



**BHARAT HEAVY ELECTRICALS LIMITED,  
TIRUCHIRAPPALLI 620 014  
OUTSOURCING DEPARTMENT**

**INSTRUCTION TO VENDOR FOR SUBMISSION OF OFFER**  
**FOR E-NIT: 2022OVM016**

- E-NIT: 2022OVM016** is for **Fabrication and supply of WELDED BOX, DUCTS AND GENERAL FABRICATION ITEMS INVOLVING C276 AND CLADDED PLATE MATERIALS FOR FGD SIPAT (NTPC) PROJECT with Vendor's material.**
- This NIT is a **two-part** bid **E-NIT**.
  - Part I** (Techno - Commercial bid)
  - Part II** (Price bid)
- Vendor shall ensure all the documents are uploaded in **E-Procurement System (EPS)** as per instructions given below: (EPS Website: <https://eprocurebhel.co.in/nicgep/app>)

Sl. No.	Type	DESCRIPTION	REMARKS
<b>Part I (Techno - Commercial bid)</b>			
1	<b>Mandatory</b> Fill and upload	Pre-Qualification Requirements (PQR)	Firm shall duly fill and upload the Pre-Qualification Requirement (PQR) as given in <b>Annexure A</b> [Pre-Qualification Requirement for Fabrication of Structures & Ducts involving C276 & Titanium Cladded Material]. Authorized signatory shall sign the document and company seal shall be affixed.  In case Firm is not approved for Blast Cleaning & Painting by OS/BHEL/Trichy <b>or</b> Firm is not able to show earlier executed POs for Blast Cleaning & Painting <b>or</b> Firm is not able to show valid agreement for facility tie-up with BHEL approved source as given in Section V for Blast Cleaning & painting then Firm shall duly fill and upload <b>Annexure A1</b> [Facility Check List for Blast Cleaning & Painting]  In case Firm shall be procuring <u>C276 Plates &amp; Sheets</u> or <u>C276 Cladded Plates</u> or <u>Ti Cladded Plates</u> raw materials from other than BHEL's approved sources as given in Section V of NIT then Firm shall duly fill and upload <b>Annexure A2 &amp; Annexure A3.</b>
2	<b>Mandatory</b> Fill and upload	Financial Soundness	Firm shall fill and upload the details for Financial Soundness as in <b>Annexure B</b> . Authorized signatory shall sign the document and company seal shall be affixed. Firm shall scan the document and upload the same in EPS.
3	<b>Mandatory</b> Fill and upload	Section IX - <b>Integrity Pact (IP)</b>	Firm shall download the IP, fill in necessary details. Authorized signatory shall sign the document and company seal shall be affixed on all pages of Integrity Pact. Firm shall then upload the dully filled document in EPS.
4	<b>Mandatory</b> Fill and upload	Section XI- <b>Non-Disclosure Agreement (NDA)</b>	Firm shall Print the document, fill in necessary details (Name, Company, Place, Date, Month, Year). Authorized signatory shall sign the document and company seal shall be affixed. Firm shall then upload the dully filled document in EPS.
5	<b>Mandatory</b> Fill and upload	Section XII- <b>GST details</b>	Firm shall Print the document, fill in necessary details like Vendor name, Vendor code (If registered with BHEL, Trichy), GST No., GST % etc. Authorized signatory shall sign the document and company seal shall be affixed. Firm shall then upload the dully filled document in EPS.
6	<b>Mandatory</b> Fill and upload	Section XIII - <b>Declaration by bidder</b>	Firm shall print the document on their company's letter head, fill in necessary details (Name, Company, etc.,). Authorized signatory shall sign the document and company seal shall be affixed. Firm shall then upload the dully filled document in EPS.
7	<b>Mandatory</b> Fill and upload	Local Content Certificate as defined in Public Procurement (Preference to Make in India), Order 2017	Vendor to submit percentage of local content certificate issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant during submission of its offer.

