

BHARAT HEAVY ELECTRICALS LTD.
STEEL FOUNDRY, CFFP, HARDWAR

To be submitted along with Prequalification - Technical Bid

TENDER FORM

| | |
|--|--|
| NAME OF CONTRACTOR | |
| TENDER NOTICE NO. | FF/15/PSF/RV/WC/02 |
| APPROX. VALUE OF CONTRACT | Rs. 40.45 Lacs |
| LAST DATE FOR SALE OF TENDER | 25.06.2015 UP TO 12:00 PM (NOON) |
| LAST DATE FOR RECEIPT OF TENDER | 26.06.2015 UP TO 2.30 PM |
| TIME & DATE FOR OPENING OF TENDER | 26.06.2015 AT 3.00 PM |
| AMOUNT OF EARNEST MONEY : In favour of Sr. Account Officer (Cash), CFFP, BHEL, Ranipur ,Hardwar | Rs. 100000/- (ONE LAC) TO BE PAID ALONG WITH THE TENDER FORM IN CASH(AS PERMISSIBLE UNDER INCOME TAX ACT), PAY ORDER OR DEMAND DRAFT ONLY. “ONE TIME EMD SHALL NOT BE ACCEPTED” |
| PLACE OF OPENING OF TENDER | STEEL FOUNDRY OFFICE BUILDING, PLANNING SECTION HALL, CFFP, BHEL, HARDWAR |
| PROPOSED PERIOD OF THE CONTRACT | ONE YEAR |
| NAME OF THE WORK | BMG OPERATIONS OF STEEL CASTINGS |
| DESCRIPTION OF WORK | AS PER ANNEXURE-A Price-Bid (BILL OF QUANTITY, Page No-15) ENCLOSED. |

Name & Signature of Contractor
With Date & Seal

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

(Contractor is required to fill-in the details against each column given below and ensure that no column is left blank or incomplete)

| SL. NO. | PARTICULARS | DETAILS |
|----------------|--|---|
| 1 | NAME OF THE CONTRACTOR | |
| 2 | ADDRESS OF THE CONTRACTOR | |
| 3 | TELEGRAPHIC ADDRESS PHONE NO. FAX NO. E-MAIL ID | |
| 4 | NAME/DESIGNATION & ADDRESS OF THE OFFICIAL OF CONTRACTOR TO WHOM ALL THE REFERENCES SHALL BE MADE. | |
| 5 | NAME & ADDRESSES OF DIRECTORS/ PARTNERS/PROPRITERS | |
| 6 | EARNEST MONEY DEPOSITED DETAILS NO.....DATE..... | YES/NO BY CASH/BANK DRAFT |
| 7 | VALIDITY OF OFFER/RATES QUOTED SHOULD BE VALID FOR ORDERING UPTO 180 DAYS FROM THE DATE OF OPENING OF TENDER, TO REMAIN FIRM DURING THE CONTRACT PERIOD IF AWARDED | VALID FOR SIX MONTHS FROM DATE OF PRICE BID OPENING |
| 8 | DETAILS ABOUT TYPE OF THE FIRM IN CASE OF PARTNERSHIP FIRM, PARTNERSHIP DEED TO BE SUBMITTED. | |
| 9 | AUTHORITY LETTER OF PERSON IF DOCUMENTS NOT SIGNED BY AUTHORISED PERSON | YES/NO |
| 10 | ANY LEGAL DISPUTE PENDING BETWEEN CONTRACTOR & BHEL OR PUBLIC SECTOR UNDERTAKING WITH DETAILS. | YES/NO |
| 11 | SUBMITTED PROOF OF REGISTRATION IN THE NAME OF HIS FIRM FOR PF, ESI, SERVICE TAX REGISTRATION (WHICH ARE MANDATORY) | YES/NO |
| 12 | COPY OF INCOME TAX RETURNS SUBMITTED FOR LAST ASSESMENT YEAR | YES/NO |

Note:

1. Self attested photo copy of the documents should be submitted by the contractor along with Prequalification- Technical bid
2. All the reference & details should be filled in neatly in the above statement.

**Name & Signature of Contractor
With Date & Seal**

FROM.....
.....
.....

