1330 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.
- xv) For any further details required, AGM/Operations (OR) BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23185046/4605.
- xvi) **PRICE BID** - The bidder is required to submit their quotation as per the price bid format mentioned in Annexure I of Part B. The Service charge (to be quoted in % of the estimate) 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.
- xvii) BHEL FAIR WAGES (State Minimum Wages plus BHEL Additional payments) as revised from time to time as per the circular of HR/IR issued are payable to his workmen/staff engaged by him.

- xviii) **VALIDITY OF RATES:** The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.
- xix) PVC not applicable. ORC not applicable.
- xx) Tender document cost and Earnest Money deposit via RTGS/NEFT shall be enclosed to the techno-commercial bid only. Otherwise, the offer will not be considered.
- xxi) The contractor's/ Firms who are entering first time in BHEL, Ramachandrapuram are requested to provide the following NEFT details (Bank official Signature) along with cancelled cheque. This information is required for transactions between BHEL and the Contractor's/Firm's.

(Vendors to furnish this mandate on their Letter Head.)		
To	Ref No:	Date:
Dy. Manager/Finance-CM Bharat Heavy Electricals Limited Ramachandrapuram Hyderabad 502 032	Ref No.	
<p>Dear Sir,</p> <p style="text-align: center;">Sub: Details for National Electronic Fund Transfer</p> <p>We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below</p> <p> A. Sup code (As per PO/SCO) / Staffno : B. (Name as per PO/SCO) : (Retd Employee to indicate address here) C. PAN of Beneficiary : D. TIN of Beneficiary : E. e-mail address of Beneficiary : F. City (of Beneficiary) : G. Bank Name : H. Branch (of Bank) : I. A/c Number : J. A/c type (Savings or Current) : K. MICR Code of the branch (9 digit) : L. IFSC for NEFT (11 char) : M. IFSC for RTGS (If different from L) : </p> <p>Thanking you,</p> <p style="text-align: right;"> (Signature with Seal) _____ Authorised Signatory Authorised Signatory Name Name _____ Designation Designation </p> <hr/> <p>Certified that the particulars furnished above are correct as per our records</p> <p>Date _____</p> <p style="text-align: right;"> (Signature of authorized official of bank) Bank Stamp </p>		

- xxii) **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.

xxiii) DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BID:

- i) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

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

- i) In case of quantity based work contracts, the tenderer should quote the rates on total items keeping in view the prevailing applicable BHEL Fair Wages, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.
- ii) BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- iii) BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- iv) Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- v) Tender document should be complete in all respects. All the pages of tender document shall be singed and stamped.
- vi) Successful tenderers shall enter into an Agreement on stamp paper of Rs.200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.

- vii) The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- viii) If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- ix) If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- x) Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.

xii) SITE VISIT:

- i) 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
- ii) 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.
- iii) The Bidder should inform the BHEL at least 2 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.
- iv) 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

4.0 GENERAL TERMS AND CONDITIONS

- i) Contractor shall obtain Labour License (Central Government) before commencement of work as per the applicable rules.
- ii) In case Contractor engages labour from outside Telangana State to execute the said work, he is required to obtain license under Inter State Migrant Workmen (RE&CS) Act 1979
- iii) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential
- iv) 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 ask the tenderer for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.
- v) 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
- vi) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.
- vii) The BHEL Bank account details for payment of tender document cost & EMD through RTGS/NEFT mode is as follows:

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

- 1. Party Code
- 2. Option : RTGS/NEFT

3. Beneficiary Details:

- A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED
- B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.
- C) Bank Name : STATE BANK OF INDIA
- D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.
- E) Account No. : 62048154115
- F) Account type : Current A/c
- G) Bank IFSC Code : SBIN0020075
- H) Bank MICR Code : 500002370

4.1 ELIGIBILITY CRITERIA

- 4.1.1 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.
- 4.1.2 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 4.1.3 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 4.1.4 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.
- 4.1.5 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.
- 4.1.6 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.
- 4.1.7 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.
- 4.1.8 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.
- 4.1.9 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.

4A EARNEST MONEY DEPOSIT

- i) An amount of Rs.**20.31** lakhs (2 % of Estimate Value) towards EMD shall be paid through RTGS/NEFT (BHEL bank account details are mentioned above) and shall be submitted along with Tec` Bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- ii) Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened price bid to the tenderers.
- iii) EMD of unsuccessful bidders shall be returned promptly upon award of Contract
- iv) EMD of successful tenderer will be retained as part of Security Deposit.
- v) ***EMD by the Tenderer will be forfeited as per NIT conditions,***
if: a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
b) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract. EMD by the tenderer shall be withheld in case any

action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

vi) The EMD may be waived or amount reduced in following cases with the prior approval of the Head of the Contracting dept., not below the rank of AGM:

- a) MSME Supplier
- b) Central/ State PSUs/ Government depts.
- c) Joint Venture or Subsidiary companies of BHEL

vii) **MSME Supplier:** MSME suppliers can avail the intended benefits (Tender documents free of cost, exemption of EMD) only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy CA certificate (Format enclosed at Annexure-A where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e- procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Annexure-A

Certificate by Chartered Accountant on letterhead

This is to Certify that M/s.....
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)
.....dtd:.....Category:.....(Micro/Small).

Further verified from the Books of Accounts that the investment of the company as on date
..... as per MSMED Act 2006 is as follows:

1. **For manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale
industries via its notification No. S.O. 1722 (E) dated October 5, 2006 :)
Rs.Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and
building and furniture fittings and other items not directly related to the service rendered
or as may be notified under the MSMED Act.2006.)
Rs..... Lacs

The above investment of Rs..... Lacs is within permissible limit of
Rs..... Lacs for Micro/ Small (strike off which is not
applicable)

Category under MSMED Act 2006.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

4B SECURITY DEPOSIT

- i) 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: 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
- ii) The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.
- iii) If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.
- iv) The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - a) Local cheques of Scheduled Banks (subject to realization) Demand Draft in favour of BHEL
 - b) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - c) 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)
 - d) 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)
- v) 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.
- vi) Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be considered as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
- Vii) 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.
- Viii) In case of Forfeiture of Security Deposit by one party due to total non-performance of the contract by the other party, such forfeiture of security deposit will be termed as Liquidated Damages and cannot be viewed as part of the transaction value because of complete absence of the main transaction. It becomes a separate transaction as it acquires its own distinct identity. It amounts to tolerating the nonperformance and becomes a declared service and subject to levy of tax."

