

E – Tender 4502200022 dt 22.06.2022

for

Rectification of Rubber Lined DUs at BHEL Dadri Site - Unit 6

Notice Inviting Tender



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

PIPING CENTRE, MATERIAL MANAGEMENT

80, Gopathy Narayanaswamy Road, T.Nagar, Chennai – 600 017

NOTICE INVITING E-TENDER (NIT)

**NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON
BHEL E-PROCUREMENT PORTAL → <https://eprocurebhel.co.in>**

To,

Dear Sir/Madam,

Sub : **NOTICE INVITING E-TENDER - RECTIFICATION WORK OF RUBBER LINED DUs AT DADRI SITE - UNIT 6**

Sealed offers in **Two part bid system** is invited for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

Sl No.	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	4502200022 dt 22.06.2022	
ii	Broad Scope of job	RECTIFICATION WORK OF RUBBER LINED DUs AT DADRI SITE UNIT 6	
iii	DETAILS OF TENDER DOCUMENT		
A		<i>Techno Commercial Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Bill of Quantities, Terms of payment, Enquiry Terms and Conditions etc</i>	<i>Applicable</i>
B		<i>Price Bid as specified in E-Procurement Portal</i>	<i>Applicable</i>
iv	Issue of Tender Documents	Tender documents will be available for downloading from e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start : 22/06/2022, Time: 18:30 Hrs	<i>Applicable</i>
v	Due Date & Time of Offer Submission	Refer E-Tender Portal https://eprocurebhel.co.in	<i>Applicable</i>
vi	Opening of Tender (Techno-Commercial Bid)	<i>(within 2 hours of the latest due date and time of offer submission) Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may witness the opening of tender through e-Procurement portal only.</i>	<i>Applicable</i>
vii	EMD Amount	<i>Nil</i>	<i>Not Applicable</i>

Sl No.	ISSUE	DESCRIPTION	
viii	Cost of Tender	<i>Free</i>	
ix	Last Date for Seeking Clarification	<p>One day before due date of offer submission. Along with soft version also, addressing to</p> <p>Name: Sriram B Designation: Sr Engineer Dept: MM Services Address: 80, Gopathy Narayanaswamy Road, T.Nagar, Chennai – 600 017. Phone: Landline: +91-44-2816-1274 Mobile : 9488526369 Email : sriramb@bhel.in</p>	<i>Applicable</i>
x	Schedule of Pre Bid Discussion (PBD)	-	Not Applicable
xi	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.</p>	

The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

2.0 Procedure for Submission of Tenders:

This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only (Techno-Commercial and Price Bid).

3.0 Documents Comprising the e-Tender

The tender shall be submitted online ONLY as mentioned below:

a. Techno Commercial Bid (Un priced Bid)

All Technical details should be attached in e-tendering module. Bidders shall furnish the following information along with techno Commercial tender (preferably in pdf format):

- i. Pre-Qualification Requirements
- ii. Techno Commercial Bid **(without indicating any prices)**
- iii. Unpriced bid

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would not be considered and Bidders are requested to positively comply with the tender clauses.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

4.0 Do Not's

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in techno commercial bid will RESULT IN REJECTION of the tender.**

5.0 Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-
NIC PORTAL (<https://eprocurebhel.co.in>)

For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING:

For any technical related queries, please call at 24 x 7 Help Desk Number
0120-4001 002
0120-4200 462
0120-4001 005
0120-6277 787

Peter Raj, NIC, Ph: 9942069052
Email Support: support-eproc@nic.in

Other details/update yourself from: <https://eprocurebhel.co.in>

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)**

(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION) and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC certifying authority:-
please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES

Vendors are requested to go through seller manual available on <https://eprocurebhel.co.in>.

6.0

No deviations are accepted. Bidders are requested to positively comply with all the tender terms and conditions

7.0

BHEL reserves the right to accept or reject any or all offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also, BHEL shall not entertain any correspondence from bidders in this matter.

8.0

Since the job shall be executed at site, bidders may visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

9.0

For any clarification on the tender document, the bidder may seek the same through **e-mail**, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

10.0

In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before submission of offer, else BHEL's interpretation shall prevail.

11.0

Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender.

12.0

Validity of the offer shall be for **90 days** from the date of Part 1 bid opening or **60 days** from the date of Part 2 (Price Bid) bid opening whichever is later.

13.0

On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

14.0

The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

15.0

The bidder may have to produce original documents for verification if so decided by BHEL.

16.0

The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.

17.0

Preference for Micro and Small Enterprises (MSE) is not applicable for this tender

18.0

Preference to Make in India is not applicable for this tender.

19.0

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.

20.0 Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Pre-Qualification Requirements
- d. Price Bid
- e. Techno Commercial Conditions of Contract (TCC)

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

21.0

All Statutory Requirements as applicable for this project shall be complied with.

22.0 Following clause shall form part of the HSE documents

In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract.

23.0 Compensation in case of Death/ Permanent Incapacitation of Person

BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
- c) Compensation in respect of each of the victims:
 - 1) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (**Rs Ten Lakh**)
 - 2) In the event of **other permanent disability**: Rs 7,00,000/- (**Rs Seven Lakh**)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923.

24.0 Acceptance of Bank Guarantee (BG)

Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below:

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad

Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that “**It is enforceable at Chennai, Tamilnadu**”.
- c. Any private sector banks, with a clause in the text of Bank Guarantee that “**It is enforceable by being presented at any branch of the bank**”.

Note: “Bank Guarantees issued by Co-operative Banks are not acceptable”.

25.0 Performance Guarantee of Workmanship

Successful bidder shall guarantee the work executed for a period of 24 months from work completion date or 18 months of operation with Lime Slurry whichever is earlier against any defect / abnormality arising out of poor workmanship. During this period of defect liability, the bidder shall rectify / replace, free of cost, any defect arising out of his poor workmanship.

26.0 Execution of Contract Agreement

The successful tenderer’s responsibility under this contract commences from the date of issue of the Letter of Intent / PO by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/PO within the period stipulated therein. The contract agreement shall be deemed to have come into force from the date of acceptance of LOI/PO by the contractor.

27.0 Time Schedule

Successful bidder is required to commence the work within two days from the date of issue of work order unless BHEL decides to fix any other date. The actual date of start of work to fix up the zero date of the contract will be certified by BHEL Dadri Site Engineer, after adequate mobilization of manpower and Tools & Pallets (T&P’s) by the contractor.

Contractor shall follow the Mechanism of Execution as specified in the “**General Notes for Rectification Work of Rubber Lined DUs at Dadri Site**” vide document ref: 4-80-620-84542_Rev 01 dt 24.04.2022 and shall submit the detailed timeline for each LOT to BHEL Dadri Site Engineer for approval before commencing the work.

28.0

The agency shall fully understand the scope of work before quoting. The scope of Work and Responsibilities of the contractor as mentioned in this NIT shall be covered within the quoted rates

29.0

All documents required for material and manpower gate pass must be submitted to BHEL Dadri site within one day of receiving work order. If any rejection of documents, BHEL shall not be liable to pay any charges.

30.0

Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender.

31.0

The Contractor has to comply with all the rules and regulations stipulated by the Government under various enactments like The Minimum Wages Act - 1948, The Payment of Wages Act - 1936, The Employees Provident Fund Act - 1952, The Employees State Insurance Act - 1948, The Payment of Bonus Act - 1965, The Contract Labour Act - 1970, The Child Labour Act - 1986, etc. any other Laws applicable to the operation of this Contract from time to time. BHEL will not have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned statutory authority for recovery of any of their dues on BHEL, same would be paid without notice to the Bidder and recovered as a due from any pending / future bills.

