



INVITATION TO TENDER

Ref.: OS/23-24/2447/Splitter-1&2/07&08/005

Date: 19.09.2023

Sub: Fabrication of C3 Splitter- 1 & 2 against S.O. No. 2447 at Lovagarden site of BHEL-HPVP, Visakhapatnam

Dear Sir,

Sealed tenders are invited for the subject work in **two part bid** system from Vendors who are experienced in fabrication of similar jobs and fulfil the eligibility criteria specified below in clause-1. Scope of work and techno-commercial terms and conditions are as follows.

1. ELIGIBILITY CRITERIA:

- 1.1) Bidders must have an experience of successful completion of similar works i.e., **Fabrication of Higher Diameter (≥ 3 Meters) Pressure Vessels/ Columns / Storage Tanks for Process Industries / Power Plants** during last 7 years ending 31st August 2023 for a minimum of one project. Bidders shall enclose Work Order, Work Completion Certificate and all other relevant documents from the customer in support of successful and satisfactory completion of the work.
- 1.2) Average Annual Financial Turnover of the bidder for the last 3 financial years should be a minimum of ₹ **300 Lakhs**. Bidders shall submit Financial turnover certificate for previous three years issued by Chartered Accountant, Audited Profit & Loss Accounts, Balance Sheets and other necessary documents in support of the same.
In case audited financial statements are not available for latest financial year, then the applicable audited statements of preceding three financial years shall be considered.
- 1.3) Bidders shall also enclose the documents of Registration of Firm/ Factory License/ Certificate of Incorporation, EPF, ESI, PAN, GSTIN, Udyog Aadhar Memorandum (if registered with MSME) etc.
- 1.4) The works executed in own name of the individual / firm of the tenderer will only be considered for eligibility criteria.

2. LOCATION OF WORK SPOT:

- 2.1) The fabrication work is to be carried out at Lovagarden site (a Sea Front facility of BHEL - HPVP near Hindustan Shipyard Limited - OPF Site), Visakhapatnam, Andhra Pradesh.

3. VENDOR'S SCOPE OF WORK: Detailed scope of the fabrication work will be as follows:

- 3.1) Details of the Columns to be fabricated is as follows:
 - a) **C3 Splitter - 1 (SA 516 GR 70) - Tag No. 1P25-CC-3127: 1 No. @ 781 MT approx.**
 - b) **C3 Splitter - 2 (SA 516 GR 70) - Tag No. 1P25-CC-3128: 1 No. @ 714 MT approx***It may be noted that the weights indicated above are tentative and may vary on both sides due to revision in the drawings, if any.*
- 3.2) Fabrication of the Columns which consists of Shell, Dished ends, Skirt, Internals & External attachments including Hydro-test, Surface cleaning, Blasting & Painting, Nitrogen Filling, Stage wise & Final Inspection etc., as per the approved drawings, QAP / ITP, WPS, Procedures, Specifications & Standards, cutting of complete column into two sections for transportation purpose after Final completion and loading of the column sections & Skirt assembly separately on trailers by Stool up methodology. It includes the following activities but not limited to the same:
 - 3.2.1) Complete Column shall be fabricated in 6 sections + Skirt and Final Dispatch shall be in 3 sections i.e., Column in 2 sections and Skirt assembly separately.
Marking, cutting, Edge Preparation & Rolling of Shell plates in segments as per drawings & approved QAP/ITP and Transportation of Rolled Shell segments, Formed Dished ends & Pressed Skirt segments from HPVP to Lovagarden site is in the scope of BHEL-HPVP. Unloading of the same at Lovagarden site is in the vendor's scope.

- Mock up / Trial assembly of shell courses, L-seam fit-up, welding of stiffeners to maintain the shell profile, detaching of fit-up of all shell sections before transportation as per applicable drawings & QAP/ITP will be carried out in our shop by BHEL-HPVP.
- However, Vendor to deploy Fitters / Fabricators during Mock fit up at HPVP shop for verification and checking the profile and fit up of the rolled segments and adequacy of Spiders and stiffeners for maintaining the profile during transportation.**
- 3.2.2) Collection and transportation of all other Raw materials other than Shell plates like full / off-cut Plates, Pipes & Tubes, Round Bars, Structural items, formed Dished ends, Temporary Saddles, Stools & Saddle supports, BOCs like Fittings, Nozzles, Flanges, Blind flanges, Fasteners, Gaskets etc., consumables like Electrodes, Filler wire, Paints as per GMS from BHEL-HPVP shop/ stores to Lovagarden site including unloading at site is in vendor's scope.
- 3.2.3) Assembly, Fit-up, welding of L-seams of Shell segments as per drawings, WPS & approved QAP / ITP along with Production Test Coupons. **The welding methodology to be followed for the fabrication of the Vessel shall be as per clause no. 3.3.2.** Preheating shall be carried as per WPS.
- 3.2.4) Assembly, Fit-up, welding of C-seams of Shell to Shell, Shell to Dished ends as per drawings, WPS & approved QAP / ITP along with Production Test Coupons. **The welding methodology to be followed for the fabrication of the Vessel shall be as per clause no. 3.3.2.** Preheating shall be carried as per WPS.
- 3.2.5) **Re-rolling is not envisaged. However, correction, if required for maintaining the profile of the shell is in vendor's scope.**
- 3.2.6) Height Marking, cutting of extra height, Edge preparation, assembly and welding of formed Dished end with Shell as per approved drawings, WPS & QAP/ITP along with Production Test Coupons is in vendor's scope.
- Dished ends will be supplied by BHEL-HPVP in formed condition after carrying out the welding of L-seam & C-seam joints of Petals & Crown including NDT.**
- 3.2.7) Complete fabrication of Skirt including Base Ring is to be carried out. Fit-up, Assembly and welding of L-seams and C-seams of Pressed Petals of Skirt assembly as per approved drawings, WPS & QAP/ITP.
- However, Pressing / Rolling of Skirt petals including marking, cutting, Edge Preparation and Trial assembly is in the scope of BHEL.**
- 3.2.8) Profile of the shell sections shall be maintained by temporary spiders / profile plates. Raw materials will be Free issue by BHEL HPVP.
- 3.2.9) **All NDT activities like DPT, MPT, RT, UT, Hardness Test etc., as per approved QAP/ITP shall be carried out by BHEL-HPVP. However, attending repairs if any, is in the scope of the vendor.**
- 3.2.10) Assembly and welding of Tray Support Rings and Bolting bars including Marking, levelling, alignment etc., as per drawings and specifications. Fabrication of Bolting bars as per drawings including marking, cutting, Edge Preparation, machining etc., is in the vendor's scope.
- Section bending of Tray Support Rings shall be carried out by BHEL-HPVP.**
- 3.2.11) Fabrication of Nozzle Sub-assemblies involving Marking, cutting, Edge preparation, Fit-up & Welding of C-seams of Pipes, Elbows, Nozzles, fabricated elbows, Flanges, Plate formed Nozzles etc., as per approved drawings & QAP/ITP.
- 3.2.12) Marking & opening of Nozzles and Access / Man way openings on Shell & Dished end as per approved drawings & QAP/ITP.
- 3.2.13) Fit up & Welding of Nozzles / Sub-Assemblies, flanges etc., on Shell & Dished ends as per approved drawings & QAP/ITP.
- 3.2.14) Any other operations like machining, drilling etc., required to complete the job is in vendor's scope.
- 3.2.15) Fabrication of External attachments like Stiffener Rings, Lifting Trunnions, Earthing Lugs, Ladders, Manway / Pipe Davits, Manhole doors, Wear Plate, RF Pads, Insulation & Fire proofing supports, Cleats, Nozzle assemblies with pipes & pipe fittings, Hand grip, Thermocouple / Instrument Tappings, Platform & Ladder Clips, Anchor Chair etc., and Assembly & Welding of the same with the Column as per approved drawings, QAP/ITP.