4.2 STATUTORY REQUIREMENTS:

- 4.2.1 While quoting the rate, the tenderers are advised to take note of minimum wages i.e state basic plus state DA plus additional payments (herein after referred as BHEL fair wages) payable to the workmen.
- 4.2.2 The tenderer will be required to comply with all the statutory provisions such as Bonus @ 8.33% as prevailing in BHEL RC Puram, PF, EDLI, ESI, Gratuity, Service Tax, GST and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, DA increase/decrease, declared Holidays, leave, Telangana State 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.
- 4.2.3 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.
- 4.2.4 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.
- 4.2.5 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.
- 4.2.6 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.
- 4.2.7 The Income tax as applicable will be deducted from the bill of the contractor.
- 4.2.8 Tenderer will be required to maintain the daily attendance of his labour in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus as applicable, leave etc.
- 4.2.9 The tenderer will have to follow the provisions of Payment of Bonus Act 1965 as applicable and Rules 1975, and is liable to pay Bonus @ 8.33 % to his all workmen/ staff. Bonus amount payable to his workmen/staff is inclusive of contract value and BHEL will not pay any amount to the contractor/vendor in this regard.
- 4.2.10 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.

4.3 MANPOWER:

- 4.3.1 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.
- 4.3.2 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.
- 4.3.3 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.
- 4.3.4 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 Engineers/Supervisors have to be borne by the Contractor.
- 4.3.5 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.
- 4.3.6 The contractor shall employ only such personnel who are medically fit. Medical Fitness certificate to be submitted from Authorized personnel should be submitted for Work men/ Supervisors/ Engineers. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 4.3.7 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.
- 4.3.8 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.
- 4.3.9 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.
- 4.3.10 Engineers/Supervisors (having relevant experience) are to be engaged in this contract to ensure proper execution of work as per specified documents. BHEL Personnel will co-ordinate with them for assigning and execution of work on daily basis.

4.4 SAFETY:

- 4.4.1 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.
- 4.4.2 Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.
- 4.4.3 Violation of applicable safety, health & environment related norms, a penalty of ₹ 5,000.00(Rupees Five thousand) per occasion shall be imposed.
- 4.4.4 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.
- 4.4.5 Any compensation paid to victim shall be recovered from contractor, agency or firm, if the accident is attributable to negligence of contractor, agency or firm or any of its employees.
 - a). Victim : Any person who suffers permanent disablement or dies in an accident as defined below.
 - b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project Sites.
 - c). Compensation in respect of each of the victims:
 - (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**:Rs.10,00,000/- (Rs.Ten Lakh).
 - (ii) In the event of **other permanent disability**:Rs. 7,00,000/- (Rs.Seven Lakh)
 - e) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923".

4.5 PERIOD OF CONTRACT

- 4.5.1 The contract shall be valid, initially, for a period of 12 months with firm price (rates will not be changed) from date of LOI.
- 4.5.2 The parties, if mutually agreed upon, may extend the period of contract for a further period of one more year on the same rates, terms and conditions.
- 4.5.3 BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

4.6 FAILURE TO COMPLY WITH CONTRACT

- 4.6.1 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.
- 4.6.2 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.
- 4.6.3 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.

4.6.4 Risk Purchase Clause:

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

4.7 PAYMENT TO THE CONTRACTOR

- 4.7.1 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 for work done against Purchase Order by submitting the proof of completion of the jobs such as Provisional Inspection Report, Delivery Challan / GST Invoice, Goods Receipt & relevant documents. The contractor would be required to keep a record of the proof of payment of wages, PF, ESI etc. 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.
- 4.7.2 The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by "Purchase Order, Internal Movement Gate Pass (SHOP)/ Internal Movement Gate Pass (Stores), Provisional Inspection Report (PIR) by BHEL Quality Control, Delivery Challan/ GST Invoice on BHEL Hyd GSTIN and, Goods Receipt (GR)". All these documents shall necessarily be enclosed to the bill or to the invoice raised.
- 4.7.3 The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pairs of socks to all his workmen during the contract period.
- 4.7.4 The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and Helmet as specified by BHEL. BHEL shall not entertain any claim from the contractor in this regard.

4.7.5 The contractor shall pay bonus (i.e. @8.33%) to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period and also as per the instructions / guidelines of BHEL regarding payment of Bonus. BHEL shall not entertain any claim from the contractor in this regard. Subject to payment of Bonus, clearance for final bill will be issued.

4.8 PENALTY CLAUSE:

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

4.9 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.

4.10 LAWS GOVERNING THE CONTRACT

- 4.10.1 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.
- 4.10.2 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.
- 4.10.3 All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

4.11 LEGAL JURISDICTION:

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

5.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- 5.1 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.
- 5.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen

5.3 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.

5.4 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.

5.5 All the Contractors shall submit the half yearly / yearly returns to Dy. Chief Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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)

5.11 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

5.12 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. 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.

5.13 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.

5.14 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.

5.15 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.

5.16 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.

5.17 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.

- 5.18 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.
- 5.19 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Bills / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 5.20 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen/staff. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- 5.21 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 5.22 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.
- 5.23 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.
- 5.24 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.
- 5.25 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.
- 5.26 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

5.27 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.

5.28 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.

5.29 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.

5.30 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.

5.31 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.

5.32 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.

5.33 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.

5.34 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.

5.35 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.

5.36 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.

5.37 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.

- 5.38 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.
- 5.39 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may be due or which at any time thereafter 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.
- 5.40 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.
- 5.41 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 5.42 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 5.43 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.
- 5.44 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.
- 5.45 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 5.46 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.
- 5.47 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.
- 5.48 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 5.49 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.

5.50 ARBITRATION & CONCILITION:

- 5.50.1 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.

- 5.50.2 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 5.50.3 Subject as aforesaid, the provision of Arbitration and Conciliation Act 1996 (India) or statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be at Hyderabad (the place from which the contract is issued)
- 5.50.4 The cost arbitration shall be borne as per the award of the Arbitrator.
- 5.50.5 Subject to the arbitration in terms of Clause 5.50.3 & 5.50.4 above, the Civil Courts at Sangareddy (District), Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- 5.50.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

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

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

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

5.53 Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. Following independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No.	IEM	Address	Phone & Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	Ph: +91 8130386387 acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	Ph: +91 8853760730 9818377360 vbsinghips@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any compliant arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc on the tenders issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below.

