



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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Dt: 01.02.2018

Ref: Enq No: 4211800001E

To

All approved vendors

Sir,

Sub: Tender for Supply of **Bolted Structures** with Vendor Material for NTPC
Telangana Project- reg.

Ref : Enquiry No: **4211800001E : Dt 01.02.2018**

Due Date for Submission : Dt 12.01.2018

Please find the following tender documents enclosed for submitting the offer. The offers should be submitted online via E Procurement website <https://bheleps.buyjunction.in> on or before 12.01.2018- 14:30 Hrs. The offers will be opened at 15:00 hrs IST on the due date 12.01.2018 via e-procurement system(m-junction). Kindly submit your offers in e-procurement system well before the due date and time. *BHEL shall not be responsible for any E Procurement System issues and Vendor's inability to submit the offers at the last minute.*

Enclosure:

1. Tender document with Terms and conditions for **Telangana Bolted Structures** with vendor material.
2. Techno Commercial Offer format- Annexure A
3. Price format – Annexure B
4. BHEL approved vendor list for raw material procurement
5. Approved Quality Plans and Painting Scheme
6. Declaration by Bidder-Annexure D
7. Non-Disclosure Agreement- Annexure H
8. Technical Requirements Confirmation- Annexure K

Prospective suppliers/ bidders may address their complaints/ representation to the Head (MM) of the concerned Unit/ Region.

Please indicate Enquiry no. and Date and due date in all correspondences for easy reference and speedy response.

(SANDEEP)
Sr. Engineer/Outsourcing
BHEL / Piping Centre,
T.Nagar, Chennai - 600 017.

SECTION IV-B

OS/PVM TENDER FOR TELANGANA BOLTED STRUCTURES– TERMS AND CONDITIONS:

1. QUANTUM OF WORK:

The total quantum of fabrication work envisaged for ordering under this Tender enquiry is around **385 MTs** involving Bolted structures of NTPC Telangana Project.

The quantity indicated is for NTPC Telangana Project (7313-80940 & 7314-80940). Detailed GMS, Drawings are attached with this enquiry. Vendor to submit their price on per MT basis inclusive of basic rate, painting with surface preparation by blast cleaning charges, crating/packing charges, freight rate, ODC (if applicable) charges. Taxes and duties applicable to be indicated extra.

2. SCOPE OF WORK:

The broad scope of work in respect of all the rate schedules includes:

- 2.1 Procurement of raw materials and consumables like electrodes etc., from BHEL/NTPC approved raw material sources as per [Section VI](#), as per the raw material Specifications/ Technical delivery conditions (TDC's) as per [Section IX](#), and quantities as per Drawings/ GMS(Group Manufacture specification) attached with this enquiry.
- 2.2 Fabrication of components as per BHEL drawings issued along with this enquiry.
- 2.3 Fabrication of components shall also be according to the Quality Work Instructions as listed under [Section IX](#) and customer approved quality plan ref. 7313QPC05 rev01 dt. 06.12.2017.
- 2.4 Heat treatment, NDT, other testing works as called for in PO/Drawings/QP/QWIs, wherever necessary shall be carried out through BHEL approved vendors, listed under [Section X](#).
- 2.5 Surface preparation and Painting as per the quality document detailed in SECTION IX.
- 2.6 Procurement of all indirect materials, consumables, packing materials required for the completion and the despatch of the jobs.
- 2.7 All handing charges till completion of fabrication and despatch up to destination.
- 2.8 All costs towards testing and inspection including customer/BHEL/BHEL nominated agency as per BHEL's QP/PO /Drawings and customer CHP, till obtaining of MDCC.
- 2.9 Transportation of finished components up to sites and obtaining of acknowledgement from site.
- 2.10 The typical list of raw materials involved is provided in the GMS and Drawings for the information of vendors.
- 2.11 [Section XI](#) indicates the typical drawings for Special crating. The blast cleaning and paint shall be applied as detailed in QP No :7313:QPC:11 . Shot Blasting and Painting charges shall be included in the total rate quoted/MT. The shot blasting and painting shall be carried out only through BHEL approved vendors.
- 2.12 **The scope of work is further detailed in subsequent clauses.**

A. DETAILED SCOPE:

1. Detailed scope includes procurement of Raw materials and consumables required for manufacture, welding and Painting as stipulated in the drawings / QWIs / Welding procedures and stencilling as per clause 'D' referred below.