TO
AGM
Steel Foundry
BHEL – CFFP
Ranipur, Hardwar

Subject: **BMG operations of Steel castings (FF/15/PSF/RV/WC/02)**

Annexure 'A' : Schedule of Bill of Quantity for Tender

I/we here by submit my/our quotations for the above noted work in accordance with the terms & conditions mentioned in the aforesaid documents.

I/we also agree to such duration in the Bill of quantities may be ordered by you or your nominee in accordance with the terms of aforesaid documents.

I/we also forward herewith a sum of Rs..... (Rs) vide Bank Draft/Pay order etc No..... Dt..... issued by.....in favour of Sr. A.O (Cash) CFFP/BHEL Ranipur Hardwar and payable at Hardwar towards earnest money to be utilized in accordance with conditions mentioned in the documents enclosed.

I/we also agree to refer all disputes in respect of this Tender or consequent contract to arbitrator to be nominated by Head of the BHEL/CFFP Hardwar his sole decision shall be final and binding on us.

BHEL's decision in respect of acceptance/rejection of tender in part or full shall be binding on us BHEL's decision in respect of award of Contract in part or full shall be binding on us.

Yours faithfully

**Name & Signature of Contractor
With Date & Seal**

**BHARAT HEAVY ELECTRICALS LTD
UNIT: CENTRAL FOUNDRY FORGE PLANT
RANIPUR – HARDWAR**

INSTRUCTIONS AND GUIDE LINES TO TENDERERS

01.0 RECEIPT AND OPENING OF TENDER

1.1 Sealed tender will be received on behalf of AGM (Steel Foundry), CFFP from the bonafide Contractors with sufficient experience of doing such work as per Clause (4.0) i.e. Prequalification – Technical bid.

1.2 The Tender are to be submitted in two parts:

(A) Part –I (Pre qualification –Technical Bid)

Bid with documents fulfilling the pre-qualification criteria as per Clause 4.0 (page 6) of

Instructions & Guide lines to tenderers of the tender documents (**In Separate Sealed Envelope from page 1 to 14 & page 16**).

(B) Part – II (Commercial Bid/Price Bid) (**Page-15**)

Bid giving rates along with value as per Bill of Quantity as per annexure `A` (In Separate Sealed Envelop)

The Part–I & II should be submitted in separate sealed envelopes there after both the envelopes should be kept in one envelope duly sealed. All envelopes should be sealed and should be super-scribed with Tender No. & due date. Similarly envelope of part – I & II should be super-scribed with Tender No. & due Date and Pre-qualification bid/Price bid etc. The Pre-qualification bids will be first opened & discussed technically and price bid shall be opened only for technically accepted contractors. (*In Separate Sealed Envelope Page -16*)

The Price Bid will be opened only for Technically Qualified Tenderers.

L-1 status shall be decided on total value of contract i.e total value as per annexure – A. Order shall be placed on Two contractors (L1 & L2). The percentage of work shall be in a ratio of 70%:30% respectively. If L2 does not agree to work at L1 rates, then 100% work shall be awarded to L1 bidder.

L-1 STATUS WILL BE DECIDED ON TOTAL VALUE

1.3 Tender shall be opened in the presence of parties, who wish to be present on the occasion.

1.4 Inside Plant premises EOT Crane & Mobile Crane etc. along with required chain slings etc. shall be provided by BHEL as & when required.

1.5 Contractor has to fulfill all the shop's requirement depending upon urgency of work to meet delivery commitments.

02.0 AGREEMENT

The successful tenderer will have to execute an agreement with BHEL/CFFP-Hardwar before the start of the work awarded as per contract & accepted terms & conditions.

**Name & Signature of Contractor
With Date & Seal**

03.0 EARNEST MONEY AND SECURITY DEPOSIT

The tenderer will have to deposit Earnest Money while submitting his tender and the tender will not be accepted without the same. The Earnest Money should be deposited in cash (as permissible under Income Tax Act) or by pay order or by Demand Draft issued by any National Bank in the favour of Sr.A/c.Officer (Cash) of CFFP/BHEL, Ranipur Hardwar, and Payable at Hardwar. **Any other mode of Earnest Money payment & any One Time EMD are not acceptable.**

In case of successful tenderer the Earnest Money will be converted towards the security deposit in respect of the tender and will be refunded after completion of the work

- 3.1 EMD by the Tenderer will be forfeited if, i)after opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. (ii) The tenderer does not commence the work within period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract.
- 3.2 Amount of Security Money to be deposited for proper fulfillment of contract will be as follows:
- | | |
|---------------------------------------|--|
| Up to Rs. 10 Lakhs | - 10% |
| Above Rs. 10 Lakhs up to Rs. 50 Lakhs | - 1 Lakh + 7.5% of the amount Exceeding Rs. 10 Lakhs |
| Above Rs. 50 Lakhs | - Rs. 4 Lakhs + 5% of the amount Exceeding Rs. 50 Lakhs |

The Security deposit should be submitted before start of the work by the contractor.