- 3.2.16) Fabrication of Internal attachments like Vortex Breaker, Ladder Rungs, Strainer, Pipes & Guide Supports, Nozzle Internal Connections, Pipe Support Clips, Stiffeners, Tray Support Rings, Bolting bars etc., Assembly & Welding of the same with the Vessel as per approved drawings, QAP/ITP.
- 3.2.17) Offering the job for stage wise inspection and obtaining stage wise inspection clearance, Final Inspection clearance from HPVP (QC) / TPIA / customer as per approved QAP/ITP.
- 3.2.18) PWHT of Vessel in sections along with Production test coupons and Local SR is in the scope of BHEL-HPVP. PWHT will be done by Internal Firing method.
Saddles/Stools required for PWHT, Hydro-test & Transportation will be fabricated by BHEL-HPVP. However, transportation of the same from BHEL-HPVP shops to LG site is in vendor's scope.
Assistance required for PWHT of the Vessel like preparation & fixing of Bulk Heads, Handling, Shifting & Placing the Vessel on Saddles, Rotation of the equipment, Welding of Thermocouples etc., as per the requirements of SR Agency are to be carried out by the vendor.
- 3.2.19) Production Test Coupons after RT & PWHT to be tested as per approved QAP/ITP, Specifications & Procedures in NABL approved Lab.
- 3.2.20) Hard standing required for PWHT of the column sections and for Hydro testing of the completed column to be done by the Vendor as per Hydro test scheme provided by BHEL. This includes placement of the Plates of required thickness, Concrete blocks, Saddles etc. as required at the designated locations underneath the Column sections for PWHT and at the designated locations for Total Column during hydro test. Scope of supply of required Thick plates, Saddles and Concrete blocks are in scope of BHEL.
- 3.2.21) Hydro-testing of Vessel at Test pressure specified in respective approved drawings including arrangement of sleepers, manpower, fixing of gaskets, blind flanges, saddle supports etc., followed by Draining, inside Cleaning & internal Drying with Hot Air is in vendor's scope. Water will be made available at one point and laying of necessary piping for filling has to be arranged by Vendor. **Vendor shall arrange for testing of water available at Lovagarden site in NABL approved laboratory for its suitability for Hydro-test to meet the Specifications.** Chloride content in water used for hydro-test shall be as per drawings and specifications. If chloride content is more than the specified limit, then Sodium Nitrate is to be added to water to maintain the required PPM of water suitable for hydro-testing in consultation with BHEL Engineer-in-charge. Supply of Sodium Nitrate is in the Vendor scope. Vendor shall arrange all the accessories required for the Hydro-test like Filling Pump, Pressurizing Pump, Calibrated Pressure Gauges including fabrication of Stems for Fixing of Pressure Gauges, Non-Return Valves etc.
- 3.2.22) Surface preparation by Grit Blast Cleaning to Specification SSPC-SP-10 and Coating of Primer & Finish Paints as per approved Painting Schedule / drawings. All tests like Salt Contamination Test, Profile Gauge Check, Tape Adhesion Test, Holiday Check, Peel Off Test etc., required as per Project Specifications and BHEL Painting Procedure shall be carried out by a qualified agency for testing of painting and obtaining stage wise inspection clearance from HPVP (QC) / TPIA / customer as per approved drawing / QAP/ITP.
- 3.2.23) Painting is to be carried out only by Painters qualified by HPVP as per standard format.
- 3.2.24) Fabrication and Fixing of steel blind covers for all the nozzle openings for which raw materials shall be supplied by BHEL.
- 3.2.25) Letter painting of Dispatch particulars in a prescribed / specified format on the column.
- 3.2.26) Match marking and Cutting of Complete column into two sections for Transportation and weld edge preparation for site weld as per approved drawings and QAP. Profile of the column at the open ends after cutting of the column shall be maintained by providing temporary spiders / profile plates for which raw materials will be provided by BHEL as Free Issue. The open ends of both the vessels are to be closed by welding of plates provided by BHEL as Free issue.
- 3.2.27) Filling of Nitrogen in line with specification along with gauges is to be carried out in the column sections as per drawings and approved QAP/ITP. **Nitrogen shall be arranged by the vendor including laying of necessary piping, valves, manifolds, gauges etc.**
- 3.2.28) **Loading of Finished equipment sections onto the trailer by using Jacking & Stool up methodology.**
After Hydrotesting of columns, the column is to be cut into two sections for transportation and weld edge preparation of the mating joint to be done. Since the finished weight of the Column sections are beyond the lifting capacity of the available BHEL cranes, the column sections are to be shifted for weld edge

preparation of the joint using jacking methodology. For loading of these sections on the trailer, these sections are to be lifted upto specified height for insertion of the Trailer beneath the column for transportation. Experienced jacking gang to be deployed for jacking of vessel to required height & for placement of stools underneath saddles including providing manpower, tools & tackles. However, Stools in fabricated condition and Higher capacity jacks required for lifting of vessel shall be supplied by BHEL-HPVP. Welding of all temporary supports required for transportation of column is to be carried out by the vendor. Raw materials for temporary supports shall be free issue by BHEL-HPVP.

3.3) Work Instruction/ Procedures to be followed during fabrication:

3.3.1) Welding is to be carried out by qualified welders only as per PQR. Welder's Qualification Tests shall be as per ASME Sec IX (latest edition). Vendor shall arrange for Qualification of Welders at their own cost. However, Test Coupons shall be provided by BHEL as free issue.