32.0 Evaluation of Bids

- a) Pre-Qualification Requirements qualified bidders only will be considered for Techno-Commercial Evaluation.
- b) Price Bid of Techno-Commercially Bidders alone will be opened and will be considered for award of contract based on the Lowest Quote (L1).

For BHEL _ Piping Centre
(Sr. Engineer –MM Services)

END OF NIT

Annexure - A

**Techno-Commercial Conditions of Contract
Enquiry Ref. 4502200022 dt 22.06.2022**

Sl No	DESCRIPTION	Chapter
1	Project Information	Chapter-I
2	Scope of Works	Chapter-II
3	Special Terms and Other Conditions	Chapter-III
4	Commercial Terms	Chapter-IV
5	Taxes and other Duties	Chapter-V

Chapter-I - Project Information

Purchaser: M/s BHEL Piping Centre, Chennai

Project Title: Rectification Work of Rubber Lined DUs at BHEL Dadri Site – Unit 6

The Bidder shall visit site, if necessary and get acquainted himself with the conditions prevailing at site before submission of the bid and for identification & to ensure availability of required special T&P as well as other infrastructure required for carrying out the work.

The information given here in under are for general guidance and shall not be contractually binding on BHEL/ Owner. All relevant site data/information as may be necessary shall have to be obtained / collected by the Bidder.

Chapter-II Scope of Work

Scope of work shall be as per **“General Notes for Rectification Work of Rubber Lined DUs at Dadri Site”** covering the following terms vide document ref: 4-80-620-84542_Rev 01 dt 21.05.2022.

- Broad Scope
- Scope of Supply & Services
- Mechanism of execution
- Exclusions by BHEL
- Services by BHEL Power Sector Norther Region (Dadri site)
- Inspection & Additional Information
- Free Issue of Material
- Rubber lining
- Technical Specification for Modification work of Rubber Lined DUs at Dadri Site

Chapter-III - Special Terms and Conditions

1.0

Due to COVID-19 situation, bidder has to follow all guidelines issued by local authorities. All expenses related for this shall be borne by bidder; no separate compensation shall be entertained by BHEL.

2.0

The Contractor should assure that the modification work covered in the scope of this offer will be conducted with the best of skills and know how available with contractor and in conformance with the tolerances set forth in manufacture's drawing instruments and other information's furnished to contractor.

3.0

All consumables required for the job will be in bidder's scope.

4.0

Daily work planning, scheduling & reviewing of work will be done by the party every morning & evening and programme shall be carried out as per the instructions and to the satisfaction of the BHEL Dadri Site Incharge.

5.0

It is the responsibility of contractor to keep the plant, equipment, machinery and surrounding area clean.

6.0

The names of working persons like Site in-charge, supervisors, foreman, main fitters to be deployed during the job with full details (as required by BHEL Dadri Site Incharge) has to be submitted stating their area of work and experience and specialization of the work to BHEL Dadri site Incharge before the start of work.

7.0

BHEL may ask to change/delete the person not found suitable for the work at any point of time during execution of job. For any addition and deletion of the working person prior permission from BHEL shall be taken.

8.0

Contractor has to ensure that all the key persons must continue till completion of job i.e. until the completion of job.

9.0

Mobilization of full strength shall be done within **02 days on receipt of LOI/PO & Intimation from BHEL Dadri Site Incharge.**

10.0

Contractor should mobilize additional resources such as plant, equipment's, material as may be required by site in-charge to improve the progress of the work if the progress of the work is not satisfactory.

11.0

NDE testing are in the scope of the contractor and to be performed

12.0

One administrative personnel to control the resources and attendance of the workers to be ensured.

13.0

Contractor shall arrange certified welders for welding job as required.

14.0

If the duration of work continues beyond stipulated period due to any reason, no claim for compensation will be entertained.

15.0

The work details are brief & for contractor knowledge only. Contractor will have to do all the related works as per requirement.

16.0

The contractor will be responsible to pay the damages to the property of BHEL or individual caused by his worker during the course of contract. If the contractor fails to pay the same it will be recovered from his bill.

17.0

No compensation will be paid for idle labor for any reason.

18.0

All general tools and plants for execution of the work will have to be arranged/ maintained by the contractor at his own cost & risk.

19.0

In normal course, the interpretation of the BHEL on any matter or decision given by BHEL on any disputable points will be final and binding on the contractor.

20.0

Successful bidder shall obtain labour license before the start of the work and to obtain necessary "No Dues" certificate before de-mobilization from BHEL Dadri site after completion of contract.

21.0

Sufficiently adequate man power, T&P and other resources should be mobilized by the contractor to operate round the clock work progress with standby technicians to be deployed immediately if need arises.

22.0

Transportation within and outside of BHEL Dadri Site and accommodation for the Contractor's manpower will be in bidder's scope.

23.0

Scaffolding pipes, clamp, Jallies are to be arranged by contractor for various platforms and Safety will be taken on priority basis.

24.0

Contractor reconciles the material issued if any and submits along with the bill. To credit the balance spares, worn out articles/spares and scrap in the main store.

25.0

Contractor shall clean the surrounding working area within three days immediately after completion of work.

26.0

Safety penalties and inspection of all T & Ps to be as per guidelines issued by BHEL Dadri Site. All daily formats and inspection related to safety (as required BHEL Dadri Site) are to be complied with as per BHEL Dadri Site / PSNR safety policy.

27.0

All the safety and environment norms prevailing at BHEL Dadri Site shall be followed by the agency to accomplish the job.

28.0

Local Site procedure as per the extant guidelines are to be followed.

29.0

The specific (minor) work which is not mentioned in the scope of work but required to be carried out for completion of subject work is in the bidder's scope.

30.0

Decision of BHEL site in charge regarding interpretation of the scope of work shall be final.

31.0 Liaison with all Statutory Authorities:

- a) Compliance of statutory provisions, whether mentioned in this contract or not shall be binding on the contractor.
- b) If there is any change in labour laws after the contract has been awarded, then the new law shall automatically be binding on the contractor.
- c) No additional financial compensation shall be paid by BHEL to the contractor on account of increased expenditure caused by a) and b) above.
- d) Liasoning with local commercial tax dept. to obtain Coml. Tax exemption certificate under the scope of contractor.

32.0 Submission of Documents:

The contractor shall submit following documents (as applicable for this work as directed by BHEL Dadri Site in-Charge) at appropriate time either before or during the execution of the work.

1. Test certificates of Pulling and Lifting machines and appliances.
2. Authorization for receipt of materials and for signing of Measurement Books etc.
3. Labour license specific to the contract.
4. Valid labour Insurance policy to cover all the workers.
5. Medical Fitness Certificate of each worker.
6. A photocopy of employment card issued to each worker as per format prescribed in factory rules.
7. List of safety appliance provided by the contractor to their workers with receipt.
8. Valid test certificate issued by competent authority as per factory rules for the T&P (like pulling / lifting devices, slings, machines etc.) to be utilised at site.
9. List of personnel's and workers deputed / deployed along with their full address proof, Police verification etc., shall be got done of his workers by the contractor.
10. Submission of Indemnity Bond in prescribed format of BHEL on Rs. 100/- Judicial Stamp Paper before transportation of Materials from Project site to Rubber Lining works and back.
11. List of T&P brought into plant premises along with their serial numbers and dates/years of purchase.
12. List of consumables brought into plant premises along with their serial numbers and dates/years of purchase, along with test certificates wherever applicable.
13. Safety undertaking.
14. Copy of ESI certificate to be furnished.
15. Proof of Payment of GST (Mandatory for Invoice processing).