2. Conducting MPI/LPI, other NDT and heat treatment charges wherever called for in the Drawings/QWIs/ Quality Plans of Projects is in the scope of vendor.
3. The Ultrasonic Testing, Radiographic Testing and Stress Relieving are to be carried out by approved agency of BHEL. Approved agencies are as per [Section X](#). In case there is no approved agency near vendor's works, vendor has to locate suitable agency for RT, MPI, LPI, SR and UT and get them approved by BHEL before commencing the job. The Vendor shall have in house LPI, MPI facilities (equipment's and qualified personnel).
4. Only Class 1 measuring tapes shall be used, procured from M/s. Tajima, Hyderabad, which shall be calibrated at BHEL Lab or any NABL, approved Lab before use.
5. Handling equipment's for movement of finished goods.
6. Dispatches up to 3M in Length and Individual weight less than 30kgs should be packed in Crating and dispatch to Site. Crating rates shall be included in the total rates (wherever applicable as per GMS, Drawing details)
7. For Auto welding, WPS has to be established and a trial piece is to be welded and approved by BHEL before commencing production.
8. Handling equipment's for handling of raw materials/WIP and finished goods.
Providing the necessary facilities, gauges, instruments, etc. for carrying out the testing and inspection by customer/BHEL/BHEL nominated agency as per BHEL's QP/PO /Drawings and customer CQP, till obtaining of MDCC. GR posting will be done only on receipt of MDCC. Vendors shall have to coordinate with the concerned official for MDCC. GR posting is possible only after receipt of MDCC in Outsourcing BHEL for other than Trichy based vendors.
9. Transportation of finished components upto **NTPC RAMAGUNDAM, TELANGANA Project** Site and obtaining of acknowledgement from NTPC RAMAGUNDAM, TELANGANA project site.
10. The paints and blast cleaning shall be applied as per the painting scheme QP No :7313:QPC:11. The shot blasting and special painting shall be carried out by through BHEL approved shot blasting & paintings vendors, listed under [Section X](#).

B. RAW MATERIAL PROCUREMENT:

1. Raw materials are to be procured from the NTPC/BHEL approved sources as per BHEL TDC: 0:301 latest revision or respective material specification as indicated in the Section – VII. Raw materials can also be procured from other sources as per guidelines or from BRAMAS (An association of industry cluster of Trichy) as per the applicable procedure– CIP 653/01 (ref Section IX).
2. Raw materials and paints are to be procured with relevant TC and these have to be submitted/produced in original during inspection. Any test both destructive and non-destructive, if required, will have to be carried out by the vendors at their own cost. All such reports in original will have to be submitted during inspection. Vendors also shall verify the materials and TC to comply with the QP.
3. The system for storing and issuing materials shall be available with vendors for easy traceability.
4. Periodic audit of system of purchasing, storing and issue, etc. will have to be carried out by the vendors. BHEL will also audit the same.
5. For raw material substitutions requested by vendor, no cost escalation will be considered. Drawings/GMS will not be revised.

C. TRANSPORTATION and DELIVERY TERMS:

1. The quoted rates shall be on per MT basis including all the rate schedules, crating charges, ODC charges (as applicable) on "FOR destination basis" including the transportation on per MT basis for direct despatch to sites on anywhere to **NTPC RAMAGUNDAM, TELANGANA site**.

Vendor shall include the charges of Hydraulic Axles Vehicle while quoting the transportation wherever required.