8	<b>Mandatory</b> Fill and upload	<b>MSE certificate</b>	Firm to upload <b>UDYAM REGISTRATION CERTIFICATE (URC)</b> for MSE certificate in EPS. CA certificate for declaring a Firm as MSE is NOT required.  In case a Firm is NON-MSE then Firm shall declare in their company's letter head that they are NON MSE and upload the same in EPS.
<b>Part II (Price bid)</b>			
1	<b>Mandatory</b> Fill and upload	Price Bid	Firm shall download the Price bid format (an excel sheet) from EPS. In the excel sheet, <ul style="list-style-type: none"> <li>• Fill in their Vendor code (if registered with BHEL) and Vendor name in the space provided.</li> <li>• Fill in the Rate in <b>Rs. per UoM</b> in the appropriate space given.</li> <li>• Validate the Excel sheet.</li> <li>• Save the Excel sheet.</li> <li>• The Excel sheet shall be uploaded in EPS. After uploading, Firm has to digitally sign the document using the option available in EPS.</li> </ul> Firm not willing to quote for any particular rate schedule are advised to leave the space blank for that particular rate schedule in the price bid.

4. In case of non-submission of above documents in requisite manner, offer submitted by Vendor shall be rejected.
5. Conditional offers, offers which are incomplete or defective and offers not in accordance with the Tender conditions shall be rejected.
6. As this tender enquiry is an **E-Tender** enquiry hence offer shall only be submitted in EPS only. No other mode of offer submission shall be entertained.
7. **Pre-qualification Requirement (PQR)** to ascertain the facility of the participating bidder is given in **Annexure A**. Same may be verified by BHEL during visit to the Vendor's works.
8. To check the Financial strength of the participating Vendor, following documents have to be submitted (as detailed in **Annexure B**):
  - Copy of Factory Incorporation Certificate.
  - Audited copies of annual reports (Balance Sheet and P&L account with CA membership number) for the last three years or from date of incorporation, whichever is earlier.
  - Latest IT Return copies for the last 3 years or from date of incorporation, whichever is earlier.
  - Solvency Certificate from Bank (with Banker's seal and Authorized signature with Name and contact details) shall be submitted along with their offer for Credit Limit for **a minimum value as given below**:
    - If a Vendor submits their offer for **RS01** then Solvency Certificate for Credit Limit for **a minimum value of Rs. 20 Crores** shall be submitted.
    - If a Vendor submits their offer for either one or both Rate Schedules among **RS02 & RS07** then Solvency Certificate for Credit Limit for **a minimum value of Rs. 10 Crores** shall be submitted.
    - If a Vendor submits their offer for either one or both Rate Schedules among **RS03 & RS04** then Solvency Certificate for Credit Limit for **a minimum value of Rs. 5 Crores** shall be submitted.
    - If a Vendor submits their offer for either one or both Rate Schedules among **RS05 & RS06** then Solvency Certificate for Credit Limit for **a minimum value of Rs. 2 Crores** shall be submitted.
  - If a Vendor submits their offer for only one Rate Schedule, then solvency certificate required for that particular RS shall be submitted by Vendor.
  - If a Vendor submits their offer for more than one Rate Schedule, then solvency certificate for higher value shall be submitted.

**For Example:** If a Vendor submits their offer for RS01 (solvency certificate requirement - Rs. 20 Crores) & RS06 (solvency certificate requirement - Rs. 2 Crores), then a solvency certificate of minimum Rs. 20 Crores shall be submitted by Vendor.

- The Certificate submitted along with their offer should be within **3 months** from the date of Part I Opening of this tender.
- List of Consortium Banks from whom participating Vendors can obtain the required certificate is given as per **Section VIII**.

**Note:** For a new Firm which is unable to submit Balance Sheet and IT Return copies, Solvency certificate issued by bank for a value as given above and Copy of Factory Incorporation Certificate is to be submitted.