33.0

The contractor shall submit following documents (as applicable for this work as directed by BHEL Dadri Site in-Charge) in report form within 30 days from final fit-up, after completion of contract:

- Details of work executed.
- Measurements against different schedules in compiled form.
- Material issue details.
- Material consumption details.
- Material returns details.

- Details of retrenchment benefits given to workmen.
- Details of issue of PF slip to workmen.
- Details of settlement of accident benefits if any to workmen
- Copies of pay sheets to workmen.

- Details and proof of remittance of PF to workmen.
- No dues clearance from different stores of BHEL Dadri Site

34.0 Provision of PPE's

Personnel Protective Equipment (PPEs), in adequate numbers, shall be made available at site & their regular use by all concerned to be ensured by the Contractor.

The following matrix recommends usage of minimum PPEs against the respective job and this list is not exhaustive. The BHEL Dadri Safety Officer may demand additional PPEs based on specific requirement.

Sl.NO	Type of Work	PPEs
1	Concrete and asphalt mixing	Nose mask ,hand glove ,apron and gum boot
2	Welders/Grinders/Gas cutters	Welding/face screen, apron, hand gloves, nose mask and ear muffs if noise level exceeds 90dB. Helmet fitted with welding shield is preferred for welders
3	Stone /concrete breakers	Ear muffs, safety goggles, hand gloves
4	Electrical Work	Rubber hand glove, Electrical Resistance shoes
5	Insulation Work	Respiratory mask, Hand glove, safety goggles
6	Work at height	Double lanyard full body harness, fall arrestor (specific cases)
7	Grit/Sand blasting	Blast suit, blast helmet, respirator, leather gloves
8	Painting	Plastic glove, Respirators (particularly for spray painting)
9	Radiography	As per BARC guidelines

The PPEs shall conform to the latest relevant international and national standards.

35.0

All employee of contractor should wear company uniform along with company logo at work place.

36.0

Successful bidder has to extend manpower assistance for minor cleaning/scrapping, etc as requested by BHEL Dadri Site Incharge

37.0

No deviations are accepted. Bidders are requested to positively comply with all the tender terms and conditions

38.0

Contractor should only execute the rectification of pipe / fittings mentioned in the Annexure 1 and any deviation shall be with prior approval of BHEL Piping Centre, Chennai.

Chapter-IV - Commercial Terms

1.0 Payment Terms

80% payment for each pipe/ fitting will be released after completion of Re-Rubber Lining and handing over the respective DU' s at site and same needs to be certified by BHEL PC Quality & BHEL Dadri Site.

10% payment for each pipe / fitting will be released after final fitup with the equipment and same needs to be certified by BHEL Dadri Site.

10% retention amount for each pipe / fitting will be released only after completion of performance guarantee period.

The payment will be released on submission of invoice complete in all respects with all documents as mentioned in this enquiry and requested by BHEL Dadri Site.

Payment shall be released as direct EFT Payment in following number of days

For Micro & Small Enterprises: 45 days
For Medium Enterprises : 60 days
For Non MSME : 90 days

Contractor shall furnish latest Udyam registration certificate in case of MSME.

Hard Copies of Invoices to be submitted to BHEL – Dadri Site-Incharge and Soft Copies to be mailed to BHEL Piping Centre.

Payment is subject to income tax deduction at the applicable rates of the invoice amount at source or as per Central Government Laws. BHEL reserves the right to withhold payment in case terms and conditions as per contract are not fulfilled by the contractor.

Contractor should ensure that description of pipe / fitting should be as Annexure 1 in NTPC Gate Pass, Invoice, e-way bill and Delivery Challan. Non – Conformance will not be accepted.

2.0 Liquidated Damages

If the supplier fails to deliver the Service within the period specified in the contract or intimated by BHEL, the purchaser shall deduct Liquidated Damages, a sum equivalent to 0.5% of the contract value of each undelivered pipe/fitting for each week of delay subject to a maximum of 10% of the contract value of each undelivered pipe/fitting, in case the balance work is allowed to be completed by the contractor beyond the contract period which is at the discretion of BHEL.

In case delay on contractor's part, at any stage during the scheduled period or after, BHEL shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the contractor. This shall be adjusted in contractors running bills and security deposit.

3.0 Earnest Money Deposit

Not Applicable

4.0 Security Deposit:

Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provision of the contract. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will be **5 % of the Contract Value**.

Modes of Deposit: The Security Deposit of 5 % of the contract Value may be furnished in any one of the following forms

- i) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.
- ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

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

Bidder should submit security deposit as per the time frame specified in the Letter of Intent (LOI) / PO. In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

5.0 Return of Security Deposit:

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor upon fulfilment of contractual obligations as per terms of contract, after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

Note: Work may be started before the required Security Deposit is collected. However, payment can be released only after collection of 100% security deposit.

No interest shall be payable by BHEL on Security Deposit or any money due to the contractor for any delay whatsoever.

6.0

Tender shall be floated on package basis as per Annexure-1 which is consolidated based on the location of joints. Bidder has to quote for all items mandatorily in the price bid.

Chapter-V - Taxes, Duties, Levies

- 1) All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
- 2) Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
- 3) **GST :**
The successful bidder shall furnish proof of GST registration. GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
- 4) GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
- 5) E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
- 6) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:
BHEL GSTN – 09AAACB4146P2ZC
NAME -- Bharat Heavy Electricals Limited
ADDRESS – Construction Manager, 2X490MW, BHEL FGD Dadri Site, NCTPP, NTPC, Dadri, GB Nagar, UP-201008.

- 7) Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :- Email id ---- to be intimated later on.
- 8) In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
- 9) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
- 10) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- 11) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your 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 the bidder along with interest levied / leviable on BHEL.
- 12) Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.
The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
- 13) **New taxes and duties:**-Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to Contractor, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, Contractor shall obtain prior approval from BHEL before depositing new taxes and duties.
Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- 14) **a) TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
b) TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.

Pre-Qualification Requirement
Open Tender Enquiry - Rectification Work of Rubber Lined Piping – BHEL Dadri Unit 6

Sl.No	Criteria	Bidder	Details of Documents to be enclosed
1	Bidder shall be Indigenous Vendor with any one of the following a) Pipe & Piping Component Fabrication and Rubber Lining Facility in-house or b) Pipe & Piping Component Fabrication and Outsourcing with any Rubber lining manufacturer or c) Rubber Lining manufacturer and Outsourcing Pipe & Piping Component Fabrication	a or b or c	Vendor to indicate the category
2	Availability of works for the option chosen above.	Yes/No	Copy of Factory Registration Certificate and List of Machineries pertaining to the option selected in PQR point 1 shall be submitted.
3	Experience: Bidder shall have manufactured rubber lined steel pipes (or) fittings in the last four years (i.e from F.Y 2018-19 to F.Y 2021-22) from the date of the Enquiry to any thermal power plants/ Chemical plants or for similar applications.	Yes/No	Reference Project list for the Rubber Lining / PO Copies along with dispatch details to be submitted.
4	Bidder should have made a turnover of at least Rs.6.00 Lakhs for anyone of last 4 audited Financial Years. Start-up which has commenced operations only in the current Financial year (FY 22-23) but meeting financial turnover criteria shall submit certificate from CA certifying the turnover made up to the current month of FY (FY 22-23).	Yes/No	Audited Balance Sheet and Audited Profit & Loss Account for the past four financial years. (i.e from F.Y 2018-19 to F.Y 2021-22) In case bidders have commenced operations within the past 4 years from the date of enquiry, audited Balance Sheet and P&L statement for the available years shall be submitted.

