



INVITATION TO TENDER

Ref: OS/21-22/2438/Weld Overlay/22/029

Date: 22.01.2022

Sub: Inside Weld Overlay (SS 317 L & SS 347) of 90° Standard Elbows for Pressure Vessels against S.O. No. 2438 at Vendor works

Dear Sir,

Sealed tenders are invited for the subject work in **two-part bid** system from ASME U-stamp certified Vendors who are experienced in execution of similar jobs subject to the following eligibility criteria.

ELIGIBILITY CRITERIA:

- (1) Bidders should have an experience in execution of similar works of Weld Overlay for a minimum of one project as on 31st Dec'2021. Bidders shall have to enclose Work Order and Work Completion Certificate in support of the same.
- (2) Bidders shall also have to enclose the documents of Registration of Firm/ Factory License/ Certificate of Incorporation, PAN, GSTIN, Udyam Registration (if registered with MSME) and ASME U Stamp certificate.
- (3) The works executed in own name of the individual / firm of the tenderer will only be considered for eligibility criteria.

1. LOCATION OF WORK SPOT:

- 1.1** The subject job is to be carried out at Vendor's works.

2. VENDOR's SCOPE OF WORK:

- 2.1** The total quantity of Elbows for which Inside Weld Overlay to be carried out is **8 Nos.** The details of Elbows are given in Annexure- II.
- 2.2 Inside Weld Overlay (SS 317 L & SS 347) of 90° Standard Elbows for Pressure Vessels against S.O. No. 2438** as per approved drawings, QAP, WPS, PQR, Approved Procedures, Specifications & Standards, etc., and it includes the following activities but not limited to the same:
 - (1) Bidder must have ASME U Stamp Certification and the same shall be submitted along with the Techno-commercial bid.
 - (2) Qualified WPS, PQR along with all supporting Documents and QAP shall be provided to Vendor by HPVP (or) necessary approvals of the documents submitted by Vendor before starting of Weld overlay activity.
 - (3) The specification of Weld overlay shall be as specified at Annexure-II.
 - (4) Loading & Unloading of Elbows at Vendor's works. **Transportation of free issue Elbows from HPVP-Visakhapatnam to Vendor's works shall be in the scope of HPVP.**
 - (5) Weld Overlay shall be carried out on ID of the Elbow. Weld Overlay thickness shall be as specified in Annexure-II with Tolerance of +1.0 mm/-0.0 mm.
 - (6) All Welding consumables are in the scope of the vendor. Welding consumables shall be procured with BS EN 10204 Type 3.1 certification.
 - (6.1) The consumables for **SS 317 L** Weld overlay shall be as follows:
 - a) Root Layer: Er 309LMo & b) Final Layer: Er 317L

- (6.2) The consumables for **SS 347** Weld overlay shall be as follows:
- a) Root Layer: Er 309L & b) Final Layer: Er 347L
- (7) Welding process shall be GTAW on machine
 - (8) Weld overlay surface shall be left in as welded condition.
 - (9) Dye penetrant test of final layer shall be carried out.
 - (10) PMI shall be carried out on finished weld overlay surface.
 - (11) Chemical analysis on weld overlay surface.
 - (12) Weld overlay Thickness shall be checked after final layer.
 - (13) Final visual and dimensional check shall be carried out.
 - (14) All external surfaces shall be coated with rust preventive to protect against the risk of corrosion during transportation.
 - (15) Elbow open ends shall be protected with plastic caps to prevent from moisture contamination.
 - (16) Transportation of Elbows after Weld overlay from Vendor's works to HPVP-Visakhapatnam is in the scope of Vendor.
 - (17) Third party inspection shall be arranged by HPVP. Vendor shall offer the Finished items for inspection at their works.
 - (18) Though not mentioned specifically, any activity which is required for completion of the work is deemed to be included in the scope of work of Vendor.

3. BHEL SCOPE:

3.1 BHEL – HPVP shall provide the following as free issue:

- (1) Qualified WPS, PQR along with all supporting Documents and QAP shall be provided to Vendor by HPVP (or) necessary approvals of the documents submitted by Vendor before starting of Weld overlay activity.
- (2) Raw materials i.e., 90° Standard Elbows.
- (3) Transportation of free issue Elbows from HPVP-Visakhapatnam to Vendor's works
- (4) Third party inspection shall be arranged by HPVP for inspection of Finished items at Vendor's works.

4. INSPECTION:

- 4.1 Inspection shall be carried out by M/s. BHEL – HPVP / BHEL Authorized Inspection Agency (TPIA) at Vendor's works. Vendor shall have to offer for Final inspection and obtain necessary final clearances before proceeding for further operations.
- 4.2 Vendor shall be solely responsible for preparation and submission of all Inspection Reports & documents duly certified by Inspection Authority and soft copy & hard copy of total documentation shall be submitted to BHEL.

5. DELIVERY:

- 5.1 Finished items shall be delivered within **6 weeks** from the date of receipt of free issue Elbows at Vendor's works.