- 3.3 The successful tenderer shall on the receipt of the acceptance of his tender, deposit with (Finance)CFFP a Sum which will, with the amount of Earnest Money already deposited by him along with tender makes up to 50%(Fifty percent) of the full security deposit as specified above.
- 3.4 For remaining 50% of Security deposit, BHEL/CFFP shall be further entitled to deduct 10% of all money payable to the contract or until such deductions with the security money already deposited by him will makeup the full security deposit.
- 3.5 The Security deposit will be retained by BHEL/CFFP as a Security for due fulfillment of the contract.
- 3.6 The Security Deposit and any other amount accruing to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contract or will be set off against any claim or expenditure incurred by BHEL/CFFP on account of acts of commissions/ commissions on the part of contractor.
- 3.7 All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or released by the sale of Security of from the interest arising there from or from any sum which may be due or become due to the Security deposit being received by reasons of such deductions or sale as aforesaid. The contractor shall with in ten days make good in cash or security endorsed as aforesaid, any sum by which the Security has been reduced.

**Name & Signature of Contractor
With Date & Seal**

| 4.0 PRE-QUALIFICATION CRITERIA | |
|---------------------------------------|---|
| 4.1 | The Contractor should submit required “Earnest Money” along with the tender. One Time BHEL EMD is not acceptable. |
| 4.2 | In case of partnership firm the tenderer must furnish partnership deed along with the tender document. In case the tender is being signed by others than the partners the tender should be accompanied with power of attorney to this effect. |
| 4.3 | PAN No must be furnished along with tender. The validity of offers submitted by Contractors should be valid for ordering up to 180 days from the date of opening of tender, to remain firm during the contract period if awarded. Contractor should have submitted valid income tax return for last assessment year |
| 4.4 | The contractor should submit proof of registration in the name of his firm for PF,ESI, labour license, Service Tax Registration No. (these are mandatory) |
| 4.5 | Contractor/bidder should have experience in <u>“BMG operations of Steel castings having dispatch wt. more than 3.0 MT per casting”</u> OR in <u>“Steel-Works involving cutting, grinding & cleaning etc more than 3.0 MT”</u> in any Steel Engineering Works”. <i>“Customer Satisfaction Certificate / Performance report” for successful execution of the work along with copy of PO to be submitted as a proof.</i> |
| 4.6 | Average Annual financial turnover of the contractor/bidder during the last 3 years ending 31/3/15, should be at least Rs. 28 lacs. <i>“Complete Balance Sheet” of last 3 financial years to be submitted as a proof.</i> |

NOTE:

- 1- Contractors already registered in CFFP/BHEL need not to submit documents described in 4.2, 4.3 & 4.4 but contractor may be asked to submit any document during technical evaluation.
- 2- Registered Contractor's of CFFP who are either working as on “tender opening date” or worked successfully during last 10 years (year ending tender opening date) in Light Foundry Deptt. / Steel Foundry Deptt. (CFFP/BHEL) for **BMG work of Steel Castings /Up-gradation of Steel castings** shall be considered technically suitable (exempted from clause 4.5 & 4.6 of PQC) for this Tender. ***Copy of Work Order to be submitted as a proof.***
- 3- Offer of CFFP registered contractors shall be rejected if contractor is rated below 70% during last one year (year ending tender opening date), in any of CFFP work's contract in any field/area/department.
- 4- Work /Documents submitted may be verified by contracting department & in case of any discrepancy/hiding of information/false declaration, offer shall be rejected.