Note –

1. Bids fulfilling the above criteria will be considered for further techno-commercial evaluation.
2. For Startups and MSE bidders, Annual Financial Turnover criteria (Sl. No: 4 above) is relaxed by 50%, during anyone of the Financial years in the past 4 years and prior experience criteria (Sl. No: 3 above) is relaxed to last 5 years from the date of Enquiry. Relaxation is subject to bidder meeting criteria sl.no 01 and 02 of the PQR.
3. Bidders proposing to avail relaxation as above need to submit necessary document proof along with Pre-Qualification bid.
 - a) Startups - Certificate of Recognition by Department of Industrial Policy & Promotion
 - b) MSE – Udyam Registration certificate
4. Bidder to submit all supporting documents in English language. If documents submitted by bidder are in a language other than English, a self-attested English translated document shall also be submitted.
3. Bidders referred to NCLT, NCLAT or firms having strictures / hold by any other Government agency will not be considered.



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GENERAL NOTES FOR RECTIFICATION WORK OF RUBBER LINED DUS AT DADRI SITE

Broader scope:

- The rubber lined pipes already supplied to Dadri site shall be modified by the contractor by taking actual measurement at axial and lateral directions of each location of mismatch as indicated in annexure-1 at site , Cutting, fabrication of matching piece to match the connecting nozzle/Equipment/Pump by welding, Removing Rubber Lining, checking alignment at site, conducting hydro test/RT (as applicable) ,Re Rubber lining at vendor works and transportation of modified DUs with re rubber lining with Final fit-up at site. The material already supplied to site only shall be used and no fresh supply of material is envisaged for this modification work.
- Contractor shall solely be responsible for measurements, rectification of mismatch & Final Fit up at site.

Scope of supply & Services:

- Taking measurement at each location of mismatch after placing dummy spool piece at the equipment end for sl no 01 and taking measurement at each location of mismatch at Equipment/Pump/Tank nozzles/Etc., for other sl nos.
- Contractor Shall submit the full methodology of rectification before cutting/modifying the Pipe spools to BHEL Site. Contractor shall also submit the As built drawings to Dadri site after finalizing the dimensions to rectify the mismatch.
- Based on measurement taken at each nozzle location the vendor has to modify the corresponding spool/pipe (already available at Dadri site). Cutting of spool piece, partial/full removal of rubber lining at the cut area and cut area shall be grounded and tested with LPI.
- Proper fit up of the modified spool piece and alignment along with temporary welding has to be ensured. After ensuring proper fit-up, vendor can proceed with

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final fabrication & Re-rubber lining. Vendor to get Clearance for Each Item/Lot from PSNR/Dadri Site for the modification.

- Vendor shall take care of alignment of Flange PCD, Flange Face/Straightness of Flange Face While making Fit up.
- If final fabrication is at vendor works, vendor to take clearance from site for moving the item. Cost involved for transportation of Pipe to vendor works for final fabrication is in vendor scope.
- Final fabrication has to be carried out by removal of rubber lining, sand blasting, and re-rubber lining at vendor works. Inspection (as per Approved QP) for welding & re rubber lining of modified Pipes shall be done by BHEL-PC.
- Transportation of modified R/L pipe to site is in vendor scope.
- Final Fit-up to be done at site and Final clearance for modified Spool piece (after Re Rubber lining) shall be obtained from PSNR/Dadri Site.
- Outside Painting of items shall be as per applicable Painting Scheme. Paint/Consumables/application are in Vendor scope.
- Fabrication & Rubber lining shall be as per applicable approved QP. Ref Fabrication QP no is (7391: QPC:03) and Ref Rubber lining QP no is (7374: QPC:01)
- Erection of rectified Pipe Spools/fittings at its original position as per BHEL Isometric Drgs. All Tools & Pallets, consumables, etc., required for dismantling and erection is in the scope of contractor.

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APPROVED	C.Saravanan				
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- Following Documents Shall be submitted by Vendor after completion of job.
- Test Certificate of Rubber
- DPT report for EP & Cut Areas.
- RT/Hydro test report
- Spark test report
- Adhesion test coupon report
- Short Hardness & R/L thickness report
- Outside Painting Report
- Any other Report as per approved QP
- All Safety norms to be followed strictly by contractor
- Invoice/Delivery challan/E-way bill (if required) for taking material out of NTPC Dadri site to the contractor workspace/factory and back to the Dadri site for final fit up shall be in contractor's scope.

Mechanism of execution:

- Vendor shall form 3 Teams. One for measurement & initial fit-up, one for transportation to & fro from site and getting clearances, one for Re Rubber lining & Final fit-up.
- The modification work shall be executed in lots/Item wise as defined by the PSNR site as per Annexure-I
- A vendor crew shall start with measurement process for LOT 2A and obtain clearance from PSNR. The measurement taken/initial fit-up/Pre fabrication done for spool pieces (LOT 2A) shall be moved to vendor works can be considered as Stage-1.
- After completion of Stage-1 for LOT 2A I.e. During execution of Final Fabrication & Re Rubber lining of (LOT 2A), the measurement crew shall start measurement & Pre fit up at site for next LOT I.e. LOT 2B.

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- When the complete modification work of LOT 2A spools is completed incl. Re Rubber lining at vendors works and transported back, LOT 2B shall be sent to vendor works.
- All the process of the execution, may follow a cycle of process for all the 09 no's of LOTs. Vendor may also combine two lots under one stage if the no of joints is less than 10 nos.
- Vendor to accommodate any minor variation in Total no of joints/surface area / Weight/material if any based on actual site conditions.
- Time Schedule for handing over of re-rubber lined pipes/fittings at BHEL Dadri Site for each pipe / fittings shall be 60 days from issue of material to vendor by BHEL Dadri site for Measurements.
- Cut-off for site to complete the issue of all items/lots from the date of issue of 1st item/lot in that Priority is 15 Days. Any delay in issue of Lot/Item for measurement to Vendor under the corresponding Priority shall be attributed to BHEL Dadri site.

Exclusions by BHEL

- Fasteners & Flanges required for Alignment & Fit up shall not be supplied by BHEL

Services provided by BHEL/PSNR at Dadri FGD Site

- Coordination support during measurements.
- Arrangement space for work.
- Power under Chargeable basis
- Facilitation for Men/Material/Vehicle movement Pass arrangement for ingress & egress from NTPC Dadri site.

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APPROVED	C.Saravanan				
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Inspection & Additional Information

- Clearances from BHEL Dadri site to be obtained for all measurement and initial fit-up
- Final Inspection (as per QP) for welding & rubber lining of modified Pipes and Outside Painting by BHEL PC QC
- Clearances from BHEL Dadri site to be obtained during final fit up after modification including dimensions for Modified Pipe Spools.

Free Issue Material

- Any pipe/plates required for modification of spool piece (only for shortage of length areas) shall be supplied by PSNR Site as per requirement.

Rubber lining:

- At site, Rubber lining shall be removed only by chipping using cold chisel/ sharp serrated knife.
- Rubber lining at vendor works may be removed by burning.