Details of contract person(s)

(1)

Name: M. Srinivasa Rao
Sr.Engineer/Rigup Yard
HPEP Hyderabad
04023182949
srinivasm@bhel.in

(2)

Name: K Venkat Ratnam
AGM/Operations
HPEP-Hyderabad
04023185046
gbskvr@bhel.in

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications,

subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associate. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder (s) Contractors(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 – Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business Dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all bidders and contractors. In case of sub-contracting, the principal contractor shall be responsible for adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process, all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMS is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition of bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records conduct an investigation, and submit their joint recommendations to the management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/administrative action, IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code// Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This Pact shall be operative from the date of IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty/guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made / lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

6 CONTRACT WORK DESCRIPTION: SCOPE OF WORK

SCHEDULE 'A'

- Contract period: Initially for one year from the date Awardal of LOI & it may be extended one more year with the approval of competent authority
- Place of Work: Rig Up Yard & Oil Rigs Fabrication Shop (05 shop)
- Type of Manpower to be deployed: Skilled, Semi-Skilled & Unskilled nature of workmen.
- Shift wise deployment will be decided on day-to-day/weekly basis in consultation with the BHEL official if required, Contract Executing Officers (BHEL/OR), if applicable.
- *Contract work description: Detailed scope of work specified in ANNEXURE -II*
- Expected commencing of work: From date of Awardal of LOI

Sl. No	Activities
1	<p>Nature of the work: Fabrication, Assembly, Rig Building, Surface Preparation & Painting of various components of Oil Rigs including activities associated for supply of new work over rigs, at Rig Up Yard of Oil Rigs Division.</p> <p>The above work consists of Material/Inputs/consumables etc. Withdrawn from stores, Manufacturing of Jobs as per Documents (Drawings, Technological Process & Part List) in the premises of BHEL. Fabricated jobs after QC/BHEL clearance has to be done Grit blasting & painting (surface Preparation) as per Documents. Finished products has to be kept at handing over platform (As per Instruction from BHEL Official). The generated scrap after jobs fabrication is to be handed over to Scrap yard through SDN. The balance Materials/Inputs also to be handed over to respective Stores. The Work Centre should be keep as per Instructions given by Work Centre In charge/BHEL. The Detailed Scope of Work in mentioned in the ANNEXURE-II.</p>

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 "Fabrication, Assembly, Rig Building, Surface Preparation & Painting of various components of Oil Rigs including activities associated for supply of new work over rigs at Rig Up Yard of Oil Rigs Division.

Against Tender Notice Ref No HY/OR/RUY/WC/TN/2019-20 DTD 11.01.2020

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 – Clause 1.0
- 2) Prequalification Requirements: Clause 2.0
- 3) Instruction to Tenderer- Clause 3.0
- 4) Taxes & Duties-GST Clauses- Clause 3.1
- 5) General terms and conditions- Clause 4.0
- 6) Eligibility Criteria- Clause 4.1
- 7) Earnest Money Deposit (EMD) - Clause 4A
- 8) Security Deposit (SD) - Clause 4B
- 9) Statutory Requirements- Clause 4.2
- 10) Manpower – Clause 4.3
- 11) Safety- Clause 4.4
- 12) Period of contract- Clause 4.5
- 13) Failure to comply with contract- Clause 4.6
- 14) Payment to Contractor- Clause 4.7
- 15) Penalty Clause – Clause 4.8
- 16) Sub-contract- Clause 4.9
- 17) Laws Governing Contract- Clause 4.10
- 18) Legal Jurisdiction- Clause 4.11
- 19) Duties and Responsibilities of Contractor- Clause 5.0
- 20) Contract Work description- Clause 6.0
- 21) Techno-Commercial Bid- Clause 6-A
- 22) Evaluation of Price Bid- Clause 6-B
- 23) Guidelines & Statutory Payments- Clause 6-C
- 24) Declaration by Tenderer- Clause 7.0
- 25) Integrity Pact- Clause 5.53

(Part – A)

26. 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

Strike, which is not applicable

Signature of Tenderer

Signature of the Bidder

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TECHNICAL BID – I

Date:

Tender Notice Ref No.: HY/OR/RUY/WC/TN/2019-20 DTD 11.01.2020

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 .
(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	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 - I)	YES / NO
08	Financial Turnover for preceding three years duly certified by qualified Charter Accountant: i.e.2015-16, 2016-17 & 2017-18	Assessment Years 2018-19 2017-18 2016-17
09	Details of EMD (RTGS/NEFT/DD/Bankers Cheque has to be enclosed along with Technical bid).	Amount : DD No : DD date : Bank : Branch :
10	Details of tender document cost (RTGS/NEFT /DD/Bankers Cheque has to be enclosed along with Technical bid)	Amount : DD No : DD date : Bank : Branch :
11	Particulars of Experience/Credentials As per pre-qualification requirements. (Work completion certificates to be enclosed) If vendor submits Pvt. Company experience, the following documents should be submitted along with technical bid: Awardal Copy, Agreement Copy, TDS, Otherwise bid will be liable for rejection.	
12	Labour License(State/Central) Validity up to In case not available, bidder shall submit the License before commencement of the work.	
13	Reverse Auction acceptance? Yes/No	
14	Integrity Pact (IP) acceptance? Yes/No	

Note:

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

Signature of the Tenderer
Date:

(In case 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 & segregation as per BHEL HSE standards, else penalty will be imposed that "double the expenses incurred in this regard, shall be recovered from pending bills of the contractor".
- 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 Purchase Order /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 as per extant Rules of Company.

EVALUATION OF PRICE BID:

- i. Evaluation of the offer shall be computed on overall cost to BHEL basis.
- ii. BHEL reserves the right to negotiate the prices quoted by the contractor/ bidder in case BHEL feels the quoted price is unreasonable.
- 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.

Fabrication, Assembly, Rig building, surface preparation & Painting of various components of Oil rigs including activities associated for supply of new workover rigs at Rig Up Yard.