(All the documents submitted for above must be self attested)

**Name & Signature of Contractor
With Date & Seal**

SCOPE OF WORK & CONDITIONS

| Sl. No. | Activities |
|---------|--|
| 1 | Allotment of castings will be done by department & contractor has no choice for selecting job. |
| 2 | Contractor should maintain a register to note down the details of job allotted to him. |
| 3 | Supervision of the work is to be done by the contractor or his representative. The Contractor must meet the shop incharge daily to show the work done by him. |
| 4 | As and when required, work is to be carried out in all the three shifts, Sundays & Holidays. |
| 5 | Complete removal of chills/ stuck chills, sand (including fused sand), fins etc. sticking to castings with the use of Pneumatic hand tool. |
| 6 | Cut gating system from casting at a distance of 50 mm. or more from casting surface. |
| 7 | Complete cleaning of casting before Homogenization or Gas cutting is a must and no deviation is permitted on this account. |
| 8 | After Homogenization Cutting of risers, runners, pads and fins as per drawing at required temperature and as per guidance of shift Incharge, if riser neck is not clean than Iron Powder can be used for lancing (wherever required). |
| 9 | Required cutting/lancing temperature of different grade castings given below:- a. Plain Carbon Castings - 100°C to 150°C b. Alloy Steel Castings - 250°C to 400°C c. Stainless Steel Castings - 350°C to 450°C d. Super Critical Grade Castings - 350°C to 450°C |
| 10 | Gas Cutting of Steel Castings is to be done in the mould itself while the casting is getting cooled inside mould – eg. H.P.Outer Casing 500 MW or any other casting whose liquid metal requirement is more than 80 MT. |
| 11 | Short poured or rejected casting to be cut in 2 or 3 pieces. |
| 12 | Gating systems, riser ,runner etc to be cut into pieces of maximum 500 mm size before loading in bins |
| 13 | Gouging of riser & padding base area at required temperature to match with the casting surface. |
| 14 | Required Gouging temperature of different grade castings given below:- a. Plain Carbon Grade - 100°C to 150°C b. Alloy Steel Castings - 200°C to 250°C c. Stainless Steel Castings - 250°C to 300°C d. Super Critical Grade Castings - 250°C to 300°C |
| 15 | जब तक कास्टिंग मशीन शाप नहीं चली जाती तब तक कास्टिंग की BMG area में करनी है, ठेकेदार को शाप सुपरवाइजर द्वारा दी गयी INSTRUCTION पर कार्य करना होगा । gouging, chipping, rough grinding |

**Name & Signature of Contractor
With Date & Seal**

| | |
|----|--|
| 16 | During gas cutting excess undercut will be taken as a deemed fit. Cost of welding volume of different grade of Steel castings against undercut will be deducted from Contractor's bill. |
| 17 | As a special case ,Bob cat will be provided by BHEL , Hardwar , labour charges will be paid by contractor |
| 18 | Contractor shall be responsible for loss of tools, instruments, parts of dispenser, gas cutting, torches, burner parts etc & as deemed fit recovery for loss/damage shall be made from contractor's bill. |
| 19 | Contractor to provide safety appliance (personnel protection equipment) compulsory to their labor, failing which BHEL shall provide PPES to contractor's labour & cost will be recovered from contractor's bill. |
| 20 | To keep BMG clean by doing complete housekeeping daily in all shifts. This responsibility will be totally of the contractor & failure in same will entail suitable action against him. |
| 21 | Sand garbage (including sand on H.T.Furnace bogies), chills, and gagers, Fins, Riser, Pads, Runner and Ingate piece etc. to be filled in bins ensuring BMG area clean. |
| 22 | Daily cleaning of waste sand/scrap & BMG area cleaning by contractor's labour. |
| 23 | Contractor must deploy manpower as per shop requirement. In case of failure to deploy required manpower suitable action shall be taken and suitable deduction also will be made from bills. |
| 24 | Unit of measurement is Despatch weight of castings |

**Name & Signature of Contractor
With Date & Seal**

STEEL FOUNDRY/CFFP/BHEL

FF/15/PSF/RV/WC/02

Categorization of steel castings of Steel Foundry for BMG operations based on Grade and Complicacy.