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Technical Specification for Modification work of Rubber Lined DUs at Dadri SiteDesign Pressure: 11.5 kg/cm² (g)

Design Temperature: 65 deg C

Hydro test Pressure: 17.25 kg/cm² (g) [If hydro tested]

Application Standard: IS4682 (Part-1) or equivalent

- 1. All pipes with flanges and all flanged fittings except elbows/bends of the sizes NB50 and above are to be lined with 6mm thick rubber. For elbows/bends, at the curvature, 8mm thick rubber lining to be provided and shall be smooth finished to 6mm at the straight ends and the elbow flanges.
- 2. Wear Resistant Natural Rubber shall be used for lining and the lining shall conform to IS:4682 (Part-1).
- 3. The number of plies of lining shall be decided by vendor.
- 4. Properties of Natural Rubber shall be as below:

Physical Properties				
Test Item	Unit	Standard Value	Test Value	Test Method
Tensile Strength	kg/cm ²	>=	70	IS code or ASTM D412
Elongation at Break	%	>=	350	IS Code or ASTM D412
Hardness	Shore A		57+/-7	IS Code or ASTM D2240
Adhesive Strength	Meet the pipe medium design pressure requirement			IS Code or ASTM D429
Specific Gravity	1.1-1.4 (max)			

- 5. Rubber lining to be applied after all processes like machining, cutting, welding, grinding, etc.
- 6. All sharp edges to be rounded off and weld shall be finished round and smooth before applying rubber lining.
- 7. The lining applicator shall submit data on the physical properties and characteristics of all rubber compounds to be used, to BHEL for review and

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approval as well as the procedure for lining application, curing, testing and quality control.

- 8. All metal surfaces to which rubber is to be adhered must be clean and free from surface defects. All inside weld seams shall be ground smooth, all burrs removed and all construction scars repaired.

9. Liner application

- 9.1 No rubber stock shall be applied when the ambient temperature of the work is below 20° C or below the dew point of the surrounding air. Adhesive shall not be applied when the surrounding air has either a relative humidity above 85% or a temperature below 20° C. Instructions for measurement of dew point relative humidity and surface temperature are contained in SSPC-PA1-74.
- 9.2 The rubber stock shall be joined with a 45 degree skived edge overlapping at least 3-6 times of the rubber thickness (max 32mm)
- 9.3 Circumferential seams are allowed within the pipe bore of straight-run pieces for which bead shall be finished
- 9.4 The rubber stock shall be rolled out over the entire face of the flange where possible. No seam will be allowed at the junction of the pipe or flange. A seam will be permitted on the flange face, provided the seam is buffed smooth.
- 9.5 The rubber lining work shall be done by generally accepted techniques and tools that no air is trapped and air behind the lining should be removed completely.
- 9.6 The fitting shall be furnished with the flange ends, with the liner overlaying the flange face inside the bolt circle

10. Rubber jointed portions

- 10.1 The joint of two rubbers (if applicable) shall conform to the following

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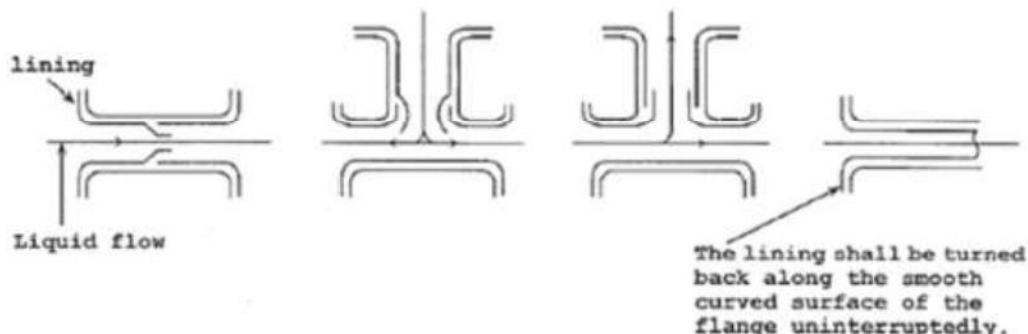
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10. Vulcanization

- 11.1 All rubber lining pipes shall be vulcanized by the saturated steam in a Autoclave. The required pressure, temperature and vulcanizing hours shall be chosen for the vulcanization of each rubber lining by Vendor to achieve desired properties.
- 11.2 If the hole to ventilate the air behind the lining is to be necessary to avoid air pockets, it shall be made by the fabrication of the rubber lining.

12. Curing

- 12.1 The curing procedure used shall be the responsibility of the vendor.
- 12.2 The method used shall assure complete cure of the rubber stock and procedure the desired physical properties.

13. Patch Repairing

- 13.1 Where patch repairing is required rubber lining will be removed up to a point where lining is satisfactory and has firm adhesion to the metal. The metal will be cleaned lining edge skived to 45-degree cement applied and rubber stock.
- 13.2 No patches are permitted on flanges faces
- 13.3 All cured patches shall meet the requirements specified for the original lining material.
- 14.Modification of Pipes/Fittings shall be done as per applicable approved manufacturing QP for the project

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15. Rubber lining test

- 15.1 Visual and electrical High frequency Spark test shall be conducted on all rubber lined pipes and fittings surface both before and after curing.
- 15.2 High voltage spark test of all surfaces shall be made with the voltage selected for the particular rubber compound. In any case, the minimum voltage shall be 5 KV/mm of thickness. Testing and inspection methods (ITP) shall be submitted to the contractor for approval.
- 15.3 Visual examination of all surfaces shall be made to detect blisters, wrinkles or loose places.
- 15.4 Minor leaks or defects detected by the above method may be repaired by patching. Total relining will be required for major defects.
- 15.5 Durometer hardness (Shore A scale) shall be determined after curing. Certified test results shall be submitted by the subcontractor.
- 15.6 Evidence of poor workmanship shall be the cause for rejection.
- 15.7 The contractor reserves the right to inspect the work in progress as well as witnessing the final inspection/testing, and reserves the right to choose Third Parties for inspection.
- 16. For welding and rubber lining details, refer 1-80-620-22356
- 17. Welded portions shall have a uniformly smooth surface finish without burrs, weld spatter, sharp edges, cracks, etc.
- 18. Full penetration of welds to be ensured for all welds.
- 19. For plate formed pipes, suitable staggering of longitudinal weld joints is to be done if the pipe length has to be built up.
- 20. The longitudinal and circumferential welds shall be suitably located such that it does not interfere with stubs/branch nozzles.

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- 21. The surface finish for all machined surfaces are 12.5 microns
- 22. Each fabricated item/fitting shall be with flanged ends
- 23. All flanges are flat faced flanges only as per drawing given by BHEL (1-80-620-22355)
- 24. All flanges are to be welded with their axes equally staggered
- 25. Ends of flanges shall be exactly perpendicular to the axis of the pipe
- 26. Flanges are to be welded before rubber lining in such a way that the axes (on which the holes are staggered) are maintained the same on a common axis on either side of pipe/fitting.
- 27. Dimensions, Axis perpendicularity, Orientation, OD , No of holes ,PCD, etc., details before & after R/L application to be recorded for review of BHEL Dadri Site.
- 28. Vendor shall take care of alignment of Flange PCD, Flange Face/Straightness of Flange Face While making Fit up.
- 29. Fabrication of flanged pipes/fittings shall be pre-assembled at site to ensure the matching of adjacent items/Equipment/Pump/Tank nozzles w.r.to matching flange holes. In addition, the location of branches, bends, etc. are to be positioned so as to ensure continuation of piping in other directions.
- 30. All sharp edges to be rounded off (R=3mm) and weld shall be finished round and smooth before applying rubber lining
- 31. Inspection and testing shall be as per applicable approved manufacturing QP
- 32. Welding, gas cutting or gouging after rubber lining are not allowed
- 33. For painting, refer applicable painting scheme for the project

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- 34. Vendor shall take care in transportation of R/L Items (DUs), to & from vendor works
- 35. Handling of DUs to avoid damaging the Rubber lining is to be ensured.