S NO	CATEGORY	UNIT OF MEASUREMENT	QUANTITIES & VALUE							TOTAL VALUE (RS.)
			FIRM ORDER (QTY.)	RATE (RS.)	FIRM ORDER VALUE (RS.)	ANTI-CIPATED ORDER (QTY.)	RATE (RS.)	ANTI ORDER VALUE (RS.)	TOTAL (FIRM ORDER & ANTICIPATED ORDER (QTY.)	
I	FABRICATION									
1	Items category I: Sheet Metal Work,dwks guards,stud extn caps,baffles,shale slide,ss sheet metal works	MT	7.40	42620.50	315391.70	0.00	42620.50	0.00	7.40	315391.70
2	Items category II: Ladders, stairs,Platforms,handrails,walkways,beam assemblies,suction valves,Drawworks tubing and piping ,rolling &fabrication works of deadline anchor ,&beam Assemblies, etc	MT	80.00	25161.50	2012920.00	60.00	25161.50	1509690.00	140.00	3522610.00
3	Ducts(Inlet & exhaust ducts) & like items for GAS TURBINE, GAS TURBINE Duct frame with Trial assembly, Lift irrigation Pumps & like items, Draft Tube	MT	150.00	22594.00	3389100.00	0.00	22594.00	0.00	150.00	3389100.00

4	Support structures	MT	75	11502.4	862680.00	0.00	11502.4	0.00	75.00	862680.00
5	Mud tanks & skids	MT	500	15405	7702500.00	250	15405	3851250.00	750.00	11553750.00
6	Mast & Substructure New	MT	520.00	32350.50	16822260.00	590.00	32350.50	19086795.00	1110.00	35909055.00
7	Mast & Substructure sections R&U	MT	160	22080.5	3532880.00	0	22080.5	0.00	160.00	3532880.00
8	Drawworks Housing Items Fabrication (New)	MT	42.00	37485.50	1574391.00	0.00	37485.50	0.00	42.00	1574391.00
9	Drawworks Housing R&U	MT	0.00	25675.00	0.00	4.64	25675.00	119132.00	4.64	119132.00
10	Rotary Table Base Fabrication	MT	6.40	37485.50	239907.20	0.00	37485.50	0.00	6.40	239907.20
11	Swivel Fabrication	MT	0.50	37485.50	18742.75	1.50	37485.50	56228.25	2.00	74971.00
12	Builtpup sections	MT	60.00	12324.00	739440.00	0.00	12324.00	0.00	60.00	739440.00
13	HP Mudline & H-Manifold Joints	JOINTS	750.00	1848.60	1386450.00	0.00	1848.60	0.00	750.00	1386450.00
14	Gear box skids	MT	20.00	13710.45	274209.00	0.00	13710.45	0.00	20.00	274209.00
15	Gear box Casing	MT	19.20	13710.45	263240.64	6.40	13710.45	87746.88	25.60	350987.52
16	Gas cutting	sqm	2000.00	20.54	41080.00	0.00	20.54	0.00	2000.00	41080.00
17	Sheaves fabrication		26.00	22594.00	587444.00	5.20	22594.00	117488.80	31.20	704932.80
18	Travelling block Fabrication		10.00	37485.50	374855.00	0.00	0.00	0.00	10.00	374855.00
ii	ASSEMBLY									
19	Mast & Substructure Trial Assembly	MT	520	7394.4	3845088.00	590	7394.4	4362696.00	1110.00	8207784.00
20	Mudsystems inc related piping	MT	584.00	6367.40	3718561.60	292.00	6367.40	1859280.80	876.00	5577842.40
21	Insulation of GAS TURBINE Ducts	sqm	1600.00	390.26	624416.00	0.00	390.26	0.00	1600.00	624416.00
III	SURFACE PREPARATION WORK									
22	Al. Oxide Grit Blasting to SA 2 1/2 Grade with one coat Primer	SQM	22906	313.24	7175075.44	5649	313.24	1769492.76	28555.00	8944568.20

23	Al. Oxide Grit Blasting to SA 3 Grade with one coat Primer	SQM	360	313.24	112766.40	0	313.24	0.00	360.00	112766.40
24	Al. Oxide Grit Blasting to SA 2 1/2 Grade with SPRAY GALVANISING	SQM	15480	585.39	9061837.20	4500	585.39	2634255.00	19980.00	11696092.20
25	Final Painting per coat per sq meter (with airless gun)	SQM	37090	24.65	914268.50	11805	24.65	290993.25	48895.00	1205261.75
IV	RIG BUILDING									
26	Rig building (Unitization & Testing)	MT	200.00	1232.40	246480.00	0.00	1232.40	0.00	200.00	246480.00
V	Total Value				65835984			35745049		10151033
VI	Service Charge									
	% Service charge on Total Value									
	10151033									
a	In figure									
b	In word									
VII	a) Service Charge value in Figure.									
	b) Service Charge value in Words									
Grand Total (Part No V+ Part No VII)										
BHEL/OR will arrive at the total Value of the Contract (excluding GST) by summing up part No V and Part No VII										
Note: This estimate is excluding of GST, which will be paid extra with submission of documentary evidence.										

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 each item will be fixed.
- 2) The Quantities mentioned in the Annexure I is only indicative and subject to variation. The actual quantity may increase or decrease depending upon actual production requirement at the time of ordering /during the contract period.
- 3) Initial LOI will be issued for FIRM & AMA (F) Work Orders/projects which will be valid for a period of one year and within the overall LOI value, Individual POs will be issued for each item with delivery dates mentioned therein & LOI for Work Orders pertaining to Anticipated projects shall be issued after their confirmation.
- 4) Any increase in rate of DA/ Wages hike, Bonus and any other payments to the workmen shall not be reimbursed to the contractor. The contractor shall anticipate such hike and quote the service charge accordingly.
- 5) Please quote percentage service charges up to two decimal places.

6-C GUIDELINES AND STATUTORY PAYMENTS FOR LABOUR ENGAGED.

i) **Leaves and Holidays**

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

ii) **PF and ESI contributions wages**

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

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

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

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

6-D NON-PAYMENT / DELAY / SHORT PAYMENT OF WAGES

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

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

SCOPE OF WORK 'A'- DETAILED TENDER SCOPE/SPECIFICATION OF WORK

This specification is meant for Fabrication, Assembly, Rig Building, Surface Preparation & Painting of various components of Oil Rigs including activities associated for supply of new work over rigs, at Rig Up Yard and 05-Oil Rigs Fabrication Shop, BHEL, RAMACHANDRAPURAM, HYDERABAD for various jobs as detailed below.