(A)BMG Operations of Steel Castings

GROUPS ARE:

- 1) Plain Carbon steel**
- 2) Creep Resistant steel**
- 3) Stainless Steel & Super Critical Grade**

CATEGOIRES ARE:

- i) Simple Castings**
- ii) Medium Complicacy Castings**
- iii) High Complicacy Castings**

PLAIN CARBON STEEL

i) SIMPLE CASTINGS:-

Trunnion-NDE, Cheek, Bowl , Bowl Hub, Arms of A Bracket (MDL), Cast Iron Block, Gear Housing, Bearing Cover TB Side/OTB Side and similar castings

ii) MEDIUM COMPLICACY CASTINGS:-

BF Valve Door Trunnion (L&R), Runner Hub (Maheshwar), Half Ring, SV Body, Outer Casing (1-301-01-10294/1-301-01-10285/1-301-01-10307, 1-301-01-10313), DP Gear Rim, Cylinder Casting, US Body, SV Door, Dome of SV Door, Barrel of A Bracket (MDL), Compressor Casing, DS Body, Spider Casting, Counter Casing and similar castings.

iii) HIGH COMPLICACY CASTINGS:-

Turbine Casings (UH+LH) (0-301-01-10598), and similar casting.

CREEP RESISTANT STEEL

i) SIMPLE CASTINGS:-

Valve covers, Flange, Flange of Bend and similar castings.

ii) MEDIUM COMPLICACY CASTINGS:-

Inner Casing, IP Inner Casing (0-106-02-29502, 0-106-02-57901, 0-106-02-55901, 0-106-02-01901, 0-106-02-18901, 0-106-02-27901), IP Outer Casings, HP Inner Casings, Outer Casing (0.105.01.62954, 0.301.01.10303, 0-301-01-10341) HP Outer Casings, SV Body, Press Ring , Turret casting and similar castings.

iii) HIGH COMPLICACY CASTINGS:-

IVCV Casing(1-113-21-27902, 1-113-21-27903, 1-113-21-02903, 0-113-21-02902, 0-113-21-55901, 0-113-21-57901), ESV & CV Casing (0-112-22-24901, 1-112-22-09901) Bend, Bend of Bend, HRH Housing (1-131-51-18901, 2-131-51-92901, 2-131-51-63901, 1-131-51-61901), MS Housing (1-131-50-18901), Turbine Casing (Creep Resistant), Tee Pipe and similar castings.

STAINLESS STEEL AND SUPER CRITICAL GRADE

i) SIMPLE CASTINGS:-

Labyrinth Rings, Rings, Runner Band (Skirt), Fixed/Moving Rings, Ring Half (2-203-01-69102), Runner Crown, Valve Cover, IP Valve Cover(2-113-20-56901, 2-113-22-56901), Flange,HP Valve cover and similar castings.

ii) MEDIUM COMPLICACY CASTINGS:-

Runner Blade, Guide Vane, Runner Hub (Teesta), IP Inner Casings UH+LH (0-106-02-27901, 0-106-02-56901), IP Valve Casings (0-113-21-56901), HP Outer Casing (Inlet End, 0.105.27.56901 R00), HP Inner casing (0.105.02.56901), Inner Casing (0-106-02-62959) and similar castings.

iii) HIGH COMPLICACY CASTINGS:-

Francis Runners, Pelton Runners, IVCV Casing(1-113-21-09901, 1-113-21-09902) ESV CV Casings(0-112-22-24901), HRH Housing (1-131-51-90901,1-131-51-94901), Bend, HP Valve Casings (0-112-22-56901, 0-112-22-62955), and similar Castings.

Unit of measurement is Despatch Weight of Casting of all activities.