Note: In case the delivery period offered by the vendor is more than the tender delivery, Price quoted by the bidder shall be loaded for additional period @1/2 % per week or part thereof for the purpose of evaluation of Bidder Status.

6. PRICE:

- 6.1 The price shall be quoted as per the Schedule of Rates enclosed at Annexure – I for the detailed scope of work of each item and the quoted price shall be inclusive of all applicable taxes & duties except GST.
- 6.2 The prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.

6.3 GST shall be reimbursable to the vendor as per applicable guidelines.

6.4 Income tax will be deducted at applicable rates from RA & Final bills.

7. GOODS & SERVICES TAX (GST):

Bidders shall make a note of the following points of GST before submission of their offer:

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

8. RISK PURCHASE:

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

9. VALIDITY OF OFFER:

The offer shall be valid for a period of **3 months** from the date of opening of price bids.

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

11. GENERAL:

- 11.1 The bidders shall study the Tender documents, Drawings, Quality Documents and all other relevant documents in detail for understanding the scope of work and the processes involved before submission of offer. Bidders shall get clarifications, if any, from concerned officials on the scope of work, clarifications related to welding or any other details of the tender document, over phone between 09:00 AM and 04:00 PM on any working day or through e-mail.
- 11.2 Drawings, QAP, Clarifications related to Welding, other reference documents etc., shall be sent to the bidder's e-mail address upon their written/e-mail request.
- 11.3 **Conditional / Partial Price Bids** and any other deviations to the tender terms & conditions are not acceptable and BHEL reserves the right to reject such offers without further correspondence. Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry in the Techno-commercial Bids and any deviations mentioned in the Price Bids shall not be considered.
- 11.4 BHEL reserves the right to modify or cancel the tender enquiry at any stage without assigning any reasons thereof.
- 11.5 The general terms & conditions, if any contradicting with the specific terms & conditions given in the tender, then specific terms & conditions shall only be considered.

12. The following documents shall form part of the tender enquiry:

- a) Schedule of Rates : Annexure – I
- b) Details of Weld overlay of Elbows : Annexure – II
- c) General Terms & Conditions : Annexure – III
- d) Acceptance to tender terms & conditions : Annexure – IV
- e) GST Compliance for Indigenous Suppliers : Annexure – GST

13. TENDER SUBMISSION (through E – Mail only):

13.1 Techno-commercial bids along with the tender document duly signed & stamped by the bidder on all pages and a covering letter on Company's Letter Head addressed to DGM (Outsourcing), BHEL –HPVP, Visakhapatnam shall be sent through an e-mail to the e-mail ID technicalbid-hpvp@bhel.in

13.2 Price bid (Annexure-I) shall be sent separately through e-mail to another e-mail ID pricebid-hpvp@bhel.in

13.3 Offers completed in all respects along with all the supporting documents shall be sent to the above e-mails only latest by **14.00 Hrs. on 01.02.2022** duly mentioning the Name of Work, Tender Ref. No. & Date and Technical Bid / Price Bid in the subject of the e-mail.

Note: Do not mark CC and BCC while submitting your offer as the system is designed to reject such mails having more than one recipient. Max. file size of the attachment shall be 20 MB only. In case the file size is more, bidder can submit their offer through multiple mails within the due date and time.

Bidders shall ensure correctness of the e-mail addresses while submitting their offer. There shall be no other e-mail address at the receiving end while submission of the above bids otherwise the system will reject such mails. Bidder shall be solely responsible for non-receiving of such mails at the above mentioned e-mail addresses and no communication in this regard will be entertained

13.4 TENDERS RECEIVED AFTER THE DUE DATE & TIME ARE NOT ACCEPTABLE.

13.5 OFFERS SENT IN ANY OTHER FORM WILL BE TREATED AS INVALID AND WILL BE SUMMARILY REJECTED.

14. TENDER OPENING:

14.1 Techno-commercial Bids will be opened at **14.00 Hrs. on 01.02.2022**. The bidders may depute their representatives at the time of opening of Technical bids.

14.2 After evaluation of the Techno-commercial Bids, intimation regarding date & time for opening of sealed price bids shall be given to all the techno-commercially qualified bidders through an e-mail in advance at an appropriate time.

For Bharat Heavy Electricals Limited,

D. N. MURTHY
Dy. Manager (OS)
Bharat Heavy Electricals Ltd.
HPVP, Visakhapatnam-530 012

SCHEDULE OF RATES

Ref: OS/21-22/2438/Weld Overlay/22/029

Date: 22.01.2022

Sub: Inside Weld Overlay (SS 317 L & SS 347) of 90° Standard Elbows for Pressure Vessels against S.O. No. 2438 at Vendor works

Sl. No.	S.O. No.	Description of Work	Unit	Qty.	Unit Rate (in ₹)	Total Amount (in ₹)
		Inside Weld Overlay (SS 317 L & SS 347) of 90° Standard Elbows for Pressure Vessels against S.O. No. 2438 at Vendor's works as per approved QAP, WPS, PQR, Approved Procedures, Specifications & Standards, etc. as per detailed scope of work mentioned in the tender document. (All Welding Consumables are in Vendor's scope)				
1	2438	Inside Weld Overlay (SS 317 L & SS 347) of 90° Elbows	No.	8		
Total Amount in Words :						