BRIEF SCOPE OF CONTRACT:

Collection of materials/Consumables (like electrodes, paints, gas cylinders etc.), issued free of cost from BHEL Stores/Shop, conversion of finished/semi- finished components for Oil Rigs components of BHEL/R C Puram, in accordance with the drawings/QMIs/Quality Plans furnished, inside the Factory premises (in compliance with API requirement), for the components listed in the Annexure-I, with welding & painting consumables and handing over at Shop floor / Shipping/Any other place identified by BHEL within the campus, using your own Material Handling equipment's Tools, Machinery and Manpower. Any additional items/components with the rates shall be added to Annexure-I by mutual acceptance during the contract period. The accepted rates shall remain firm and not subject to any variation / escalation on any account during 12 months period of the contract. Transportation of Raw material/semi-finished goods/finished goods is in vendor scope only.

BHEL SCOPE

BHEL shall provide following free of cost:

- Power
- Gas
- Compressed air
- Electrodes
- Material handling facilities (75MT Crawler Mobile Cranes only)
- All NDT material and NDT facilities
- Grit blasting facility

All raw materials, inclusive of paints shall be supplied by BHEL

The compressed air provided at Rig up Yard will be of approximately 3kg pressure and any higher-pressure requirements has to be arranged by Vendor only. Hence, to meet exigency needs vendor has to arrange the facilities for compressed air.

VENDOR SCOPE

The following facilities are in Vendor Scope:

- Hydraulically operated mobile Cranes 14MT- 3nos
- 5 Ton Fork Lift
- Calibrated Welding machines and accessories
- Rolling machine
- Hydraulic Bending machines
- Gas cutters & accessories
- Pug cutting machine
- Plasma cutting equipment
- Blast cleaning equipment & consumables like Aluminum Oxide Grit, Connecting Hoses etc.,
- Spray galvanizing gun & consumables like zinc wire etc.
- Air less guns & accessories for painting

- Spare Compressor for higher pressure requirements
- Grinding consumables
- Calibrated Portable Welding Ovens
- Name Plates Punching Machine
- Magnetic base Drilling machine
- Core Cutting machine
- Shearing Machine
- Punching Machine

The above items that are needed, are to be arranged by the vendor to work inside BHEL premises. The vendor shall maintain calibration, load test records of the above equipment as per BHEL Quality Management System requirements. Maintenance & Service of Vendor equipment/ machinery is in the scope of vendor.

The facilities to be arranged by the vendor may have to be augmented/new facilities may have to be added based on any new requirements that may crop up from time to time. The vendor should also provide for hand grinding machines to facilitate grinding/ mechanical cleaning of items / welds at corner and radii, etc. The vendor should also arrange facility to weld circumferential and longitudinal seams in down hand position by welders to ensure good quality of welding.

The vendor should mobilize the requisite skilled work force for execution of the jobs. The vendor shall employ well-trained fitters, cutters, grinders, Electrician (Min 2 Nos) and qualified welders (Welder Qualification by BHEL Welding Engineering Department) as per ASME standards and AWS D1.1 requirement to weld carbon steels/high alloy steels/stainless steel. The Painters will be qualified by BHEL.

A suitable working cabin shall have to be arranged by the vendor at the work location. Minimum TWO Engineers and SIX Supervisors (Inclusive of quality Control Supervisors- min. 2) at the site inside BHEL. The quality Control Engineer /Supervisor should have a minimum qualification of Diploma in Engineering (Mechanical) and should be able to independently deal the welding/fabrication and NDT during manufacture inside BHEL. At any point of time throughout the year, these Two Engineers and Six Supervisors should be available at site.

The supervisors/Engineers will have to coordinate with all relevant functions in order to help speedy execution of work. The vendor has to arrange accommodation for their personnel and workforce.

Organization Chart, roles, responsibilities, accountability and authorities of personnel employed by vendor shall be communicated to BHEL from time to time.

MATERIAL HANDLING FACILITIES:

CRANES-BHEL SCOPE:

BHEL shall provide TWO mobile cranes of 75MT capacity for handling heavy jobs.

MATERIAL HANDLING FACILITIES-VENDOR SCOPE

Vendor needs to arrange for **three** hydraulically operated mobile cranes of 14 MT capacity 5 Ton Fork Lifts with all safety features like Hook Load Cut off Switch, Tyre guards etc.. These cranes are to be in good working condition. Maintenance activities of these cranes are in the scope of vendor. Usage & Maintenance of these cranes should be in line with the HSE/BHEL requirements. The spares parts, maintenance & Operation of these cranes are in vendor scope and Vendor has to engage skilled crane operators as per the norms. At any point of time, three mobile cranes with crane operator and helper should be readily available. In case of non-availability, (machine/man power) alternate arrangement should be made without any delay. 5 Tons Diesel Operated Fork Lift with operator.

Additional material/job handling facilities like forklifts, battery trucks, etc., as per requirement to be provided by the vendor. As such, the vendor may have to arrange the material/job handling facilities permanently/if required for a specific period. In other words, the vendor has to be prepared to mobilize this type of material/job handling facilities.

Diesel for these material handling equipment is in vendor scope only.

If any facility/equipment/Material handling equipment which are in vendor scope, provided by BHEL as per request of the vendor, shall be charged to Vendor.

GENERAL DIMENSIONAL ACURACIES & FINISH SCOPE OF ACTIVITIES ACROSS ALL CATEGORIES:

- All drilling / boring/ Taping / milling requirements irrespective of drill size (including Lugs for Mast & SS) for the mentioned items are in the scope of vendor. Such jobs can be offloaded by the vendor on good machine shop to ensure good finish of holes, size & pitch between holes as per drawing.
- Rolling/Bending/Shearing/Punching of items/material/ jobs are in vendor scope.
- The scrap generated out of these jobs, the corresponding scrap value shall be recovered as per BHEL Subcontract norms.

GUARANTEE OF MANUFACTURED JOBS:

- Any weld joints having crack / defects noticed at site within 12 months from date of dispatch shall be attended by the contractor at free of cost.

LOAD

The work load may increase or decrease as per our production requirement. The vendor may have to accordingly plan for sufficient labour strength at the site inside BHEL. This labour strength has to be augmented for every additional load taken up by the vendor. The vendor has to follow all applicable statutory requirements and BHEL norms, revised from time to time, for labour rules. Details are indicated in Annexure "OBLIGATIONS OF THE CONTRACTOR".

FABRICATION

1. ITEMS CATEGORY I:

The work involves all associated miscellaneous fabrication work like sheet metal work, Liners, Floor plates, Cable trays, Baffles, Water-Air-Diesel line pipe joints (Normal welding), and HP mud line brackets etc. All light fabrication jobs for Draw Works Housings, Rotaries, Swivels, Traveling Blocks, Mud Systems, Mud pumps, mobile rigs etc. are also included.