3.3.2) The consumables like gases, grinding wheels etc., required for fabrication are in the scope of the Vendor except Welding consumables. **All Electrodes & Filler wires are Free Issue by BHEL-HPVP to suit welding methodology as mentioned below.** Any wastage or excess usage beyond BHEL assessed quantity shall be justified by the Vendor. **Otherwise, the same shall be charged to the vendor's account at BHEL recovery rates.**

The following welding methodology shall be followed for the fabrication of the Vessel:

a) For L-seams & C-seams: Root run & Out pass with 3.15 mm SMAW, Balance with SAW welding.

b) For Nozzles (SMAW): Root run, Out pass & capping with 3.15 mm and balance with 4 mm and 5 mm dia. electrodes.

c) For Externals and Internals i.e. Fillet welds: SMAW with 4 mm and 5 mm dia. electrodes and some portion wherever rotation is not possible with root run with 3.15 and balance with 4 mm and 5 mm SMAW.

Required no. of SMAW & SAW welding machines to suit the above methodology are to be mobilized by the Vendor. Daily Register shall be maintained for the free issue materials like Welding consumables, Diesel etc.

3.3.3) Experienced Site-in-charge and Qualified Engineers & Supervisors shall be deployed for proper co-ordination of the job. **Vendor to submit Organization chart along with proposed qualified Engineers with their Bio-data.**

3.3.4) Vendors should deploy Experienced & Qualified QC personnel for carrying out the inspection activities in coordination with BHEL QC inspector / TPIA / customer. **Non-deployment will attract penalty @ rate decided by BHEL and same will be deducted in RA Bills.**

3.3.5) Vendor shall deploy Main Ovens & Portable Ovens required for baking of electrodes, sufficient no. of calibrated Welding machines & accessories suitable for SMAW, SAW, GTAW processes etc., at site. All relevant documents shall also be made available for verification & approval by BHEL - HPVP (QC) / TPIA/ customer.

3.3.6) Vendor shall deploy suitable cranes of 20 MT capacity for handling of the raw materials, shell segments during the fabrication. **However, for heavy components other than which can't be handled by 20MT crane, BHEL will be deploying higher capacity Cranes i.e., one no. of 75 MT and one no. of 185 MT capacity for handling of shell sections. Diesel required for the operation of BHEL cranes will be Free issue by BHEL. However, transportation of diesel from BHEL-HPVP to Lovagarden site has to be arranged by Vendor.**

3.3.7) Vendor has to provide exclusively 01 No. of Helper for each Crane for regular maintenance and for assistance to Crane operators during the entire contract period. **Non-deployment will attract penalty @rate decided by BHEL and same will be deducted in RA Bills.**

3.3.8) Arrangement of required tools & tackles like Measuring instruments eg., Tape, Fillet & Butt Weld Gauges, Plumb bobs with magnets, Thermal Chalks / Pyrometer etc. and valid calibration certificates for the same must be presented when required. All required lifting tools and Tackles like Slings, Felt slings, D-shackles, Turn buckles etc. are to be arranged by Vendor. Higher Capacity slings & D-shackles for handling of Shell sections will be supplied by HPVP.

- 3.3.9) Arrangement of sufficient Scaffolding materials like Pipes, Clamps, Jallies etc., for temporary platform works required during the complete course of the fabrication along with scaffolding supervisor is to be mobilised so as to work in multiple fronts as per Project Schedule.
- 3.3.10) Arrangement of Site office, Stores and deployment of Security & Qualified Safety officer at site.
- 3.3.11) Vendor to make necessary arrangements to ensure that work is not hampered during rains or Wind storms by deploying suitable rain / wind protection to maintain the committed manufacturing schedule.
- 3.3.12) Vendor shall take proper precaution for storage of all free issue materials & consumables from damage (or) theft. Any claims for damage (or) theft of materials shall not be allowed. BHEL shall have right to recover the amount for the damaged (or) lost materials due to theft.
- 3.3.13) Vendor shall maintain work timing & discipline and shall work in night shift/holidays as per requirement of work without any cost implication.
- 3.3.14) Vendor shall arrange additional manpower, equipment, machinery, if any required for completion of work in time without any additional cost implication.
- 3.3.15) Gate passes for the entry of Manpower, Materials, Cranes, Trailers etc., inside Lovagarden site are to be taken care by the contractor.
- 3.3.16) Any modification work due to revision of drawings during fabrication is to be carried out by the vendor without any extra cost.
- 3.3.17) Vendor shall submit Detailed Schedule including all resource mobilization like manpower, Tools & Tackles, machinery etc. during the commencement of work and Daily Progress Reports to BHEL. Vendor shall attend monthly progress meetings with BHEL / customer for status review and catch up plan.
- 3.3.18) No extra rates are applicable for the additional joints to be made in Plates / Pipes / Rolled sections.
- 3.3.19) Equipment details shall be hard stamped by encircling with paint and stencilled in a specific format with details of Project name, Customer No., Work Order No., PGMA No., Weight etc., for identification and dispatch as per the instructions of BHEL Engineer-in-charge. Fixing of Name plate, engraving as per the details given in the drawings and rub-off.
- 3.3.20) Submission of economic cutting plans for the plate materials and approval shall be obtained from BHEL-HPVP before taking up the same. Wherever fabrication is done without proper approved cutting plans, any loss of materials arising due to the same will be recovered as per BHEL recovery rates.
- 3.3.21) Vendors shall have to return the excess / balance materials including off-cuts and total scrap available with the vendors exclusive of process allowance & invisible wastage to HPVP Stores after material reconciliation but before submission of their final bill. In case the same are not returned by the vendor, Recovery shall be made as per BHEL Rates / MSTC rates plus applicable taxes, prevailing at the time of processing of the final bills. Any claims for damage or theft of materials will not be allowed.
- 3.3.22) Power shall be provided free of charge at one point in Lovagarden site but further distribution to the desired location is in vendor's scope. Vendor's scope shall include arranging & laying of cables, arranging Distribution Boards with suitable capacity Switch Fuse units as incomer, all outgoing with necessary safe trips like MCB, ELCB etc., as per the industrial safety norms and their installation, all outgoing cables from Distribution Board, termination at the distribution board, arrangement of proper Working Area Lighting as per safety norms. Maintenance of the existing Electrical system is in the vendor's scope. **One Licensed Electrician and one Technician are to be deployed on continuous basis during all the working hours to avoid uninterrupted work due to Power.**
- 3.3.23) Though not mentioned specifically, any other activity which is required for completion of the work is deemed to be included in the scope of work of vendor without any price implication.

4. BHEL SCOPE: BHEL – HPVP shall provide the following as free issue:

- 4.1) Drawings, GMS, QAP/ITP, WPS, Painting Schedule, applicable Procedures, Standards & Specifications.
- 4.2) Raw materials like full / off-cuts Plates other than shell plates, Pipes & Tubes, Round Bars, Structural items etc., Temporary saddles & Saddle supports and BOCs like Pipe Fittings, Nozzles, Flanges, Fasteners, Gaskets etc., as per GMS from HPVP stores. Transportation of these materials from BHEL-HPVP, Visakhapatnam to Lovagarden site is in vendor's scope.