2. All the consignments are envisaged for dispatch to project site **NTPC RAMAGUNDAM, TELANGANA directly** from vendor works.
3. The finished components are to be despatched as per the despatch instruction issued by BHEL from time to time.
4. Vendors have to arrange for despatch of the finished goods either in Trucks OR Trailer/Hydraulic axles for safe delivery through their transport carriers. Safe delivery of the goods to Project authorities is in the scope of the vendor. Any Deviation/ discrepancy of the materials received at site, if any shall have to be rectified or replaced by vendor. If the same is not replaced by the concerned vendor, the same will be rectified /replaced by BHEL and the cost incurred shall be recovered from the vendor's bills.
5. Loading of finished goods on Truck / Trailer including packing, lashing wherever required for safe transportation is in the scope of the vendor. Wherever Road Permits/Way Bills/E-Sugam are required for Inter State movement, the same will be made available by BHEL from their Customers based on the communication from the vendor in advance, after readiness of components.
6. Vendor has to furnish details of utilization of these Road Permits/Way Bills/E.sugam from time to time. Any further requirement of Road Permits can be given based on this statement only. Loss of road permit/non accountable road permit involves penalty of 1 lakh per road permit.
7. Transit insurance is in the scope of BHEL. Vendors have to communicate in writing to the insurance agency or BHEL as indicated in the Despatch Instruction. Vendor shall cooperate and provide all documents to claim the damage from the insurance company.
8. As soon as the despatches are made, vendors have to upload scanned copy of LR, DC, IR, MDCC and Tax Invoice in B2B system. Vendor has to arrange for site Acknowledgment of the finished goods in good condition after due verification.
9. Original site acknowledged LR copies along with original (both front and back side of LR with site acknowledgement) along with IR, DC, Tax invoice and system generated online invoice along with other annexures also to be furnished to BHEL for processing the invoice.
10. It is the responsibility of the vendor to get specific acknowledgement from site authorities for crating items in case the consignment was despatched in crating boxes. The original acknowledgment has to be submitted to BHEL along-with the Invoice.
11. Vendors should get their clarifications (wrt. Engg drawings, Material substitutions, quality procedural clarifications) resolved within 45 days from the receipt of Drawing / PO. Any delays in raising query will have to be accommodated by the vendor within the PO delivery date.

D. **PAINTING, STENCILING and CRATING:**

- The finished product shall be cleaned as per the approved Quality Plan (including blast cleaning as necessitated for the Project) and painted with primer and finish paint as per SIP: P: 22(Latest revision) or special paint as detailed in **Section IX** with paints procured from our approved paint manufacturers list vide **Section "VI"**. In case of Special Painting Jobs, processing shall be according to the Customer approved Painting Scheme.
- The Project name, Work Order No., Number off, DU Number, Weight, and Vendor Code number shall be legibly stencilled for identification and despatch as may be advised.
- After painting and stencilling, suitable crating should be made, according to the job size. Loose pieces should be sent only by crate of appropriate size which is in the scope of vendor (refer section XI).
- Identification of Structures shall be hand punched and stencilled. Vendor Code number alone shall be punched using letter punch and bordered suitably for identification. Machined surfaces and wherever

the contact surfaces for bolting are made shall be protected with rust preventive oil. Weldable areas are to be applied with weldable primer.

E. **PRICE BID QUOTATION POINTS TO BE NOTED :-**

Painting, crating and ODC rates are to be included along with basic fabrication rates wherever applicable. The applicability of these rates shall be verified in PO/ Drawings/GMS and **total rate shall be quoted all-inclusive** of cost for raw material, fabrication, blasting & painting, inspection, Special crating & ODC(wherever applicable), freight charges etc. on per MT basis.

1. Painting and Shot blasting
2. Special Crating Charges / MT
3. Length above 12.5 M upto 15M or width or height - ODC

ODC dimensions: Job dimensions of length above 12.5metrers or width/height above 2.5 meters are considered as ODC. The job dimensions in case of ODC consignment are to be indicated by vendors while committing IR.

F. **TAXES and DUTIES:**

- 1 Vendor should get themselves registered with Tax authorities as the case may be in the State where they are carrying out fabrication.
- 2 In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- 3 Duplicate copy of the Invoice meant for the transporter should accompany the material.