Any similar works other than the above listed items that may crop up from time to time wherein the weight of each job is less than 101 kg are also included in this category.

2. ITEMS CATEGORY II:

The work involves all associated miscellaneous fabrication work of Loose lugs, Guards, Ladders, Platforms, T-Beam assemblies, Cage assemblies, Walk ways, Handrails, Stairs, pipe ramp with stair combination, tool boxes, cat walks, pipe rack, suction valve, shale slides etc. Most of these jobs require plates & structural materials. Wherever matching is required, the handrails shall be trial assembled to the respective matching members before full welding. Spare lugs of in mast sections are included in this category. Likewise, all Guards shall be matched to the respective fabrication units before final welding. The Guards so fabricated are to be matched and welded during final assembly of Draw works. Any similar works other than the above listed items, which may be required with the weights of each job ranging from 101 kg to 750 kg, are also included in this category.

3. GT- CS DUCT FRAMES WITH TRIAL ASSEMBLY:

Fabrication of GAS TURBINE Duct Frames (Exhaust & Inlet) includes rolling, shearing to required dimensions, wherever required preparation of frame walls, welding of flanges and lifting lugs, welding of SS Stiffeners/Brackets, Welding of Studs & Matching of Ducts. All adjacent duct frames shall be trial assembled to check matching of bolting holes. Duct Frames, which are bolted to the Support Structure, shall be trial assembled with respective sections in the Support Structure for transfer of holes. Supporting plates, Brackets of Platforms shall be welded to the individual duct Frames during trial assembly. The thickness of the sidewalls varies from 8 mm to 16 mm, based on the project requirements. NDT is carried out on all Lifting Lugs. There is no separate cost for welding of SS Stiffeners/Silencer Brackets and the Vendor's cost for fabrication of Duct Frames should include the cost for preparation of Duct Stiffeners, Welding of Stiffeners & silencer Brackets to Ducts. The segmental SS stiffeners preparation is in the scope of vendor and all Horizontal Duct Stiffeners shall be supplied by Vendor. Silencer duct – header pipe & silencer pipe assembly weld joints shall be done root layer with TIG welding and all are of RT and/or UT quality. Stiffeners, Retainers, connecting retainers etc. have to be prepared through bending/shearing/Punching and these are in vendor scope only. The vendor is at liberty to out-source the same and the scrap accounting to be adopted in line with the prevailing practice by Subcontract department (BHEL).

4. SUPPORT STRUCTURES:

Fabrication of GAS TURBINE Support Structures involves preparation of all individual Structural Members, Trial Assembly of the Structure & fabrication of all individual members. This also involves preparation of individual packer Plates for the Structures. The materials involved are ISMB Sections, Angles, Plates, etc. The Beams, Channels and angles are to be straightened in full lengths before putting them to use. In case of none of these frames are made up of normal CS plate materials only SS duct Frames. These frames are made up of SS - Plate materials. In case of non-availability of beams, beams are required to be manufactured and used. This activity is included in this category only.

5. MUD TANKS & SKIDS:

Fabrication of Mud Tanks involves preparation of Skids from ISMB 300 & ISMC 200 on which corrugated walls made out of 8 mm plates are placed. The fabrication also involves preparation of individual chambers in the Tanks and fabrication of Rim lines using tubular supplied by BHEL. The corrugated walls are supplied by BHEL and may come in various sizes. In case sizes are different, additional full penetration joints (MPI) shall be done by the vendor. The number of joints can vary depending on the availability of sheets. Preparation of material for corrugation also is in vendor scope. All skids like Mud Mix Skids, Super Charger Skids, De sander Skids, Draw works Motor skids, RC shaft skids, Mud pump skids, etc. are covered in this category.

MUD PUMP SKID (New)

These skids are made from structural components and supporting stiffeners on a level bed. (The beams may have to be built up out of plates and level of the skids needs to be ensured). All machining help shall be provided by BHEL. However, drilling up to 52 mm is in Vendor scope. It comes under Type 5.

6. MAST & SUBSTRUCTURE SECTIONS (NEW):

The Fabrication of components associated with Conventional drilling Rigs, Workover & Mobile Rigs. These are sectional members made out of material like plates, beams, channels, angles, pipes etc. of different sizes. The fabrication should be carried out on a level bed. The work content involved is critical in nature with close tolerance limits. The fit up of the jobs call a high degree of skill. The fabrication is to be carried out with due care with qualified personnel like welders and experienced fitters. NDT like RT, MPI, DP/LPI, UT etc. will be done on certain joints as per documents (Drawings, Technical Process sheets & Part List etc.). All IRD jobs, Lugs required for these sections are included in this category but loose lugs requirements fabrication scope are not considered in this category. All drilling requirements for lugs are in the scope of vendor.

7. MAST & SUBSTRUCTURE SECTIONS (REFURBISHMENT/ R&U):

These are Mast & Sub Structure Sections received from customer sites for refurbishment activities. It is more of repair work on an existing fabricated unit. The scope of work will be as recommended by BHEL Engineering and Quality Control; work may involve cleaning (Removal of oil, grease sand/clay/mud), changing of damaged and corroded members. The fit up of jobs call a high degree of skill and all the welding done may be subjected to NDT, MPI, X-Ray, DP, UT etc. Any Lugs repairs or replacement activity required in these sections is also included in this category.

8. DRAW WORKS HOUSINGS (NEW):

The housings which accommodate rotating parts. These housings comprise of a skid made from structural components and supporting stiffeners on a level bed. (The beams may have to be built up out of plates and level of the skids needs to be ensured). The housing made out of plates (thickness varying from 10 mm to 32 mm) is built on the skid and each individual part has to be machined before fabrication. The housing shall be machined after fabrication and hence the job calls for skillful fabrication.

MUD PUMP HOUSING FABRICATION (NEW)

The housings which accommodate rotating parts.& these housings are made out of plates (thickness varying from 12 mm to 100 mm) is built on the skid and few individual parts have to be machined before fabrication. After successful fabrication, the Pump Housing undergoes machining hence the job requires skilled workmanship.

9. DRAW WORKS HOUSINGS (REPAIR/ R&U):

Draw works housings are received from site for repair & overhauling. After due inspection, the vendor has to take up repair of the fabrication unit as per the direction of BHEL personnel assigned for the same. It is more of repair work on an existing fabrication unit. The work involves removal of existing Air, Grease, Water and Oil piping. Prior to repair work, Drawworks housing should be cleaned thoroughly.