- 4.3) All Paints including thinner as per requirement of Painting specification/schedule/standards.
- 4.4) All Blind Flanges, Gaskets and Fasteners required for Hydro-test and blanking plates for Nitrogen filling.
- 4.5) Arrangement of suitable Welding Rotators required for Fabrication of columns.
- 4.6) Fabrication of Transportation/Hydro testing Saddles, saddle supports, stools etc.
- 4.7) All electrodes and Filler wires for SAW and SMAW welding required for fabrication shall be supplied as free issue material by HPVP. However, Transportation from HPVP stores to Lovagarden site and arranging proper storage at fabrication site is in vendor's scope.
- 4.8) Section bending of Tray Support Rings.
- 4.9) Marking, Cutting, Edge preparation and Rolling of all Shell plates for formation of Shell segments as per drawings & approved QAP/ITP. Mock up / Trial assembly of shell courses, L-seam fit-up, welding of temporary stiffeners to maintain the shell profile, detaching of fit-up of all shell sections before transportation as per applicable drawings & QAP/ITP. **However, Vendor to deploy Fitters / Fabricators during Mock fit up at HPVP shop for verification and checking the profile and fit up of the rolled segments and adequacy of Spiders and stiffeners for maintaining the profile during transportation.**
- 4.10) Rolling / Pressing of Skirt Petals in segments including marking, cutting, Edge Preparation and Trial assembly.
- 4.11) Transportation of Rolled Shell segments, Formed Dished ends and Pressed skirt segments from HPVP shops to Lovagarden site. However, unloading of the same at Lovagarden site is in the scope of vendor.
- 4.12) Dished ends will be supplied by BHEL-HPVP in formed condition after carrying out the welding of L-seam & C-seam joints of Petals & Crown including NDT.
- 4.13) Higher capacity Cranes i.e., one no. of 75 MT and one no. of 185 MT capacity along with operators will be provided by BHEL free of charge for fabrication. Maintenance of the cranes including spares shall be in the scope of BHEL. However, manpower assistance like Riggers required for handling the job and helpers for maintenance of cranes shall be provided by the vendor. Higher Capacity slings & D-shackles shall be provided by HPVP.
- 4.14) PWHT of Vessel in sections along with Production test coupons and Local SR of C-seam joints & Nozzle sub assembly joints
- 4.15) All NDT activities like DPT, MPT, RT, UT, Hardness Test etc., as per approved QAP/ITP shall be carried out by BHEL-HPVP.
- 4.16) All concrete blocks required during fabrication.
- 4.17) Diesel required for the operation of BHEL mobilized cranes will be Free issue by BHEL. However, Transportation of Diesel from BHEL-HPVP to Lovagarden site has to be arranged by Vendor.
- 4.18) Higher capacity jacks required for lifting of vessel during Hydro-testing / loading of vessels onto the trailer at the time of dispatch shall be provided by BHEL.

However, Experienced jacking gang to be deployed for jacking of vessel to required height & for placement of stools underneath saddles for insertion of trailer **using stool up methodology** including providing manpower, tools & tackles is in the scope of the vendor.

- 4.19) Area required for fabrication, site office and Stores at Lovagarden site will be provided free of charge.
- 4.20) Power & Water shall be provided free of charge at one point but further distribution to the desired location is in vendor's scope. In case of power failure, vendor has to make alternate arrangement at vendor's cost.

Vendor shall arrange for testing of water available at Lovagarden site in NABL approved laboratory for its suitability for Hydro-test to meet the Specifications. Water will be made available at one point and laying of necessary piping for filling has to be arranged by Vendor. Chloride content in water used for hydro-test shall be as per drawings and specifications. If chloride content is more than the specified limit, then Sodium Nitrate is to be added to water to maintain the required PPM of water suitable for hydro-testing in consultation with BHEL Engineer-in-charge. Supply of Sodium Nitrate is in the Vendor scope.

5. **INSPECTION:**

- 5.1) Inspection shall be carried out by M/s. BHEL-HPVP, Vizag / BHEL Authorized Inspection Agency (TPIA) / Customer as per approved QAP/ITP. Contractor shall have to offer for Stage wise and Final inspection as per approved QAP/ITP and obtain necessary stage wise & final clearances before proceeding for further operations.

- 5.2) Fabrication Vendor shall be solely responsible for preparation and submission of all Inspection Reports & documents duly certified by Inspection Authority along with the finished equipments.
- 5.3) All the documentation related to inspection clearance of M/s. BHEL / TPIA / Customer, Generation of Inspection Reports, Preparation of Final Documents as per BHEL standard formats etc., are included in the scope of vendor and scanned copy as well as hard copy of the same is to be submitted to BHEL-QA.

6. **DELIVERY:**

- 6.1) Complete Columns along with inspection documents and all other certificates are to be handed over to BHEL-HPVP as per the following schedule:

Within 7 months from the date of issue of First consignment of free issue materials (or) 2 months from the date of issue of Last consignment of materials (Excl. Gaskets, Fasteners & Paints), whichever is later.

- Note:** a) Time schedule is very stringent and Vendor has to deliver the job as per Customer requirement and schedule which will be meticulously monitored by BHEL / Customer. All necessary steps to reduce the cycle time for the individual sub-activities and main activities will be mutually discussed and Vendor has to mobilize additional resources as per time to time requirement to achieve the same.
- b) For intermediate operations like SR, the time period from the date of handing over to the date of taking over will be excluded from the delivery period for the purpose of computation of LD.
- c) In case the delivery period offered by the vendor is more than the tender delivery, Price quoted by the bidder shall be loaded for additional period @ 1/2 % per week or part thereof for the purpose of evaluation of Bidder Status.

7. **SITE MOBILISATION:**

- 7.1) Successful bidders shall have to complete site mobilization within one week from the date of receipt of order (or) from the date of intimation for the same by BHEL whichever is later.

8. **PRICE:**

- 8.1) The price shall be quoted in the **Price Bid** as per the Schedule of Quantities & Rates for the detailed scope of work and the quoted price shall be inclusive of all applicable taxes & duties except GST.
- 8.2) The prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- 8.3) GST shall be reimbursable to the vendor as detailed in Clause - 11 and as per Annexure – GST.
- 8.4) Income tax will be deducted at applicable rates from RA & Final bills.

9. **EVALUATION & ORDERING:**

- 9.1) L1 status will be evaluated for SOR Item No. 1 & Item No. 2 separately based on respective quoted prices.
- 9.2) In case same bidder becomes L1 for both the SOR items i.e. Item No. 1 & Item No. 2, Counter offer of L1 / negotiated rate against SOR Item No. 2 only shall be given to the respective L2 and next lowest bidders for acceptance. SOR Item No. 2 will be ordered on the bidder who accepts the counter offered rate.
- 9.3) In case any of the next lowest bidders does not accept the counter offered L1 rate for SOR Item No. 2, both the items shall be ordered on L1 bidder only.

10. **PAYMENT TERMS:**

- 10.1) Out of 100%, 90% payment will be in RA Bills and Balance 10% payment in Final Bill.