G. **INSPECTION:**

- 1 Inspection shall be by our Quality Control Department and / or by our customers and / or by an appointed agency or persons authorized by us. Vendor shall provide all facilities and equipment's, calibrated instruments and standard gauges required for inspection free of cost.
- 2 The works are deemed to have been completed and accepted, only after the inspector / Agency/Agencies accept/approve the Inspection Report (IR). IR has to be raised as per BHEL B2B format.
- 3 Nevertheless, inspection and acceptance of the component does not absolve the responsibility of the vendors against any manufacturing defects noticed later.
- 4 BHEL representative from unit or QC is authorised to carry out audits along with TPIA at Vendor's works before clearing the items for despatch wherever required.

H. **Submission and Evaluation of bids:**

Tender shall be submitted in Two-Part Bids via e-procurement system

(<https://bheleps.buyjunction.in>):-

1. **Techno-commercial bid (PART-I)**
2. **Price bid (PART-II)**

Techno commercial bid shall be opened first. On evaluation of Techno commercial bids, Reverse auction/price bid opening shall be done for the techno-commercially qualified vendors.

The rates (on per MT basis) shall be evaluated on “Landed cost to BHEL” basis for comparison of rates quoted by various vendors as per the following formula:

Landed cost = (Fabrication cost including material cost PER MT + Freight charges/MT+ Blasting and Painting Charges) + Crating charges + ODC rates (wherever applicable) +APPLICABLE TAXES (viz. GST –To be Taken as Input Tax Credit)

The offers will be evaluated on Direct Dispatch to Site (DTS) basis.

The vendors quoting the lowest rates as per the above formula will be the successful bidder.

I. Counter offer of L1 rate:

BHEL may negotiate the rate with the L1 bidder if the L1 rates are not acceptable to BHEL.

L1 rates shall be counter offered to other eligible vendors.

20 % of the highest bidders shall be removed from further process.

Highest Bidders (H1, H2.....) shall be eliminated from further Process as detailed below :- *(Incase more than one vendor have quoted same Highest Price(s) then all the Highest bidders will be removed.) –(0.5 & above shall be rounded off to 1 and below 0.5 shall be neglected)*

No. of responses	In case of price bid opening	In case of Reverse Auction
If No. of bids <= 10	10% of highest bidders will be eliminated	10% of highest bidders will be eliminated at end of online sealed bid only.
If No. of bids > 10	20% of highest bidders will be eliminated	10% of highest bidders will be eliminated at end of online sealed bid , other 10% at end of Reverse auction.

J. LOADING PATTERN:

Considering the quantum and delivery requirements, it is proposed to split Ordering among maximum of 2 vendors by counter offering L1 rates to other vendors on full PGMA basis for each unit of Telangana project. One-unit requirement i.e. 50 % of the total proposed quantum, ordering will be done on L1 vendor and balance 50% on the counter offer accepted vendor in the order of ranking.

3. QUALITY/TECHNICAL REQUIREMENTS:

- 4.1. Supply of the components should strictly conform to dimensions and tolerances indicated in the Drawings and Quality Plan if applicable. Vendors must ensure that dimensional deviations, if any, are recorded properly in the Dimension Record books and the same shall be made available to BHEL Officials or their authorized agencies. All the Quality records are to be uploaded in B2B portal. Any correction or revisions as advised by BHEL at post PO stages, shall be carried out by the vendor, based on the revised drawings or interim inspection from BHEL extra cost implications if any shall be informed to BHEL before carrying out the job.
- 4.2. Welding to be carried out by Qualified Welder and as per BHEL Approved Welding Procedure Specification. The welder qualification and welding procedure (as per relevant SIP) shall have to be done by QC / BHEL or by their authorized appointed agency. The cost of any approval on this account is in the scope of vendor.
- 4.3. Only the right kind of electrodes shall be used as called for in the Drawings.