36. Notes for storage of rubber lined pipes at shop/site:

- Storage:
- a. Stockpiling of pipe: The bottom row of pipe should be elevated off the ground on timber skids or earth beams covered with polyethylene, properly spaced and levelled to support the rubber lined pipe/fitting without damage. The bottom row should be restrained to prevent joints from rolling. The racks should be level over their entire length, but a slight tilt of the pipe to permit drainage is desirable.
- b. To prevent damage by bevel-shoulder gouging, place the pipe as parallel as possible. Position the weld seam, if present, toward the interstitial gap, not toward the adjacent pipe. Do not intermix short joints with long joints. To avoid bevel-damage to the rubber lining, store short joints on the top or at the end of the pipe stack.
- c. Pipes with Flanges (R/L) shall be stored suitably to prevent damages on flanges & RL there in.

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R01	I.D.B.Raju/CS		21-04-2022		
	NAME	SIGN	DATE	BHEL DRG NO	REV
PREPARED	I.D.B.Raju(E)/Sathish R(Q)		10-03-2022	4-80-620-84542	02
CHECKED	Venkata Ramana E				
APPROVED	C.Saravanan				
SH-11 of 11					

Annexure-1 :List of Rectification Work to be done at Dadri FGD Site for U#6

S No.	Pipe Size	Approx. Length in Meter	Qty in Nos (Approx.)	Priority (P)	Lot Nos	Total Length of Pipe/ Fitting (Approx.)	Pipe OD1	Thk T1	Approx. Surface Area in Sq M	DU Wt per Item	Approx Total Wt in Kg	System
1	90 DEG ELB NB300	1.2	40	Unit-6 (P1)	2A,2B,2C,2D	48	323.9	6.4	46.90	105.125	4205	RC Pump Spray Headr
2	FUNNEL NB50/ NB250	0.35	2	Unit-6 (P1)	2F	0.7	273	6.4	0.36	25.44	50.88	FUNNEL FOR PH ANALYZER SAM PLING
3	REDUCER NB100/ NB50	0.3	1	Unit-6 (P1)	2F	0.3	114.3	5.4	0.07	14.55	14.55	Recirculation line to Gypsum area drain sump
4	PIPE NB150 WITH STUB NB80	0.3	4	Unit-6 (P1)	2F	1.2	168.3	5.4	0.69	26.45	105.8	STUB FOR DENSITY METER IN LSST DISCHARGE LINE
5	REDUCER NB 1300/ NB900	0.8	4	Unit-6 (P1)	2E	3.2	1321	12	11.07	533.11	2132.44	RC Pump Discharge
6	PIPE NB 80	0.5	2	Unit-6 (P1)	2F	1	88.9	5.4	0.25	12.33	24.66	LS St to the absorber inlet manifold
7	90 DEG ELB NB 80	0.5	2	Unit-6 (P1)	2F	1	88.9	5.4	0.25	12.33	24.66	LS St to the absorber inlet manifold
8	Pipe NB150 WITH 3 STUBs	0.3	4	Unit-6 (P1)	2G	1.2	168.3	5.4	0.63	30.91	123.66	BAP Requirement
9	Pipe NB150 WITH STUBs	0.75	2	Unit-6 (P1)	2G	1.5	168.3	5.4	0.79	31.12	62.24	BAP Requirement
10	REDUCER NB125X50	0.4	2	Unit-6 (P1)	2G	0.8	141.3	5.4	0.35	14.26	28.52	WWP DISCH.
11	Pipe/ Fittings of Size Range NB50-NB500		13	Unit-6 (P1)	2H	11.78			12.27		1354.48	for Site adjustment
TOTAL			76						73.64		8126.89	

01. Above list of rubber lined DUs are already supplied to Dadri site shall be modified by the vendor by taking actual measurement at axial and lateral directions of each location of mismatch as indicated at site , cutting, fabrication of matching piece to match the connecting nozzle/ Equipment/ Pump by welding, checking alignment at site, conducting required hydro/ RT test , Re Rubberlining and supply of modified items with rubber lining with Final fit-up at site.


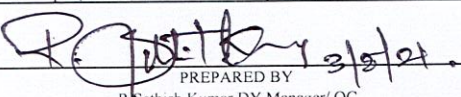
02. The material already supplied to site only shall be used and no fresh supply of material is envisaged for this modification work.

03. Contractor shall solely responsible for measurements, rectification of mismatch & Final Fit up at site.

04. +/- 20% cushion in Wt/ surface area/ no of joints for each sl no shall be considered by Vendor for sl nos 1-10 while quoting

05. S no-11 is meant for excess requirement over & above the sl nos 1-10 ; Approx. Wt/ Surface area is given here for total 13 nos. It is required for site adjustments if any at later stage.

Vendor should quote considering total length, surface area & Weight. Payment will be on pro-rata for this S no. alone

		MANUFACTURER'S NAME & ADDRESS BHEL PIPING CENTRE, CHENNAI FABRICATION THROUGH APPROVED SUB-CONTRACTORS		STANDARD QUALITY PLAN ITEM : Modification/Rectification of LP Piping Fabrication (Carbon Steel) & Re -Rubber Lining for Dadri FGD Project				QP No : 7391:QPC:03 Rev No : 00 Date : 02.08.2021				
S.No	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK M	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY M B S			REMARKS
1	2	3	4	5	6	7	8	9	D*	**	10	11
1.00	RAW MATERIAL											
1.10	Site Returned pipe spool for modification	Co-relation & verification of Gate pass	Minor	Verification	100%	Gate pass		Report		P	-	-
2.00	IN-PROCESS INSPECTION											
2.10	Cut area & Edge Preparation	NDE - after grinding	Major	LPI	100%	ASME Sec.V / ASME B 31.1 Cl. 136.4.4		Report	√	P	V	-
2.20	Welding	Procedure & Performance Qualification details	Major	Verify	100%	ASME Sec. IX , IBR		WPS , PQR		P	V	-
3.00	NDE for Weld											
3.10	Butt joints for LS & CS	Weld Soundness - LS	Major	RT	100%	ASME Sec V / ASME Sec VIII UW-51		Report	√	P	V*	-
		Weld Soundness - CS	Major	RTSS	10%*	ASME Sec V / ASME Sec VIII UW-51		Report	√	P	V*	-
												V* - Review of RT Films
												SS : 100% on T or intersection Joints
												+ If 10% RT fails, then 100% RT to be carried out for entire butt joints
3.20	Fillet joints	Soundness	Major	MPI	100%	ASME Sec V / ASME B31.1 cl 136.4.3		Report	√	P	V	-
4.00	Rubber Lining for Inside surfaces	Vendor shall refer QP No. 7374QPC01 Rev 01 Dtd: 13.02.2019						Report	√	P	W	-
5.00	FINAL INSPECTION after Rubber Lining											
5.10		a) Surface preparation	Major	Visual	100%	Power Tool Cleaning to St3 (SSPC-SP3)		Report	√	P	V	-
	Surface preparation ,Painting , Identification	-do-		DFT	100%	Primer-Red Oxide Zinc Phosphate Primer to IS: 12744 (Two coats)- 30μ/ coat Total -60μm (min.)		Report	√	P	V	-
		b) Painting	-do-	DFT	100%	Finish -Synthetic Enamel to IS 2932 Shade: Grey white RAL 9002 (Two coats)- 30μ/ coat Total -60μm (min.)		Report	-	-	-	P
		b) Identification ,Marking & Color coding	-do-	Visual	100%	As per Lot/Unit reference in PO		Report	√	P	V	-
5.2	Dimension and assembly of Modified spool piece	Dimension	-do-	Measurement	100%	Modified Spool To suit site mismatch		Report	√	P	-	W*
		Assembly	-do-	Measurement	100%	Modified Spool To suit site mismatch				P	-	W*
6.00	DOCUMENTATION											
6.1	Inspection clearance	Documentation	Critical	Verification	100%	All reports as required in this QP			√	P	V	-
 PREPARED BY R Sathish Kumar DY Manager/ QC		LEGEND: * RECORDS, IDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION. ** M- MANUFACTURER ; B- BHEL ; S- SITE P- PERFORM W- WITNESS R- REVIEW AND V- VERIFICATION RW- RANDOM WITNESS						J. N. J. E. 3/8/2021 APPROVED BY J Nanthini Dy. Manager / QA				
SIGNATURE		PAGE 01 OF 01										