Payment shall be made against RA Bills for **90% of the order value** for the following stages of supply and fabrication of the equipment:

- | | |
|-------------------------------------------------------------------------------------------------------------------------|-------|
| a) Site Mobilization & after Completion of L-Seams of shell sections including NDE clearance | - 10% |
| b) After Completion of C-seams of individual shell sections including NDE clearance | - 30% |
| c) After Completion of C-seams required for integration & Dished ends including NDE clearance and Externals & Internals | - 20% |
| d) After Mechanical Completion and Completion of Hydro testing, Blasting & Painting | - 20% |
| e) After completion of Nitrogen Filling & Loading of vessel on trailer | - 10% |
- 10.2) Balance 10% payment shall be made after completion of the job in all respects including material reconciliation and handing over of the balance materials & returnable items, if any and submission of total documentation to BHEL (QC/QA).

- 10.3) The weight indicated in the tender is tentative and may be subject to increase or decrease after completion of detailed engineering. However, payment shall be made for the finished weight executed as per approved engineering drawings and documents with due certification by BHEL-HPVP site in-charge and QC.

This clause shall be read in conjunction with the clause 18.0 of Annexure – III i.e., General Terms & Conditions.

11. GOODS & SERVICES TAX (GST):

- 11.1) Bidders shall make a note of the following points of GST before submission of their offer:
- Vendors shall have to mention their GSTIN no. (15 Digits) in their Technical Bid. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
 - Semi-finished goods are to be delivered by the Vendors in BHEL, HPVP premises within a maximum period of one year from the date of issue of the material, failing which the whole transaction will be considered as Supply & Sale and GST is required to be paid along with interest (calculated @ SBI Base Rate + 6%) along with penalty, if any, from the date of Challan on the whole value of materials. Hence vendors shall have to ensure that materials issued to them are returned within 365 days.
 - After fabrication, the vendors shall have to deliver the Semi - finished Goods by fulfilling the following formalities:
 - GST invoice should be raised by the vendors by paying GST on job work charges at applicable rates and by incorporating the HPVP GSTIN no. in the invoice for availing the reimbursement of GST from HPVP.
 - The vendor shall also have to enter in their GST Return -1 (GSTR-1) the details of invoice raised for payment of GST so as to enable HPVP to avail input credit.

12. REVERSE AUCTION:

- 12.1) BHEL shall be resorting to Reverse Auction (RA) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Business Rules for Reverse Auction are given at Annexure – V and Guidelines for Reverse Auction are available on our website, www.bhel.com → supplier registration → Guidelines for Reverse Auction, before submission of their offer.
- 12.2) Sealed envelope / Electronic Price bids of all the techno-commercially qualified bidders shall be opened and the same shall be considered as initial bids of the bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 12.3) BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding. The bidders participating in the Reverse Auction shall have to necessarily submit 'Process Compliance Form' (PCF) to the designated Service Provider.
- 12.4) Bidders are advised to read the 'Business Rules' (Annexure – V) indicating details of RA event carefully, before reverse auction event.

13. Other Terms & Conditions, whichever applicable, shall be as per Annexure – III enclosed.

14. RISK PURCHASE:

In case the contractor fails to execute the work within the scheduled time or due to any other reasons, BHEL - HPVP reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.

Non-performance of contract attracts penal provisions in line with BHEL Guidelines for Suspension of Business Dealings.

15. VALIDITY OF OFFER:

The offer shall be valid for a period of **3 months** from the date of Reverse Auction.

16. GENERAL:

- 16.1) The bidders shall study the Tender documents, Drawings, Quality Documents and all other relevant documents in detail for understanding the scope of work and the processes involved before submission of offer. Bidders shall get clarifications, if any, from concerned officials on the scope of work or any other details of the tender document, over phone between 09:00 AM and 04:00 PM on any working day (or) through e-mail.
- 16.2) **Conditional / Partial Price Bids** and any other deviations to the tender terms & conditions are not acceptable and BHEL reserves the right to reject such offers without further correspondence. Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry in the Techno-commercial Bid.

- 16.3) BHEL reserves the right to modify or cancel the tender enquiry at any stage without assigning any reasons thereof.
- 16.4) The General Terms & Conditions, if any, contradicting with the specific terms & conditions given in the tender, then specific terms & conditions shall only be considered.
17. The following documents shall form part of the tender enquiry including this Notice Inviting Tender:

PART - 1: TECHNO-COMMERCIAL BID

- i) Schedule of Quantities : Annexure – I
- ii) Details of Equipments to be fabricated : Annexure – II
- iii) General Terms & Conditions : Annexure – III
- iv) Acceptance to tender terms & conditions : Annexure – IV
- v) Business Rules for Reverse Auction : Annexure – V
- vi) Integrity Pact : Annexure - A
- vii) GST Compliance for Indigenous Suppliers : Annexure – GST
- viii) Drawings, Approved QAP/ITP, Painting Schedule etc.

PART - 2: PRICE BID

- ix) Price Bid (Schedule of Quantities & Rates)

18. TENDER SUBMISSION (Through e-Procurement system):

- 18.1) The tender completed in all respects shall be submitted in **Two parts** (Techno-commercial bid and Price Bid) through online e-procurement portal (<https://eprocurebhel.co.in>) latest by **13:00 Hrs. on 29.09.2023**.

Note: Techno-commercial bid along with all the tender documents shall be duly signed & stamped by the bidder on all pages.

- 18.2) **Tentative List of Man Power, Machinery, Tools & Tackles to be engaged by the vendor shall also be attached to the Techno-Commercial Bid (Part-1).**
- 18.3) Submission of offer by the bidder implies that all the tender documents were read by the bidder and the bidder is aware of the scope and specifications of the job.
- 18.4) **OFFERS SENT IN ANY OTHER FORM WILL BE TREATED AS INVALID AND WILL BE SUMMARILY REJECTED.**

19. TENDER OPENING:

- 19.1) Techno-commercial Bids will be opened on **29.09.2023 at 15:00 Hrs.** in online e-procurement portal.
- 19.2) After evaluation of the Techno-commercial Bids, intimation regarding date & procedure of conducting Reverse Auction shall be given by the service provider to all the eligible techno-commercially qualified bidders through an e-mail in advance at an appropriate time.

20. INTEGRITY PACT:

- 20.1) 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.

| Sl. No. | IEM | E-Mail ID |
|---------|---------------------------------------|--------------|
| 01 | Shri Otem Dai, IAS (Retd.) | iem1@bhel.in |
| 02 | Shri Bishwamitra Pandey, IRAS (Retd.) | iem2@bhel.in |
| 03 | Shri Mukesh Mittal, IRS (Retd.) | iem3@bhel.in |

- 20.2) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part 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.

- 20.3) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEMs. All correspondence with the IEMs shall be done through e-mail only.