- 4.4. Any other work to be carried out other than the requirements of Drawings / QWIs shall have the prior approval of BHEL.
- 4.5. Adequate facilities like welding equipment's, baking oven, handling facilities and measuring instruments duly calibrated as called for by us must be available. All the above equipment's must be under working condition and the same is to be made available for verification by BHEL Officials or their authorized agents.
- 4.6. The instruments / gauges are to be calibrated at BHEL Lab (chargeable basis as per applicable rates) or any NABL, approved Lab periodically as follows:
- Sl. No. Type Periodicity
 - Measuring Instruments / Gauges - One Year
 - Limit Gauges (E.g. Plug / Ring) - One Year
 - Temperature, Pressure Gauges - 6 Months
 - Measuring Steel Tapes – One Time
- 4.7. Calibration status shall be displayed at the sub contractor's Works in a conspicuous location. Calibration can be performed at any Government approved labs traceable to national standards.

4. PROGRESS REPORT:

- The vendor shall mail their completion plan and progress report from time to time as and when required by BHEL.
- The submission, receipt and acceptance of such reports shall not prejudice the rights of BHEL, under the tender nor shall operate as estoppels against BHEL, merely by reason of the fact that they have not taken notice of or objected to any information contained in such reports. Action as deemed fit would be taken if the progress of work is not satisfactory.

5. MSE PREFERENCE and DOCUMENTS:

MSE suppliers can avail the intended benefits only if they submit along with offer, attested photocopies of either (i) EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM –II) **OR** valid NSIC certificate or EM II certificate along with (ii) **CA certificate** (Format enclosed as per [Annexure 1](#) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other Non MSE bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

6. PAYMENT:

- 6.1. 90% of the invoiced value will be released through electronic mode by EFT / RTGS within 30 days from the date of acknowledgment of LR by site subject to submission of bills along with site acknowledgement and requisite documents in original within 15 days from site acknowledgement date. Vendors have to coordinate with the customer / site authorities for obtaining acknowledgement. In case of submission of bills is after 15 days from the site acknowledgement then 90% Payment shall make within 20 days from the bill registration date.
- 6.2. Balance 10% will be released after erection of components based on certification by TPI/BHEL or BHEL.
- 6.3. If the erection gets delayed beyond 2 months, for reasons attributable to BHEL, the balance 10% payment shall be released after two months of Site acknowledgement date.

- 6.4. In case of any mismatches observed during erection, the vendor shall have to rectify at their own cost.
- If the same is not replaced by the concerned vendor, the cost incurred shall be recovered from their bills.
- 6.5. Invoices should be submitted after completion of Purchase Order as per the agreed rate with applicable taxes and duties.
- 6.6. Tax invoices are to be generated for the despatches made and a copy of the Tax Invoice is to be enclosed.
- 6.7. The weights in Group Manufacturing Specification (GMS) will be the basis for requirement of the raw materials for fabrication. However, vendors have to correlate the drawings and GMS and take into consideration suitably a process allowance over and above this, for procurement of raw materials. For the purpose of billing as well as transport, the weight of GMS shall be the basis. Changes in the weight due to material substitution will be carried out by temporary DCN and GMS / PO will not be revised on account of this. However, weight changes due to design change shall be compensated by PO amendment, based on vendor request.
- 6.8. Billing shall be made for complete PO Sl. No. (i.e. one Complete DU), and Bills for partial despatches of PO Sl. No. (DU) will not be entertained.
- 6.9. Vendor should insure that the following documents should be submitted for bill processing to avoid any delay in processing of payment.

Site Despatch

- Original IRs – with relevant painting/SB remarks and ODC details (if applicable) - duly signed by BHEL QC inspector and vendor with seal
 - Original DCs
 - Tax Invoice – Original for buyer
 - Original LR with BHEL-Piping centre, Chennai as Consignee
 - LR copy with OS/PVM expediting endorsement – endorsement date should be before Site acknowledged date
 - Copy of Tax Invoice
- 6.10. Tax invoices are to be generated for the despatches made and a copy of the Tax Invoice is to be enclosed with the invoice. Payment shall be made on per MT basis of Purchase order value (all inclusive of FOR Destination rate). Applicable taxes and duties shall be paid extra.
- 6.11. The concessions/ subsidies as applicable to MSE vendors as per Govt. guidelines subject shall be Extended to eligible MSE vendors subject to documentary proof, that they are a valid MSE vendor as mentioned in the above Clause 6.0.