MUD PUMP SKID & HOUSING FABRICATION (REPAIR)

Mud Pump housings and skids are received from site for repair & overhauling. After due inspection, the vendor has to take up repair of such fabrication units as per the direction of BHEL personnel assigned for the same. It is more of repair work on an existing fabrication unit. Prior to repair work, Mud Pump (Housing and Skid) should be cleaned thoroughly.

GAS TURBINE SS DUCT FRAMES WITH TRIAL ASSEMBLY

Fabrication and assembly of GAS TURBINE Stainless Steel Ducting (Work similar to GAS TURBINE- CS DUCT FRAMES WITH TRIAL ASSEMBLY) to as per Document is under this category.

In case of repairs for Customer received Rotary Base, the same shall be processed as per category "DRAW WORKS HOUSINGS (REPAIR/R&U) at Sl.no.9"

10. ROTARY BASE FABRICATION:

Rotary base fabrication comprises fabrication of plates with turntable support and pinion shaft bushing, which are procured as casting. Weld joints to be NDT (UT/MPI/RT/DP) tested. Jobs has to be fabricated strictly as per documents (Drawing/Technological process sheet). After successful fabrication, the Rotary base undergoes machining hence the job requires skilled workmanship.

11. SWIVEL FABRICATION:

These jobs involve critical fabrication as Swivel housings call for 100% RT.

In case of repairs for Customer received Swivel, the same shall be processed as per category "DRAW WORKS HOUSINGS (REPAIR/R&U) at Sl.no.9"

12. BUILT UP SECTIONS:

In case standard beam as per the drawing / specification / bill of material is not available, then it has to be fabricated from alternative material supplied by BHEL. Proper Stiffeners have to be used to avoid distortion and ensure straightness of the built up beam. The straightness shall be within 3 mm in 12 Meters running length. Please note that **No separate order** will be placed if fabricated beam / built up mentioned in the document (Drawing / Part list /BOM) as it is a part of fabrication only.

13. HP MUD LINE FABRICATION:

HP Mud line fabrication involves pipe joints of different sizes of pipes and fittings like bends, Hammer Unions, Tees, end nipples etc. The pipes used are normally of thickness 19 mm and above meant for heavy duty. All joints are full penetration joints and requires edge preparation (by machining) on pipes and bends. The line has to be laid out & fit-up to be done before welding as per document. The Job requires skilled workmen (welders and fitters). NDT like X-ray /RT, UT, DP/LPI shall be done on joints as called for in the drawing/Technological process sheets. The scope also includes pressure testing. Pressure testing equipment shall be arranged by BHEL.

MANIFOLDS:

HP Manifolds fabrication involves pipe joints of different sizes of pipes and fittings like bends, Hammer Unions, Tees, Valves, end nipples etc. The pipes used are normally of thickness 19 mm and above meant for heavy duty. All joints are full penetration joints and requires edge preparation (by machining) on pipes and bends. The line has to be laid out & fit-up to be done before welding as per document. The Job requires skilled workmen (welders and fitters). NDT like X-ray /RT, UT, DP/LPI shall be done on joints as called for in the drawing/Technological process sheets. The scope includes assembly & pressure testing as per document. Pressure testing equipment shall be arranged by BHEL. These job comes under category No.13.

14. GEAR BOX SKIDS:

These fabrication units are made out of plates varying from 40 mm to 120 mm. The job calls for heavy fabrication after due preheating. As the fabrication units' house movable parts i.e. Gear internals, the dimensional accuracies are utmost important during fabrication and deviations are not permissible. Preparation of plates up to 80 mm thick are in vendor scope, plates above 80mm thick shall be arranged by BHEL after due preparation.

15. GEAR BOX CASINGS:

These fabrication units are made out of plates varying from 40 mm to 120 mm. the job calls for heavy fabrication after due preheating. As the fabrication units house movable parts i.e. Gear internals, the dimensional accuracies are utmost important during fabrication and deviations are not permissible. Preparation of plates up to 80 mm thick are in vendor scope, plates above 80mm thick shall be arranged by BHEL after due preparation. Rolling/Bending of the plates is in vendor scope.

16. GAS CUTTING OF DIFFERENT THICKNESS PLATES:

This job involves gas cutting of plates of thickness up to 80mm. for which requirement may crop up from time to time. This category covers those requirements, which are not part of jobs categorized elsewhere.

17. SHEAVES FABRICATION:

Sheaves used on Crown block and Travelling block comprises of Hub, Rim and Web plates. Fabrication of Sheaves for Crown Block and Travelling Block involves, Web plate preparation, fit-up and welding with Hub and Rim as per documents (Drawing/Technological process sheet). The fabricated sheaves undergo NDT like RT, UT & MPI as per documents.

18. TRAVELLING BLOCK COMPONENTS FABRICATION (NEW):

Travelling Block fabrication comprises fabrication of Side plates (thickness of the plate is 100 mm) with lugs of 160mm thick plates, Hood, Guards (incl. fingers) etc. Weld joints to be NDT (UT/MPI/RT/DP) tested. After successful fabrication, the Side plates undergo machining hence the job requires skilled workmanship.

ASSEMBLY WORKS

19. MAST & SUBSTRUCTURE

Mast & Substructure is a critically stressed load bearing equipment manufactured out of wide flange beams and angles of low alloy steel. All the individual sections of the Mast & Substructure, which are to be pre-fabricated with all pin connecting lugs in tack welded condition need to be trial assembled.

All the components, sub-assemblies and Sub structure shall be trial assembled horizontally and lifted to the floor level (25' / 30' / 35') for matching of the assemblies. This is a trial and error procedure and the Substructure may have to be trial assembled a number of times till the matching of all assemblies is complete. Then, the Substructure has to be lowered and welding of all tack-welded lugs has to be completed. The total weight of the jobs to be trial assembled per set would be 115 MT approx.

All the sections of the Mast shall be control assembled horizontally. All the individual sections end plates shall butt to each other. This control assembly of Mast also is a trial and error procedure until all the dimensions are achieved. After Assembly, all the sections have to be dismantled and welding of all lugs has to be completed. The total weight of the jobs to be trial assembled per set is 65 MT approx.