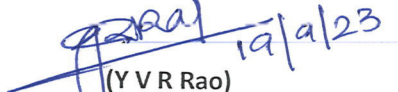
Note:

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 tender 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 contact person(s):

| | | |
|----------|---------------------------------|---------------------------------|
| Name: | 1. D N Murthy, Dy. Manager | 2. Y V R Rao, Sr. DGM |
| Dept.: | Outsourcing Dept. | Outsourcing Dept. |
| Address: | BHEL – HPVP, Visakhapatnam - 12 | BHEL – HPVP, Visakhapatnam - 12 |
| Phone: | 0891 – 288 1359 | 0891 – 288 1332 |
| E-mail: | dnmurthy@bhel.in | yvrrao@bhel.in |

For Bharat Heavy Electricals Limited,


(Y V R Rao)
Sr. DGM (Outsourcing)

वाइ.वी.आर. राव/Y.V.R. RAO
उप महा प्रबन्धक (ओ एस)/Dy.GM (OS)
बीएचईएल, एचपीवीपी/BHEL-HPVP,
विशाखपट्टणम/VISAKHAPATNAM-530 012

SCHEDULE OF QUANTITIES

Ref.: OS/23-24/2447/Splitter-1&2/07&08/005

Date: 19.09.2023

Sub: Fabrication of C3 Splitter- 1 & 2 against S.O. No. 2447 at Lovagarden site of BHEL-HPVP, Visakhapatnam

| Item No. | S.O. No. | Description of Work | Unit | Qty. |
|----------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| | | Fabrication of the Columns, C3 Splitter - 1 & 2 (Tag Nos. 1P25-CC-3127 & 1P25-CC-3128) which consists of Shell, Dished ends, Skirt, Internals & External attachments including Hydro-test, Surface cleaning, Blasting & Painting, Nitrogen Filling, Stage wise & Final Inspection etc., as per the approved drawings, QAP / ITP, WPS, Procedures, Specifications & Standards, cutting of complete column into two sections for transportation purpose after Final completion and loading of the column sections and Skirt assembly separately on trailers as per detailed scope of work mentioned in the tender. | | |
| 1 | 2447 | Fabrication of Column, C3 Splitter - 1 (Tag No. 1P25-CC-3127) | MT | 781 |
| 2 | | Fabrication of Column, C3 Splitter - 2 (Tag No. 1P25-CC-3128) | MT | 714 |

Notes:

- 1) The quantity and weights indicated above are approximate and may vary on both sides subject to revision or addition or deletion of drawings. However, payment shall be made for the actual weights as per the applicable drawings / BOM.
- 2) The bidders are advised to go through all the drawings & documents before quoting the tender.

Signature of the Bidder with stamp

Details of Equipments to be fabricated

Ref: OS/23-24/2447/Splitter-1&2/07&08/005

Date: 19.09.2023

Sub: Fabrication of C3 Splitter- 1 & 2 against S.O. No. 2447 at Lovagarden site of BHEL-HPVP, Visakhapatnam

| Item No. | S.O. | PGMA | Equipment Tag No. | Drawing No. | Equipment / Item Description | Qty. (No.) | Approx.W t. (MT) | Eqpt. ID (mm) | Eqpt. TL to TL Length (mm) | Eqpt. Overall Length (mm) | Remarks |
|----------|------|--------|-------------------|--------------------------|------------------------------|------------|------------------|---------------|----------------------------|---------------------------|---------|
| 1 | 2447 | CL-010 | 1P25-CC-3127 | TK-1P25-CC-3127-0001-002 | C3 Splitter - 1 | 1 | 781 | 5800 | 89100 | 104000 | |
| 2 | | CL-020 | 1P25-CC-3128 | TK-1P25-CC-3128-0001-002 | C3 Splitter - 2 | 1 | 714 | 5800 | 80300 | 96700 | |
| | | | | | TOTAL | | 1495 | | | | |

Note : Dimensions & Weights indicated above are purely tentative and may be subject to change due to revision of the drawings. Hence, the approved drawings & documents issued to the vendor after ordering shall only be followed for execution & inspection of the job.

GENERAL TERMS & CONDITIONS**1. TECHNICAL DELIVERY CONDITIONS:**

The work should conform to the technical data given in our drawings, GMS, Shipping List Specifications, QAP, WPS etc.

2. PARTY'S SCOPE:

The scope of the party shall be as follows: -

- a) All welding equipments, baking oven, tools, jigs and fixtures, measuring instruments duly calibrated, handling facilities, testing facilities etc.
- b) All materials other than those mentioned under "Free Issue Materials", which are required for completion of the work.
- c) All consumables such as electrodes, gases, grinding wheels etc.

Note: Electrodes of specification mentioned in the drawings / WPS and of BHEL approved brands only shall be used and MTCs of the same shall be submitted to BHEL for verification before use.

3. REVISION OF DRAWINGS:

There may be minor changes in the drawings during execution. In such a case, party should accommodate the same without any extra claim.

4. WELDING QUALIFICATION: Qualification of required number of Welders is party's responsibility at their cost.**5. X-RAY:**

All welding shall be of X-ray quality where specified on drawings. Inspection would specify the quantum of X-ray based on drawings / code requirement. Party should strictly follow the WPS and QAP issued by BHEL during welding. Getting the welds radiographed and getting them cleared by inspection is the responsibility of the party.

6. RECTIFICATIONS / REJECTIONS:

Any rectification due to defective work, if required, shall be done by the party free of charge with a suitable technology approved before hand by BHEL in writing. The cost of material, if any used for rectification work / rejection work, will be estimated by BHEL and the same shall be debited to party's account. In case any rectification / rework is to be carried out due to defective material supplied by BHEL, the replacement material and consumables will be supplied by BHEL free of Cost.

7. SECURITY DEPOSIT:

Vendors shall have to submit a Bank Guarantee for **10%** of the order value in case of **HPVP ADM / Lovagarden site** (or) **25%** of the material cost in case of Vendor works towards Security Deposit and safe custody of free issue materials within 15 days from the date of intimation by Outsourcing dept. The BG shall be valid for the contract period with a claim period of 12 months. This Bank Guarantee shall be released to the contractor after completion of work and on acceptance of the same by BHEL / Owner

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned above. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.

8. PERFORMANCE BANK GUARANTEE:

Vendors shall have to submit Performance Bank Guarantee (claim period of 12 months) for 10% of the order value covering for the defects liability period. If PBG is not submitted, 10% of the order value shall be deducted towards PBG from the final bill and shall be refundable after performance guarantee period, if no defects are found during this period.

9. RAW MATERIALS ISSUE:

Raw materials shall be issued with appropriate processing allowance and invisible wastage over the theoretical requirement of raw materials (**Plates, Sheets, Sections and Pipes**).