7. PERFORMANCE BANK GUARANTEE:

- 7.1. The successful bidders have to submit the Bank Guarantee, which has to be stamped in accordance with stamp act.
- 7.2. Purchase Order will be released only after receipt of PBG.
- 7.3. The vendor shall warrant that the supplied products comply fully with the drawings and other technical requirements for a warranty period of 18 Months, from the site acknowledgement date of last dispatch. If the supplies are found defective owing to faulty raw material / workmanship / incomplete work, within a period of eighteen months from the date of despatch, the vendor shall make good of it / replace the same free of cost.

- 7.4. In case if the vendor does not rectify in time, and if any re-work carried out by our Site on products supplied, the cost of the re-work will be deducted from any of the amount due to vendors, wherever necessary, replacement charges will be recovered.
- 7.5. To cover such eventualities, the vendor shall furnish Performance Bank Guarantee (PBG).
All vendor for whom PO loading is done shall submit the Bank Guarantee FOR RS. 5 LAKHS.

7.6. Validity of BG: From [the date of submission of BG] till [Site acknowledgement date of last dispatch + 18 months (warranty period)] + 60 days (Claim period)

8. **LIQUIDATED DAMAGES / PENALTY and RISK PURCHASE:**

- 8.1. Timely delivery is the essence of the tender.
- 8.2. The finished goods should be delivered within 4 months from the date of placement of PO. However, for specific requirements, the delivery date to be indicated in the Purchase Order shall be applicable.
- 8.3. Delivery Extensions shall not be entertained for normal cases unless there are delays which have justifiable reasons attributable to BHEL.
- 8.4. In respect of invoices received without any request for delivery extension and or without proper justification, LD will be automatically deducted.
- 8.5. In such cases where the reasons for delay (before PO delivery date) are attributable to BHEL, the vendors are expected to send a request for delivery extension (within PO delivery date) along with supporting documents and justification, indicating the number of days/ date till which extension is required. (Beyond this date, extension shall not be made).
- 8.6. Delivery extension if any, should be obtained before Invoice creation in B2B. Once bill has been submitted and posted, deferred payment amount (max 10% of PO value) will be withheld until full PO completion and delivery extension completion. Set aside amount after LD deduction will be released after submission of supplementary invoice for the same.
- 8.7. If staggered delivery is indicated in the PO, LD will be levied on the undelivered portion. Liquidated damages at the rate of 0.5% of the undelivered portion value of the Purchase order for each week or part thereof will be levied subject to a maximum of 10% of total PO Value without prejudice to any other relief or compensation to BHEL, under any other condition and applicable laws.
- 8.8. For cases staggered delivery is not applicable, Where the vendor supplies the finished goods beyond the specified delivery period, liquidated damages at the rate of 0.5% of the total value of the Purchase order for each week or part thereof will be levied subject to a maximum of 10% without prejudice to any other relief or compensation to BHEL, under any other condition of the tender and applicable laws.
- 8.9. In case of any revision/ amendment of PO, the LD shall be linked to the amended/revised PO value.
- 8.10. The defaulted vendor shall be liable for any loss, which BHEL may sustain by reason of such risk purchases in addition to liquidated damages as mentioned above.

9. Action and Compensation in case of Bad Workmanship:

- 9.1. If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the fabricator shall on demand in writing from BHEL specifying the work, materials/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require, at their own cost and in the event of his failure to do so within reasonable period, BHEL will rectify or remove and re-execute the work at the risk and expense of the vendor.
- 9.2. BHEL will have general supervision and direction over the work. BHEL has the authority to stop the work, whenever such stoppage may be necessary to ensure the proper execution of the Purchase order.
- 9.3. BHEL shall also have the authority to reject all the work, which does not conform to the specification, to direct the application of forces to any portion of the work as, in their judgement is required, and order the force increased or diminished and to decide on matters which arise in the execution of the work.
- 9.4. BHEL reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the fabricator may appeal to BHEL whose decision shall be final and binding.