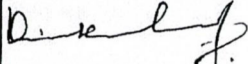
S.No		COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK M	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	D*	AGENCY			REMARKS
											M	C	N	
1		2	3	4	5	6	7	8	9	10	** 11			12
1.0		RAW MATERIAL												
1.1		Rubber Mix	a. Tensile Strength b. % Elongation c. Specific Gravity d. Hardness e. Thickness of Sheet	Major	Verification	1 sample/lot	As per Tech Spec./Relevant IS , Material Spec.		TC	√	P	V	-	TC - Test Certificate
			f. Resistance to Bleeding #	Major	Chemical	1 sample/lot	Immersion for 24 hours @40 deg C in 10% of H2SO4 and 10% of HNO3	No discoloration and Weight change -0% +4%	TC	√	P	V	-	# TC shall be from NABL approved lab.
2.0		INPROCESS INSPECTION												
2.1		Surface Preparation	Cleanliness & Uniformity	Major	Visual	100%	IS 4682 Part I , Sa 2.5 Grade Surface Finish		TC	-	P	V	-	
2.2		Continuity of Lining at Uncured stage	Spark test	Major	Visual	100%	IS 4682 Part I		TC	-	P	V	-	
2.3		Curing of Rubber Lining	Control of Pressure, Temperature & Time	Major	Visual	100%	IS 4682 Part I and Manufacturer's Procedure		Log Book	-	P	V	-	
3.0		FINAL INSPECTION												
3.1		Complete Lining	a. Surface Defects b. Shore Hardness c. Spark Test d. Rubber lining Thickness e. Adhesion Test	Major Major Critical Major Critical	Visual Measurement Visual Measurement Peel-Off test	100% Random 100% Random One sample per Vulc. Lot	IS 4682 Part I IS 4682 Part I IS 4682 IS 4682 IS 4682	IR IR IR IR IR	√ √ √ √ √	P P P P P	W W W W W	- - - - -		
4.0		Documentation	Review of Reports	Major	Verification	100%	All reports requ				P	V	-	
		LEGEND: * RECORDS, IDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION. ** M:MANUFACTURER/SUB-SUPPLIER,C: BHEL/BHEL AUTHORISED AGENCY, N: NTPC, P: PERFORM W: WITNESS AND V: VERIFICATION CHP: NTPC SHALL IDENTIFY IN COLOUM 'N' AS 'W'												
		Signature Not Verified Digitally signed by Rakesh Sharma Date: 2019.02.14 17:44:58 IST Reason: CA I Location: NTPCEOC 6130-109-2vm-2-012 Rev 01 DOC.NO. CAT...												
		NTPC PREPARED BY: [Signature] APPROVED BY: [Signature] MAIN-SUPPLIER SIGNATURE: [Signature] PAGE 01 OF 02												
		FOR NTPC USE: [Signature] REVIEWED BY: [Signature] APPROVED BY: [Signature] APPROVAL SEAL: [Signature]												

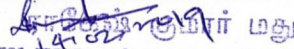
14/02/2019
 RAKESH KUMAR MADHU / Sr Engineer / QA
 वरिष्ठ अभियंता/व्ययु / Sr Engineer / QA
 गुणवत्ता विभाग / Quality Department
 बल्लारपुर / BALLARPUR / RANIPET 632 406

		CONTRACTOR'S NAME & ADDRESS BHEL PIPING CENTRE, CHENNAI / APPROVED VENDORS **		MANUFACTURING QUALITY PLAN				PROJECT : DADRI- St II (2x490 MW)					
				ITEM : RUBBER LINING OF PIPING CONFORMING TO IS 4682 PART I. BHEL Customer No. : 7374,7391 & 7392		Q.P.No:7374QPC01 REV-01 Dt- 13.02.2019		PACKAGE : FGD Package CONTRACT No.: CS-6130-109-9 MAIN-SUPPLIER : BHEL, Piping Centre					
S.No	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	D*	AGENCY			REMARKS
					M					M	C	N	
1	2	3	4	5	6	7	8	9	10	** 11			12

NOTES:

- **Rubber Lining Vendor's Name & Address**
 - M/s Lebracs Rubber Linings Private Limited ; Works Address : No16, Sedrapet, Puducherry-605111
 - M/s Jasmino Polymertech Pvt Ltd ; Works Address : L-6I, MIDC Industrial Area, Taloja, Dist-Raigad, Maharashtra -410208
- NTPC Inspection Category : Cat III
- Repair, if any, should be carried out by same as per original rubber.
- Adhesion test coupon shall be as prepared as per governing code.
- NTPC Surveillance check may be carried out, if required.

		LEGEND: * RECORDS, IDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION. ** M: MANUFACTURER/SUB-SUPPLIER, C: BHEL / BHEL AUTHORISED AGENCY, N: NTPC, P: PERFORM W: WITNESS AND V: VERIFICATION	NTPC	DOC.NO. <u>6130-109-BVM-8-012</u> CAT...		
				PREPARED BY	APPROVED BY	REVIEWED BY
MAIN-SUPPLIER		SIGNATURE	PAGE 02 OF 02	FOR NTPC USE:		


 राकेश कुमार मधु / RAKESH KUMAR MADHU
 वरिष्ठ अभियंता/सूक्ष्म / Sr. Engineer / QA
 गुणवत्ता विभाग / Quality Department
 BHEL / DAP / RAIPUR 632 406

Enquiry Terms & Conditions

SI No	BHEL requirement
1	CONTRACT PERIOD: Staggered delivery as mentioned in the Scope of Work.
2	<p><u>CANCELLATION / TERMINATION OF CONTRACT, DEFAULT / BREACH OF CONTRACT AND RISK PURCHASE:</u></p> <p>In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies / services or non-fulfilment of any other terms and conditions given in Purchase Order as enumerated subsequently in this clause, Purchaser shall be entitled to cancel the Order / Contract either in whole or portion thereof without compensation to Seller / Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller / Contractor and the Seller / Contractor shall be liable to the Purchaser for any excess costs provided that the Seller / Contractor shall continue the performance of the Order / Contract to the extent not cancelled under the provisions of this clause. The Seller / Contractor shall on no account be entitled to any gain on such repurchases. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer.</p> <p>Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:</p> <p>i. Contractor / supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work / supply does not appear to be executable within balance available period (#) considering its performance of execution.</p> <p>ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</p> <p>iii. Non completion of work / Non-supply by the Contractor / supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor / supplier.</p> <p>iv. Termination of Contract on account of any other reason (s) attributable to Contractor / Supplier.</p> <p>v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>vi. Non-compliance to any contractual condition or any other default attributable to Contractor / Supplier.</p> <p>Risk and Cost amount against Balance Work: $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ Where, A= Value of Balance scope of Work / Supply (*) as per rates of new contract B= Value of Balance scope of Work / Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H= Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>*(Balance scope of work / supply)</p> <p>Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount.</p>