**Name & Signature of Contractor
With Date & Seal**

SPECIAL TERMS AND CONDITIONS OF THIS CONTRACT

| | |
|----|---|
| 1 | The Contractor should give the confirmation of the acceptance of each clause & conditions mentioned in the tender document by signing. Tender will be rejected in case of non-acceptance of any clause by the tenderer. |
| 2 | Any injury to the staff/labour of the contractor caused due to work being done by the contractor will be the sole responsibility of the contractor |
| 3 | The contractor shall give the payment to labour at the rate notified for un skilled, semi-skilled & skilled by BHEL (not state Govt. notified rates) from time to time every month. They shall deposit PF and ESI in the name of labour as per BHEL rule in the name of labour engaged on monthly basis. Mode of payment to labors shall be decided by BHEL and it will be binding on contractor in all cases. Mode of payment shall be “e-payment” until unless contractor is instructed for other modes of payment by BHEL. |
| 4 | The contractor will have to pay to the labours engaged by him at minimum wage decided by BHEL HR from time to time (not State Govt. declared rates) as applicable for Skilled and un Skilled Labour. |
| 5 | Minimum required <i>labours</i> are to be deployed in this contract (USW, SSW & SW) on daily basis. In case of failure, BHEL reserves the right to cancel the contract without any financial liability. Decision of Head of Department (SF) shall be final and binding in this regard. BHEL also reserves the right to short close the contract giving 30 days notice without any financial implication on either side |
| 6 | Payment of wages to the labours should be made in presence of BHEL officers latest by 7 th of next month. PF & ESI deposit statement is to be got verified by BHEL officers before actual deposit. Copy of PF and ESI deposit slip/challan to be submitted to BHEL by 7 th of next month for record. Contractor’s bills will be verified and forwarded for payment only after that. Before submission of bills every month proof of having deposited Service Tax last month will have to be submitted. |
| 7 | All payment regarding Bonus, leave etc as per various acts are to be made in presence of BHEL officers or by e-payment /Cheque/Bank transfer etc. Decision of BHEL for “mode of payment” shall be binding on contractor. |
| 8 | यदि आपके द्वारा किए गए कार्य में विलम्ब, निम्न स्तर का कार्य एवं निम्न गुणता का कार्य पाया जाता है तो आपके खिलाफ उचित कार्यवाही की जाएगी। |
| 9 | All existing labour and other related/statutory laws shall be complied with. |
| 10 | After receipt of work order Contractor has to start the work within 15 days after depositing required SD amount and signing of agreement with Engineer – In charge. In case of any failure decision of AGM (SF) /HOD (SF) shall be final and binding. |
| 11 | Contractors shall drop Tender documents, sealed price bid & EMD in the Tender Box placed in Steel Foundry Planning dept. Late tenders shall not be accepted and considered. |
| 12 | यदि आपके द्वारा जमा किए गए दस्तावेज गलत पाए गए तो आपके खिलाफ उचित कार्यवाही की जाएगी और आपका पंजीकरण निरस्त किया जा सकता है। |

**Name & Signature of Contractor
With Date & Seal**

GENERAL TERMS & CONDITIONS

- 1) BHEL shall have the privities of the contract with contractor only and will give instructions to the contractor or his authorized representative. BHEL has nothing to do or concerned with the employment of workmen working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer – employee relationship.
- 2) The Contractor shall maintain regular contact with the contract executing officers of BHEL and will interact on matters relating to the work awarded under this contract. And deploy adequate equipment and man power as per their instructions
- 3) In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory/deficient BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three working days time failing which, BHEL reserves the right to terminate the contract without any further reference. In such an event, no damages will be payable for short closure of the contract. The BHEL shall have the right for risk purchase clause.
- 4) The Contractor shall deposit an amount of as per clause 3.2 as security to BHEL in the form of cash (As per Income Tax) pay order/bank guarantee (subject to maximum 50%) DD issued by Bank acceptable to BHEL or FDR in the name of the Contractor A/C – BHEL duly discharged on the back. EMD deposited can be converted/adjusted in to security deposit. Security deposit can also be recovered @ 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited before start of the work and 50% from the running bills. This Security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it subject to payment of final Bill after deduction on account of company dues and non-deposit of statutory dues, production of No Demand Certificate and fulfillment of Guarantee/Warrantee, if any. (No interest shall be payable on the security deposit.)
- 5) The decision of BHEL regarding interpretation of any of the terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- 6) Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 7) The contract will be valid for one year from the date of issue of Work-Order /PO. BHEL reserves the right to extend the contract on mutually agreed terms and conditions.
- 8) All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitration to any arbitrator to be appointed by the head of CFFP/BHEL. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hardwar (Uttarakhand) in India. The Award to be given by the Arbitration shall be a speaking award. The questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Hardwar Courts.