10. SUBLETTING:

The vendor shall not sublet or assign this work or any part thereof without the prior written permission of BHEL. In the event of the vendor subletting or assigning this work or any part thereof without such permission, BHEL shall be entitled to cancel the Order and execute the same elsewhere at the risk and cost of the vendor and the vendor shall be liable for any loss or damage which BHEL may sustain in consequence of such event. Further BHEL has the right to cancel the PO's placed on such vendor/s and suspend the business dealings with such vendor/s as per the policy of BHEL. The vendors who are falling under highest bidder category shall not be considered.

11. CONFIDENTIALITY OBLIGATION:

- All the documents of BHEL (inclusive of Drawings, GMS and Standards) made available to the vendor 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 should be returned to BHEL after completion of the work ordered and also as and when BHEL demands.
- The above **CONFIDENTIALITY** CLAUSE is binding on the employees of the vendors also. Any contravention will be viewed very seriously and may include cancelling the Purchase order or legal action on the vendor.

12. B2B COMMUNICATION:

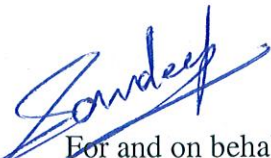
BHEL will establish communication with our Vendors through **B2B**. Most of the mass communications are sent through B2B and hence vendors are advised to access our web regularly. Vendors are required to have Internet connectivity for this. Following are the tips to use the B2B communication:

- i. Access Internet through Internet Explorer. ii. <http://www.bheltry.co.in>
- iii. Click: Vendor information system. iv. Type Vendor code in user –id (Ex. 18227) and Password.
- v. Following details specific to the Vendor code can be accessed.

Vendors are required to access our web site on a regular basis. Before commencing the job, latest GMS, Quality Plan applicable to the project or PO is to be ascertained, through the B2B portal. All the Quality records are to be uploaded in B2B portal.

13. OTHER CONDITIONS:

- 13.1. Partnership firms should have the latest Form-A (Rule 5) Declaration issued by Registrar of Firms and the copy of the same should be produced at the time of submission of the tender.
- 13.2. BHEL, PC never enters in to any agreement or never gives any undertaking or Power of Attorney to any Bank/s in relation to the Bill discounting facilities availed/ to be availed by its various vendors. BHEL, PC has no obligation what so ever, directly or indirectly, to any Bank/s in relation to the Bills received by BHEL, Chennai excepting payment of the same as authorised by the vendors, subject to the conditions for honouring the Bills provided and BHEL does not recognise any charge on the proceeds of the Bill. If any Bank initiates any legal action against fabricator/s in relation such facilities and includes BHEL a party in the said dispute, all legal expenses, cost and any other losses thereof shall be recovered from the concerned vendors.
- 13.3. In case any vendor doesn't submit BG within specified period or extend the BG before expiry of BG validity, the vendor will not be considered for loading.
- 13.4. All the Statutory Obligations such as ESI, PF, Labour Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid with notice to the vendor and recovered from any pending / future bills. 16.7 All Safety Precautions and use of Safety Equipment's are to be followed while carrying out the fabrication and Despatch of the same. The vendor must have proper tools and handling equipment's. There should always be a responsible person available to oversee the operation and compliance of safety regulation etc. If any non-compliance with respect to proper safety conditions/requirements, BHEL may withhold visit/inspection, instruct stoppage of work till such time the desired safety requirements/conditions are met with.
- 16.8 Vendors are required to equip themselves with communication facilities like Telephone, internet and e-mail, etc. BHEL will have the right not to consider those vendors who do not equip themselves with these facilities.
- 16.9 The vendor shall be responsible for mismatch of components if any noticed at site during erection. Any rework shall be carried out by vendor at their cost and risk including transport, if necessary.
- 16.10 All clarifications pertaining to techno-commercial conditions of the tender shall be sought before submitting the price bid. After issuance of PO, no claim for increase in rates will be entertained by BHEL.


For and on behalf of
Bharat Heavy Electricals Limited
SANDEEP
Sr. Product Engineer / Outsourcing
BHEL / Piping Centre,
T.Nagar, Chennai - 600 017.