10. TRANSFER / RETURN OF LEFT OVER MATERIALS:

Party should maintain proper records for receipt & use of all free issue materials. The left over materials & scrap as per the material accounting statement shall be returned to HPVP stores along with finished job. Material Transfer Vouchers (MTV) from one order to another or from one vendor to another and Material Return Vouchers should be submitted immediately after transfer / return. The material reconciliation statement shall be submitted by the contractor after verification and certification by BHEL along with the final bill **within 30 days from the date of completion of work**. Otherwise, recovery for the balance materials shall be made from any of their pending bills without further intimation.

11. MATERIAL RECONCILIATION:

Orders issued to the vendors have to be completed in all respects including Material Accounting within a maximum of **180 days** from the **date of issue of the first material** from BHEL - HPVP stores.

Maximum of 0.5 % on the requirement of materials (**Plates, Sections and Pipes**) is admitted towards **process allowance and invisible wastage**.

Scrap quantity is permissible up to a **maximum of 1% on Structural (Beams, Channels, Angles, Rods, Pipes etc.)**, **2% on Sheets**, **3% for Plates** on the theoretical requirement of materials.

If wastage and scrap is beyond the above limits, it should be fully justified with cutting diagrams etc. which are to be approved in advance by BHEL. **Otherwise, the cost of raw materials beyond approved limits will be recovered from the contractor as per BHEL recovery rates including applicable taxes & duties.**

Material reconciliation including return of balance materials, off-cuts is to be completed within 20 days from the date of completion of the order. The material reconciliation statement shall be submitted by the contractor after verification and certification by BHEL-HPVP along with the final bill **within 30 days from the date of completion of work**. Otherwise, recovery for the balance materials shall be made from any of their pending bills without further intimation,

Repeated occurrence of inordinate delays in returning and settling the material accounting will entail BHEL the right to terminate the contract forthwith or impose a temporary suspension on further loading at the discretion of BHEL.

12. SCRAP & OFF-CUT NORMS:

| Sl. No. | Description | Scrap Size (in mm) | Off-Cut (in MM) |
|---------|-------------------------------------------------------------|----------------------------------------------------|--------------------------------|
| 1. | CS/AS Sheets & Plates | Below 500 × 250 | 500 × 250 & above |
| 2. | Rolled sections Rod, angles etc. (other than -tubes, pipes) | Below 1000 | 1000 & above |
| 3. | Tubes & Pipes | Below 500 | 500 & above |
| 4. | Universal column | Below 1000 | 1000 & Above |
| 5. | SS Sheets & Plates | Below 500 × 250 | 500 × 250 & above |
| 6. | SS Structural, Rods, Tubes, Pipes | Below 250 | 250 & above |
| 7. | Non – ferrous: sheets & plates, rods & tubes | Below 500 × 250 (S & PL), Below 250 (Rods & Tubes) | 500 × 250 & above, 250 & above |
| 8. | Big size Scrap | (2500 & above) × (150 to 249) | - |

13. INSPECTION:

Party shall contact our Quality Control Dept. for stages of inspection before commencement of job and should strictly follow the stages of inspection as per QAP.

14. WORKMANSHIP GUARANTEE:

The vendors should give workmanship guarantee for fabricated items for a period of 18 months from the date of last delivery of the order. Any defects due to incomplete work, faulty workmanship found in the fabricated items after delivery during the defects liability period shall be rectified / replaced by the vendor free of cost. Otherwise, the expenditure incurred towards the same will be recovered from the pending bills of vendors.

15. WORK PROGRESS:

The fabricator shall furnish a weekly report on the progress of work along with the status of availability of free issue materials and requirement of further materials, if any.

Outsourcing dept. personnel will visit vendor's works from time to time to assess and review the work progress. Free access shall be provided to BHEL or its inspection agency at all reasonable times of the day / night.

In case the progress is not satisfactory or supplies are delayed abnormally beyond the contractual delivery date, BHEL-HPVP, Visakhapatnam reserves the right to cancel the order in part or full or get the balance job in as is where is condition completed elsewhere by another agency at the risk and cost of Fabricator. The value of the work carried out by the party will be assessed by BHEL and the same shall be final. No compensation will be given to the fabricator in case of cancellation of order or diversion of balance job even if the jobs have been processed partly.

16. DELIVERY:

Finished items should be handed over to BHEL-HPVP on party's delivery challans along with Job completion certificate / Final Inspection Report from inspection agency / HPVP-QC department.

17. PENALTY:

If delivery exceeds the stipulated delivery schedule, penalty 1/2 % of the total value of order per week or part there of subject to a maximum of 10% on the total value of the order will be levied. However, time taken for the following will not be considered as delay on the part of the Sub-Contractor.

- 1) Intermediate operations, if any, carried out by BHEL.
- 2) Waiting time for BHEL / Third party Inspection beyond a normal time of 3 days.

18. PAYMENT TERMS:

Payment shall be made against RA Bills within 45 days for MSE (Micro & Small Enterprise), 60 days for Medium Enterprise and 90 days for non-MSEs from the date of submission of Bill.

90% payment will be made after handing over of the finished equipments along with all inspection documents to HPVP shops / Logistics dept. / ADM site / Lova Garden site, duly inspected & cleared by Inspection authority. Balance 10% payment shall be made along with the Final Bill against completion of total order in all respects including documentation.

Vendors shall have to submit the bills in the formats specified by HPVP-Outsourcing and the bills submitted in the specified format along with necessary supporting documents are only admitted for processing. The following documents shall be submitted along with the Final Bill: -

1. No Claim Certificate from the contractor
2. No Dues Certificate from BHEL
3. Work Completion Certificate from BHEL
4. Material Reconciliation Statement submitted by the Contractor and certified by concerned authority of BHEL (if applicable)
5. Workmanship Guarantee certificate from the contractor

19. SECRECY:

All the documents of BHEL inclusive of Drawings, GMS and Standards made available to the fabricator should be kept in strict confidence and under no circumstance be made available to others or allow others to make use of them. Such documents shall be returned to BHEL on demand after completion of the job. This secrecy clause is binding on the employees of the fabricators also. Violation of the same may lead to suspension of business with the vendor and necessary legal action.

20. SUB-LETTING:

In general, sub-letting of jobs will not be permitted. But in special circumstances, this may be allowed. In such case, the party should obtain written approval from BHEL-HPVP, Visakhapatnam before sub-letting.

21. FACTORY RULES AND REGULATIONS:

Party shall abide by all the rules and statutory regulations in force from time to time as per factories act. It shall be party's responsibility to ensure the safety of their workmen and fulfilling the ESI, PF and other relevant statutory regulations.

22. SAFETY:

- a) Contractor shall adhere to safe construction practices, guard against hazardous & unsafe working conditions and shall comply with the safety rules of BHEL and local authorities. He shall maintain First Aid facilities for all his employees and labour. Contractor's responsibility includes supply of welder kit, all safety items such as safety belts, white and colour glasses, goggles, safety helmets, safety shoes etc.
- b) Contractor and his employees shall follow all fire & safety, security regulations of BHEL.