Notes :

- 1) **L1 Status** will be evaluated based on the total quoted value.
- 2) The quantity and weights indicated above are approximate and may slightly vary on both sides subject to revision or addition or deletion of drawings. However, payment shall be made for the actual weights as per the applicable drawings / BOM.
- 3) The prices shall be fixed & firm without any escalation during the entire period of contract and till completion of work.
- 4) The quoted price shall be inclusive of all applicable taxes & duties except GST and Income tax will be deducted from Vendor's bills at applicable rates. However, GST shall be reimbursed by BHEL as per applicable guidelines on submission of proof of GST payment.
- 5) The bidders are advised to go through all the drawings & documents before quoting the tender.
- 6) The evaluation currency for this tender shall be **INR**.
- 7) Tenderer should quote the amount in figures & words. It may be noted that corrections, overwriting etc. are not allowed. If there is a discrepancy between amount in figures & words, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. If there is an error in the total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly. In case of any mismatch between rate and amount in figures, rate in figures shall be taken into consideration for further evaluation and processing.

Signature of the Bidder with Stamp

Ref: OS/21-22/2438/Weld Overlay/22/029

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DETAILS OF WELD OVERLAY OF 90° ELBOWS

Sub : Inside Weld Overlay (SS 317 L & SS 347) of 90° Standard Elbows for Pressure Vessels against S.O. No. 2438 at Vendor works

SL No.	S.O. No.	PGMA No.	Item Description	MOC	QTY. (No.)
1	2438	PV-010	90° LR ELBOW 14" NB x SCH.80	SA 234 GR WPB + 5 MM THK SS 317L WELD OVERLAY	1
2		PV-020	90° LR ELBOW 18" NB x SCH.80	SA 234 GR WPB + 5 MM THK SS 317L WELD OVERLAY	1
3		PV-030	90° LR ELBOW 10" NB x SCH.80	SA 234 GR WPB + 6 MM THK SS 347 WELD OVERLAY	1
4		PV-060	90° LR ELBOW 14" NB x SCH.80	SA 234 GR WPB + 4.5 MM THK SS 317L WELD OVERLAY	1
5		PV-080	90° LR ELBOW 10" NB x SCH.80	SA 234 GR WPB + 4.5 MM THK SS 347 WELD OVERLAY	1
6		PV-090	90° LR ELBOW 12" NB x SCH.80	SA 234 GR WPB + 4.5 MM THK SS 347 WELD OVERLAY	1
7		PV-110	90° LR ELBOW 6" NB x SCH.XS	SA 105 + 4.5 MM THK SS 347 WELD OVERLAY	1
8		PV-210	90° LR ELBOW 10" NB x SCH.120	SA 234 GR WPB + 4.5 MM THK SS 317L WELD OVERLAY	1
			TOTAL		8

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

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

2. PARTY'S SCOPE:

The scope of the party shall be as follows: -

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

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

3. REVISION OF DRAWINGS:

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

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

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

6. RECTIFICATIONS / REJECTIONS:

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

7. SECURITY DEPOSIT:

Vendors shall have to submit a Bank Guarantee for **25%** of the material cost towards Security Deposit and safe custody of free issue materials within 15 days from the date of intimation by Outsourcing dept. The BG shall be valid for the entire contract period with a claim period of 12 months. This Bank Guarantee shall be released to the contractor after completion of work and on acceptance of the same by BHEL.

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

8. PERFORMANCE BANK GUARANTEE:

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

9. RAW MATERIALS ISSUE:

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

10. TRANSFER / RETURN OF LEFT OVER MATERIALS:

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

11. MATERIAL RECONCILIATION:

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

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

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

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

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

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

12. SCRAP & OFF-CUT NORMS:

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

13. INSPECTION:

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

14. WORKMANSHIP GUARANTEE:

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

15. WORK PROGRESS:

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

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

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

16. DELIVERY:

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

17. PENALTY:

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

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

18. PAYMENT TERMS:

Payment shall be made against RA Bills within 45 days from the date of submission of Bill.

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

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

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

19. SECRECY:

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

20. SUB-LETTING:

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

21. FACTORY RULES AND REGULATIONS:

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

22. SAFETY:

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

23. HOUSE KEEPING:

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

24. ACCIDENT / DAMAGE / CONDUCT ETC.:

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

25. TERMINATION OF CONTRACT:

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

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

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

26. DISPUTES:

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

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

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

- 28.** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

Signature of the Bidder with Stamp

Acceptance to Tender Terms & Conditions

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

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

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

Signature of the Bidder with Stamp

GST COMPLIANCE FOR INDIGENOUS SUPPLIERS

1. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GSTIN which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTIN in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment where ever applicable. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
9. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
10. That in case vendor delays Declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.

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

Signature of the Bidder with Stamp