**Name & Signature of Contractor
With Date & Seal**

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

- 1) Contractor shall ensure that adequate no. of workmen are deployed for execution of the Work awarded to him from time to time ensuring uninterrupted working. However Minimum work men as define in special condition of contract should be deployed on daily basis.
- 2) Contractor and or his authorised supervisor should be available at all time to supervise the work allotted to him.
- 3) Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and Contractor should ensure that all the workmen are having Police verification and are member of the PF / ESI scheme. Such workmen should possess requisite skill & experience. For carrying out work as define in scope of work of contract
- 4) Contractor to maintain appropriate records under labour laws of his workmen.
- 5) Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his workmen.
- 6) In case of any misconduct/misbehavior by any workmen, the contractor will replace such workmen immediately.
- 7) Under no circumstances the contractor will sub-contract the job.
- 8) Contractor will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his workmen or any damage of material during shifting.
- 9) Contractor should ensure proper safety of all workmen his equipments, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as applicable at the work place and as notified from time to time.
- 10) The Contractor shall ensure that all his workmen wear the required personnel protective equipment while working on the jobs. The contractor shall ensure to provide all safety precautions for prevention of accident of his workmen.
- 11) In case of any accident it will be the sole responsibility of the contractor to provide necessary medical aid to his injured workmen and liaison with the concerned authority's i.e. ESI etc.
- 12) Up keeping and maintenance of all tools & tackles issued to contractor will be the responsibility of the contractor. Any loss or damage of the same will be recovered from the contractor.
- 13) In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his workmen from the premises of BHEL. In case contractor decides to terminate services of his workmen, he should settle all terminal dues including retrenchment compensation and shall indemnify BHEL against all such claims.

**Name & Signature of Contractor
With Date & Seal**

B) TOWARDS STATUTORY LIABILITY

- 1) All statutory requirements under Minimum Wages Act, 1948, Payment of wages Act, 1936, Workmen Compensation Act.1923, EPF & MP Act, 1952, Payment of Gratuity Act 1972, ESI Act, 1948, The Contract Labour (R & A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act, and all other applicable Acts shall be complied with by the Contractor. Minimum wages rate as define by BHEL HR department from time to time for unskilled, semi skilled & skilled labourer working in BHEL shall be applicable and not state government define rate
- 2) Contractor shall comply with all statutory requirements, rules & regulations, and notifications in relation to employment of his workmen issued from time by the concerned authorities.
- 3) Contractor shall ensure payment of BHEL prescribed minimum wages as applicable before expiry of seventh day from the last day of wages period in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records shall be preserved for a period of 5 years and should be made available for any verification by the statutory authorities/ BHEL authorities. Contractor to issue wages slips to his workmen.
- 4) Contractor to provide PF Pass book to his workmen and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPF.
- 5) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each workmen.
- 6) Contractor shall produce proof of deduction as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
- 7) Contractor shall furnish proper returns to the concerned statutory authorities and shall provide a copy of the same to BHEL.
- 8) Contractor shall be solely responsible for non-payment/delayed payment of Wages/DA, contributions under EPF & MP Act, ESI Act etc.
- 9) Contract Labor shall be paid wages as prescribed by the BHEL HR. from time to time (not state Govt. declared rates). For information, current basic minimum wage rate are

| Unskilled worker (USW) | Semi skilled worker (SSW) | Skilled worker (SW) |
|------------------------|---------------------------|---------------------|
| Rs. 404.31/- Per Day | Rs. 451.54/- Per Day | Rs.494.96/- per Day |

- (a) This Payment is to attract statutory payment/ PF, ESIC, BONUS & Leave etc.
- (b) Payment to Contract Labour by Cheque/e-payment/Cash by the respective contractor
- (c) A worker will not work continuously more than 20 working days (Maximum 240 days in year).
- (d) The implementation of PF (through booklets), Bonus & leave elements timely submission of return and up keeping of records in various form 12,14,16 & 17 will be part of tender document.
- 10) In case the contractor fails to make payment of wages to his workmen or remittance of contribution to the concerned authorities, by the due date the security deposit/other dues/running bills under the contract shall be utilized by BHEL to discharge the liability of the contractor.
- 11) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statues or any civil or criminal law in connection with workmen deployed by him.
- 12) The liability for any compensation on account of injury sustained by any workman of the contractor will be exclusively that of the contractor.
- 13) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his workmen.
- 14) In case a contractor employs Women he will discharge his obligation under law in respect of such women workers like prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leaves as per rules etc.

**Name & Signature of Contractor
With Date & Seal**

- 15) Contractor to obtain license under CL (R&A) Act, 1970.
- 16) Contractor shall not employ a worker less than 18 years of age on the premises of BHEL or otherwise in execution of his work.