23. HOUSE KEEPING:

During execution of work, the contractor at all times keep the working place and storage area clean and free from accumulation of waste materials, rubbish etc.,

24. ACCIDENT / DAMAGE / CONDUCT ETC.:

Contractor will be held responsible for any disorderly conduct / misconduct, indiscipline, theft, smoking etc., on the part of his men. He will ensure summarily eviction of such men from his premises failing which BHEL would remove them from the factory on his responsibility. Any damage to and or loss of equipment, machinery, building etc., to BHEL or BHEL employees, visitors or other contractors resulting from his own or any of his men's negligence shall be liable to be made good by him. Contractor shall be solely responsible for any accident in which you or your men or your equipment may be involved during the execution of contract on account of any reason what so ever.

25. TERMINATION OF CONTRACT:

In the event of any failure on the part of the contractor, BHEL reserves the right to terminate the contract by giving a notice of 2 weeks for any of the following lapses and contractual violations: -

- a) Failure to make labour payments in time as per the rules
- b) Failure to progress the job according to the agreed schedule
- c) Failure to mobilize adequate man power, tools & tackles and consumables in time
- d) Failure to adhere to Quality Standards of BHEL
- e) Refused to co-operate with other agencies working in the same area
- f) Failure to resolve labour disputes like strikes etc., within 7 days of occurrence
- g) Failure to comply with statutory regulations applicable at BHEL

BHEL shall also be free to intervene and take necessary remedial measures. All costs incurred with interest and overheads shall be recovered from contractor by such foreclosing or off-loading any part of the contract work.

26. CONFLICT OF INTEREST AMONG BIDDERS / AGENTS:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. ***The bidder found to have a conflict of interest shall be disqualified.*** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy / financial stake from any of them; **or**
- c) they have the same legal representative / agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent / dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf, and
 2. Indian/foreign agent on behalf of only one principal,
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sisters' common business/ management units in same/ similar line of business"

27. OVER RUN COMPENSATION (ORC) / IDLE CHARGES:

The contractor shall not be entitled to claim and the company shall not be liable to pay any amount on account of overrun compensation and idle charges, the overrun/ idling may be for whatsoever reasons.

28. DISPUTES:

Head of BHEL- HPVP Unit will be the final authority for any disputes arising out of this contract. The disputes / arbitration / settlement of contractual or legal issues shall be under the Jurisdiction of Visakhapatnam Court.

29. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of Contract / PO / WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

30. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Signature of the bidder with Stamp

Acceptance to Tender Terms & Conditions

I / We hereby confirm that the Tender documents, Drawings, Quality documents etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We give our acceptance to participate in reverse auction for this tender.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

Signature of the bidder with Stamp

BUSINESS RULES FOR REVERSE AUCTION (RA)

This has reference to tender no. **OS/23-24/2447/Splitter-1&2/07&08/005, dated 19.09.2023**. BHEL shall finalise the Rates for **Fabrication of C3 Splitter- 1 & 2 against S.O. No. 2447 at Lovagarden site of BHEL-HPVP, Visakhapatnam** through Reverse Auction mode. BHEL has made arrangement with an authorized Service provider (details will be shared before reverse auction) for conducting RA. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enquiry No. **OS/23-24/2447/Splitter-1&2/07&08/005, dated 19.09.2023**, (b) Bidders' technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning:

- i) Price bids of all techno-commercially qualified bidders shall be opened.
- ii) **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii) The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv) Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v) After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi) Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. Schedule for reverse auction: The Reverse Auction schedule will be intimated to the techno-commercially qualified bidders at a later stage.**3. Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. Bid price: The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).**5. Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications mentioned in the tender.

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for 90 days from the date of reverse auction. These shall not be subjected to any change whatsoever.
7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Reverse auction shall be conducted by BHEL (through M/s {*Service Provider*}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {*Service provider*} is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc. from M/s. {*Service provider*}.

14. M/s. {*Service provider*}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {*Service provider*}, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.
15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {*Service provider*} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. **OS/23-24/2447/Splitter-1&2/07&08/005, dated 19.09.2023**. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {*Service provider*}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com)*, shall be initiated by BHEL.

Signature of the Bidder with Stamp

GST COMPLIANCE FOR INDIGENOUS SUPPLIERS

1. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GSTIN which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTIN 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.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment where ever applicable. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
9. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
10. That 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.

Note: The above will be followed strictly for processing vendor payments to ensure GST Compliance.

Signature of the Bidder with Stamp

INTEGRITY PACT (AGREEMENT FORMAT)

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/ Travel agency" 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)/ Travel agency(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

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.

Place:
Date:

Signature of the Tenderer
with seal & full address

Section 2 - Commitments of the Bidder(s)/ Travel agency(s)

2.1 The Bidder(s)/ Travel agency(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)/ Travel agency(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)/ Travel agency(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)/ Travel agency(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Travel agency(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 The Bidder(s)/ Travel agency(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)/ Travel agency (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender process and exclusion from future Contracts

If the Bidder(s)/ Travel agency(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 Bidder(s)/ Travel agency(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Travel agencies" framed by the Principal.

Section 4 -Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent 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 Travel agency 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.

Place:
Date:

Signature of the Tenderer
with seal & full address

Section 6 -Equal treatment of all Bidders/ Travel agency / Sub-Travel agency

6.1 The Bidder(s)/ Travel agency(s) undertake(s) to obtain from all Travel agency a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-Travel agency whose contract value is more than 20 % of Bidder's/ Travel agency's contract value with the Principal. The Bidder(s)/ Travel agency(s) shall continue to remain responsible for any default by his Sub-Travel agency(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Travel agency.

6.3 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/ Travel agency

If the Principal obtains knowledge of conduct of a Bidder, Travel agency or Sub Travel agency, or of an employee or a representative or an associate of a Bidder, Travel agency or Sub Travel agency 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)/ Travel agency(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) / Travel agency(s). The Bidder(s)/ Travel agency(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-Travel agency(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Travel agency(s) / Sub-Travel agency(s) with confidentiality,

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 Travel agency. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD. BHFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

Place:
Date:

Signature of the Tenderer
with seal & full address

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC 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.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Travel agency 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as 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 Travel agency 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 / Travel agency 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)

वाह.वी.आर.राव/Y.V.R. RAO
उप महा प्रबन्धक (ओ एस)/Dy.GM (OS)
बीएचईएल, एचपीवीपी/BHEL-HPVP,
विशाखपट्टणम/VISAKHAPATNAM-530 012

Date-----

Witness:.....

(Name & Address).....

.....D. N. MURTHY.....
.....Dy. Manager. (OS).....

Bharat Heavy Electricals Ltd
HPVP, Visakhapatnam-530 012
Note:

Place:

Date:

.....
For & On behalf of the Bidder/ Travel agency
(Office Seal)

Place-----

Date-----

Witness:.....

(Name & Address).....

.....
.....

Signature of the Tenderer
with seal & full address