Enquiry Terms & Conditions

Sl No	BHEL requirement
	<p>Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>Note: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.</p> <p>Recovery from Supplier Recoveries from contractor / supplier on whom risk & cost has been invoked shall be made from the following:</p> <ol style="list-style-type: none"> Dues available in the form of Bills payable to contractor / supplier, SD, BG's against the same contract. Dues payable to contractor / supplier against other contracts in the same Region / Unit / Division of BHEL. Dues payable to contractor / supplier against other contracts in the different Region / Unit / division of BHEL. Legal Options for recovery of dues payable by the supplier / contractor.
3	<p>NON-DISCLOSURE AGREEMENT (NDA): The bidders shall enter into the Non-Disclosure Agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).</p>
4	<p>FRAUD PREVENTION POLICY: The Bidder along with its associate/ collaborators/ sub-contractors/ sub-Bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>
5	<p>SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:</p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>Integrity commitment, performance of the contract and punitive action thereof:</p> <p>Commitment by BHEL BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.</p> <p>Commitment by Bidder/ Supplier/ Contractor</p> <ul style="list-style-type: none"> The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

Enquiry Terms & Conditions

SI No	BHEL requirement
	<p>• The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.</p> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. Bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p>
6	<p><u>CARTEL FORMATION:</u> 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.</p>
7	<p><u>IN THE EVENT OF FORCE MAJEURE:</u></p> <p>a. Notwithstanding the provisions contained in other clauses, the supplier / contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier / contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier / contractor and not involving the supplier's / contractor's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>b. If a Force Majeure situation arises, the supplier / contractor shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier / contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier / contractor accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p>
8	<p><u>LAWS GOVERNING THE CONTRACT:</u></p> <p>1) The contract shall be governed by the Laws of the Government of India in force.</p> <p>2) Irrespective of the place of execution of the contract, place of delivery / services, place of payment under the contract, the contract shall be deemed to have been made at the place at which the Acceptance of the tender has been issued.</p>
9	<p><u>RESOLUTION OF DISPUTES:</u></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through</p>

Enquiry Terms & Conditions

SI No	BHEL requirement
	<p>Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>The seat of arbitration shall be Chennai, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Chennai, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor / contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>
10	<p><u>SET-OFF CLAUSE:</u> Payment of bills, payment of any amounts due, release of Security Deposit or return of Bank Guarantees furnished under this tender / contract, shall be subject to the deduction of any amount for which the bidder is liable under this contract, or any contract placed on the contractor by BHEL Piping Centre, Chennai or any / all other Unit/s of BHEL.</p>
11	<p><u>GENERAL:</u></p> <ol style="list-style-type: none"> i. The PO copy with all details will be given to successful bidders in soft mode only. ii. Acknowledgement for receipt of PO shall be sent within one day from the date of receipt. iii. Deviation taken after placement of order will not be accepted.

Enquiry Terms & Conditions

SI No	BHEL requirement
	<p>iv. Suppliers / contractor to analyze in detail, at the time of submission of offer with reference to our “delivery” requirement of services and confirm compliance.</p> <p>v. BHEL reserves the right to negotiate or re-float the tender opened, if price / other details are not acceptable to them.</p> <p>vi. Any other terms and conditions mentioned in your offer other than the terms and conditions mentioned in this enquiry will not be considered.</p> <p>vii. Bids not accepting to any of the enquiry terms and conditions will be liable for rejection.</p> <p>viii. The bidder shall closely pursue all the clauses and specifications indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.</p> <p>ix. The rates quoted in this tender shall remain firm throughout the entire contract period / completion of the contract.</p> <p>x. Bidder has to put sign and seal at the bottom right side in all the pages of tender documents.</p>
12	<p><u>ASSIGNMENT OF TRANSFER OF CONTRACT:</u> The contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.</p>
13	<p><u>ADDRESS OF TENDER INVITING AUTHORITY:</u> B. Sriram Sr.Engineer, MM Services BHEL/Piping Centre, No 80, G N Chetty Road, T Nagar, Chennai – 600017. 044-28161274 Mob:9488526369. e-mail: sriramb@bhel.in</p>

BHARAT HEAVY ELECTRICALS LIMITED
PIPING CENTRE, PURCHASE
BHEL / CHENNAI – 600 017

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Piping Centre, Chennai on contract is confidential and that the nature of the business of the BHEL, Piping Centre, Chennai is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Piping Centre, Chennai Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Piping Centre, Chennai all documents and property of BHEL, Piping Centre, Chennai, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Piping Centre, Chennai's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Piping Centre, Chennai and are reasonable given the nature of the business carried on by the BHEL, Piping Centre, Chennai I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

UNPRICED BID FORM AT (NOT TO INDICATE ANY RATES HERE)

S No.	Pipe Size	Qty in Nos (Approx.)	Approx. Surface Area in Sq M	Approx Total Wt in Kg	QUOTED/ NOT QUOTED (BIDDER TO TICK)
1	90 DEG ELB NB300	40	46.90	4205	QUOTED/ NOT QUOTED
2	FUNNEL NB50/ NB250	2	0.36	50.88	QUOTED/ NOT QUOTED
3	REDUCER NB100/ NB50	1	0.07	14.55	QUOTED/ NOT QUOTED
4	PIPE NB150 WITH STUB NB80	4	0.69	105.8	QUOTED/ NOT QUOTED
5	REDUCER NB 1300/ NB900	4	11.07	2132.44	QUOTED/ NOT QUOTED
6	PIPE NB 80	2	0.25	24.66	QUOTED/ NOT QUOTED
7	90 DEG ELB NB 80	2	0.25	24.66	QUOTED/ NOT QUOTED
8	Pipe NB150 WITH 3 STUBs	4	0.63	123.66	QUOTED/ NOT QUOTED
9	Pipe NB150 WITH STUBs	2	0.79	62.24	QUOTED/ NOT QUOTED
10	REDUCER NB125X50	2	0.35	28.52	QUOTED/ NOT QUOTED
11	Pipe/ Fittings of Size Range NB50-NB500	13	12.27	1354.48	QUOTED/ NOT QUOTED
TOTAL		76	73.64	8126.89	

01. Above list of rubber lined DUs are already supplied to Dadri site shall be modified by the vendor by taking actual measurement at axial and lateral directions of each location of mismatch as indicated at site , cutting, fabrication of matching piece to match the connecting nozzle/ Equipment/ Pump by welding, checking alignment at site, conducting required hydro/ RT test , Re Rubberlining and supply of modified items with rubber lining with Final fit-up at site.

02.The material already supplied to site only shall be used and no fresh supply of material is envisaged for this modification work.

03.Contractor shall solely responsible for measurements, rectification of mismatch & Final Fit up at site.

04. +/- 20% cushion in Wt/surface area/no of joints for each sl no shall be considered by Vendor for sl nos 1-10 while quoting

05. **Sl no-11 is meant for excess requirement over & above the sl nos 1-10 ; Approx. Wt/Surface area is given here for total 13 nos. It is required for site adjustments if any at later stage.**

Vendor should quote considering total length,surface area & Weight. Payment will be on pro-rata for this Sl no. alone