C) PENALTY CLAUSE

- 1) Completion of work shall be strictly as per time limit specified in the contract. Failure to complete the work within the scheduled time, the contractor will be liable to penalty of Rs. 200/- per extra day per casting or at the discretion of Contracting Department Head/Executing officer.

Specified time for different grades of castings is as following.

Plain Carbon Steel Castings: 15 days

Creep Resistant Steel Castings: 20 days to 30days

Stainless Steel & Super Critical grade castings: 25 days to 40 days

- 2) In case the contractor makes delays in commencing the work within the time specified by BHEL in spite of a reasonable notice in writing, OR in case the contractor fails to Comply with any of the terms and conditions of the contract inspite of reasonable notice in writing or in case he neglects or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other rights or remedies available to BHEL, be liable to be cancelled / terminated in part or as a whole.

In the event of cancellation / termination, 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 to be executed by the contractor.

Signature
For and on behalf of firm/Contract

Signature
For and on behalf of BHEL, Hardwar

Name of the firm/
Contractor

Name:

Designation

BILL OF QUANTITY
ANNEXURE –A (PRICE BID)

Tender No: FF/15/PSF/RV/WC/02

Name of the work: BMG operations of Steel Castings

| Group | Category | Complicacy Factor | Qty. (MT) | Average Rate in Rs./MT (In digit) | Average Rate in Rs./MT (in words) |
|--|--------------------------------|-------------------|---------------|-----------------------------------|-----------------------------------|
| 1) PLAIN CARBON STEEL | i) Simple Castings | 0.54 | 3600MT | | |
| | ii) Medium Complicacy Castings | 0.72 | | | |
| | iii) High Complicacy Castings | 1.01 | | | |
| 2) CREEP RESISTANT STEEL | i) Simple Castings | 0.59 | | | |
| | ii) Medium Complicacy Castings | 1.02 | | | |
| | iii) High Complicacy Castings | 1.08 | | | |
| 3) STAINLESS AND SUPER CRITICAL GRADE STEEL | i) Simple Castings | 0.72 | | | |
| | ii) Medium Complicacy Castings | 1.34 | | | |
| | iii) High Complicacy Castings | 1.99 | | | |

Important note:

| | |
|----------|---|
| 1 | MT= Dispatch weight of Castings. |
| 2 | Service Tax payable shall be extra as applicable. |
| 3 | Contractor has to fill only one Average rate in columns given above (in digits & words both) . In case of any difference between rates filled/quoted in <i>digits & words</i> by the contractor, only rates filled/quoted in <i>words</i> shall be acceptable. Incomplete/wrong/over-written forms shall be rejected. |
| 4 | a) The above mentioned per year quantities are tentative and may vary depending upon the production of the plant and availability. b) The ‘quantity per year’ mentioned above is estimated based on scheduled quantum of work. BHEL shall have the right to modify/amend Contract quantity in view of variation of production of Moulding section. |
| 5 | Complicacy Factor cannot be changed and it is sacrosanct. |

Name & Signature of Contractor
With Date & Seal

Instructions for Billing of work done for “BMG operation of Steel Castings”

| Sl. No. | Work | Complicacy Factor | Rate for Billing |
|--|--------------------------------|--------------------------|----------------------------|
| 1) PLAIN CARBON STEEL | | | |
| 1 | i) Simple Castings | 0.54 | Average rate x 0.54 |
| 2 | ii) Medium Complicacy Castings | 0.72 | Average rate x 0.72 |
| 3 | iii) High Complicacy Castings | 1.01 | Average rate x 1.01 |
| 2) CREEP RESISTANT STEEL | | | |
| 4 | i) Simple Castings | 0.59 | Average rate x 0.59 |
| 5 | ii) Medium Complicacy Castings | 1.02 | Average rate x 1.02 |
| 6 | iii) High Complicacy Castings | 1.08 | Average rate x 1.08 |
| 3) STAINLESS AND SUPER CRITICAL GRADE STEEL | | | |
| 7 | i) Simple Castings | 0.72 | Average rate x 0.72 |
| 8 | ii) Medium Complicacy Castings | 1.34 | Average rate x 1.34 |
| 9 | iii) High Complicacy Castings | 1.99 | Average rate x 1.99 |

NOTE: Average rate mentioned in above table is the rate on which work is awarded.

**Name & Signature of Contractor
With Date & Seal**