20. MUD SYSTEM INCLUDING RELATED PIPING:

Mud System is cluster of Tanks assembled and connected together with 12", 10", 8" and 6" interconnecting pipes and Dresser Couplings. The alignment of the tanks is to be done as per layout. All interconnecting piping work has to be completed. All mud handling equipment like Mud Guns, Suction Valves, Mud Agitators with impellers, etc. have to be installed and commissioned on the System. All Walk ways, Handrails, Stairways & Platforms have to be assembled with the System to allow for access on the Mud System. The said work is inclusive of all connected Piping (Mud Mix Piping, Super Charger Piping, Desander & Desilter piping, etc.) work and associated fabrication. As such, quoted rate should be inclusive of all of the above. The job also involves pressure testing of the Interconnecting Piping work and Load test for the Mud Tanks. Pressure testing equipment shall be arranged by BHEL. Sub-Assemblies such as Mud Agitator (Gear Box + motor + impeller (20HP/10HP)) is part of Mud System Assembly only.

2" AND 1 1/2" PIPE LINE FABRICATION:

This fabrication is required for air line, water line, diesel lines etc. TIG welding is to be carried out for root run. It comes under Type 20.

21. INSULATION OF GAS TURBINE DUCTS:

This is applicable for GAS TURBINE Duct Frames. In case of GAS TURBINE Exhaust Duct Assemblies, the studs are to be welded to the Stiffeners on the inside surface of Duct / Shell frames before blast cleaning and primer painting. This is required to support the Insulation material. After primer painting and before final painting, insulation and Stainless Steel cladding (retainers) is to be done as per drawings. In case of GAS TURBINE Inlet Duct Assemblies, the formed angles/channels are to be welded in position to support the Insulation. The Insulation and the cladding is done by usage of Glass cloth, perforated sheets, etc. All Insulation material, inclusive of Retainers and Formed Angles/ Channels shall be supplied by BHEL.

SURFACE PREPARATION WORK:

For all Refurbishment of H&R equipment like Travelling Block components, Crown Block Components Swivel components, Rotary base components, Draw works components, Mast & Substructure, Mud System Equipment like Mud Pump Housing, Skid etc. are to thoroughly cleaning (Removal Oil, Grease Mud/sand/clay with kerosene/diesel) before blasting & It is in Vender scope only. BHEL will provide consumables like kerosene/diesel/cotton waste for cleaning.

For grit blasting, mechanized grit blasting facility will be provided by BHEL. Vendor needs to arrange for Aluminum oxide grit for which all necessary certificates are to be furnished. Although grit-blasting facility is provided by BHEL, in exigencies vendor needs to arrange compressor to meet the grit-blasting requirement. All other accessories, end connectors, PPE for personnel etc. are in the scope of vendor.

22. AL. OXIDE GRIT BLASTING TO SA 2 ½ FINISH WITH ONE COAT PRIMER:

All jobs are to be grit blasted with Aluminum Oxide Grit (Size varying from 0.5 mm to 1 mm) to achieve SA 2 ½ finish. All necessary test certificates are to be furnished for the grit purchased. Subsequent to grit blasting, one coat of primer has to be applied with airless gun to achieve 50 DFT. Paints shall be supplied by BHEL.

23. AL. OXIDE GRIT BLASTING TO SA 3 GRADE WITH ONE COAT PRIMER:

All jobs are to be grit blasted with Aluminum Oxide Grit (Size varying from 0.5mm to 1mm) to achieve SA 3 finish. All necessary test certificates are to be furnished for the grit purchased. Subsequent to grit blasting, one coat of primer has to be applied with airless gun to achieve 50 DFT. Paints shall be supplied by BHEL.

24. AL. OXIDE GRIT BLASTING TO SA 2 ½ GRADE WITH SPRAY GALVANISING:

All jobs are to be grit blasted with Aluminum Oxide Grit (Size varying from 0.5mm to 1mm) to achieve SA 2 ½ finish. All necessary test certificates are to be furnished for the grit purchased. One coat of Spray Galvanizing has to be carried out to achieve 80 to 100 DFT. Zinc wire and spray Galvanizing equipment are in the scope of vendor.

25. FINAL PAINTING PER COAT PER SQ METER (WITH AIRLESS GUN):

All jobs are to be painted with finish paint with airless spray gun. The paints shall be supplied by BHEL. Painting equipment and accessories for painting are in the scope of vendor. Blasting, painting to be done in compliance with HSE standards.

Item Category IV:

26. RIG BUILDING ACTIVITY (Unitization & Testing)

Assembly of all sub-assemblies of Oil Rigs like Mast & Substructure, Mud system, Rig electricals, H&R equipment, airline, water line and Diesel line etc. of Conventional Oil Rigs, Workover rigs & Mobile Rigs if applicable. Wherever modification/fabrication required for placement as per drawing/document/Rig layout has to be carried out. Contractor should engage additional 3 nos. of 12T hydras and 40 MT capacity trailer exclusively for Rig building. Till the Rig is dismantled and dispatched, all necessary support for material handling, placement, removal and providing assistance to be carried out in this activity.

COMPLIANCE REQUIREMENTS

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

BHEL Standards are to be followed in all cases.

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

Qualification records are to be maintained for Welders, Blasters, and Painters & Spray galvanizers.

Welders Log Book & Painters Log Book to be maintained for each job. All equipment have to be calibrated from time to time by the vendor with the BHEL approved vendors.

All power drawing Equipment like welding machines should be of 500 amps' capacity and should have built in energy savers. Inverter based machines are preferable. All welding machines should be used with due clearance from our Welding Engineering department.

BHEL QC will be stationed at Rig up Yard and all jobs (inclusive of stage wise Inspection) have to be offered to BHEL QC clearance. All jobs are to be punch marked in line with BHEL QC reference/API Standards such as Q1, 4F, 7K &8C for relevant details like

- Centerline of items
- Erection mark
- Net Weight
- Drawing No / Material Code
- Work Order No,_PGMA & Part No
- Heat No.,GR No. & PIR No

WORK PLACE AND WORK ENVIRONMENT:

Removal of scrap generated by vendor should be cleaned on regular basis. Work place and work environment should be kept clean. A separate team should be arrange on regular basis to clean the work centers.

Vendor/ Contractor should comply with API, ISO 9001, HSE requirements & should be prepared to face the audit by BHEL or external auditors whenever required.

The finished goods after necessary trial assembly, Grit blasting and painting should be handed over to shop planning in a manner such that CDC can easily pack these jobs under the guidance of Shop planning.

7.0 DECLARATION BY TENDERER

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

Hereby declare as follows:

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

[Signature with Name & seal of the Tenderer]

Date :
Place :