9. Any new Vendor (not registered with Outsourcing department of BHEL/Trichy) meeting Qualification criteria is also eligible to participate in this tender enquiry.
10. The Techno Commercial bids shall be opened as specified in the EPS portal. Opening of price bids shall be done through EPS only for technically qualified Vendor.
11. Only those Firms who have submitted the offer as per BHEL's tender conditions and submission of completely filled documents, shall be considered for evaluation and further processing.
12. Clarification required from Vendor by BHEL, if any, shall be furnished by Vendor within the time specified and delayed responses beyond the stipulated time lines are liable to be rejected. Vendor failing to submit the requisite documents will not be considered for Price bid opening (Part 2 opening.)
13. Offer with deviation shall be rejected.
14. Offer not submitted in the required format or incomplete bids are liable to be rejected.
15. Offers of Vendor which are not Techno-Commercially/Part-1 qualified will be rejected and the same will be communicated to those Vendor with reasons.
16. To enable Vendor for submission of error-free offer, the following checklist has been provided. Vendor may refer the same before submission of offer.

Sl. No.	CHECKLIST FOR SUBMISSION OF OFFER BY VENDOR
1	Read and understand scope of work.
2	Refer drawings, quality documents and painting scheme before quoting price.
3	Note the Unit of Measurement (UOM) in this tender for each item. Care to be taken before quoting price.
4	Note the offer validity and contract validity.
5	Note the Delivery period.
6	Note the Distribution of load and conditions for counter offering (if applicable) as given in tender.
7	Note the conditions w.r.to BG requirement before submission of offer.
8	Note that the price shall be finalized through RA.
9	Declare % of local content (Make in India) along with offer, if applicable.
10	Read and understand the GST clause.
11	Read and understand LD, Risk Purchase Clause.
12	Note the applicability of extras for each RS.
13	Note the Payment terms and other terms & conditions as given in all sections of this NIT.
14	Read and Understand the BHEL Guidelines for Suspension of business dealings with suppliers/contractors (available at <a href="http://www.bhel.com">www.bhel.com</a> ) fully.
<b>Note:</b>	
1	The above checklist is only indicative and not exhaustive.
2	Terms & conditions given in the NIT shall be final and binding on the subcontractors.

<b>Sl. No.</b>	<b>CHECKLIST FOR SUBMISSION OF OFFER BY VENDOR</b>
3	Subcontractor is strictly advised to read and understand terms & conditions given in all the sections of the NIT before submission of offer.
4	Any changes to offer after bid opening will NOT be entertained.

**For any clarifications, kindly contact:**

Dy. Manager / Contracts / OS

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**BHARAT HEAVY ELECTRICALS LIMITED**

**TIRUCHIRAPPALLI**



**OUTSOURCING**

**OUTSOURCING WITH VENDOR MATERIAL (OVM)**

**NIT: 2022OVM016**

TENDER ENQUIRY FOR ENTERING INTO CONTRACT FOR **FABRICATION AND SUPPLY OF WELDED BOX, DUCTS AND GENERAL FABRICATION (GF) ITEMS INVOLVING C276 AND CLADDED PLATE MATERIALS FOR FGD SIPAT (NTPC) PROJECT** WITH **VENDOR'S MATERIALS**, AS PER BHEL'S ENGINEERING DRAWINGS, QUALITY WORK INSTRUCTIONS (QWIs) AND TECHNICAL SPECIFICATION AND TRANSPORTATION OF FINISHED GOODS TO RESPECTIVE PROJECT SITES.



## **LIST OF SECTIONS**

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0	Instructions to Vendor for Submission of Offer
1	Section I: Techno-Commercial Terms and Conditions of NIT
2	Section II: List of Rate Schedules (RSs) and Quantity <ul style="list-style-type: none"><li>• Section II-A Rate Schedule-wise Drawing list</li><li>• Section II-B Rate Schedule-wise Bill of Material (BOM)</li></ul>
3	Section III: List of Pre-fixed Extra Rate Schedules
4	Section IV: General Terms and Conditions of NIT
5	Section V: Approved supplier list (Materials, Consumables, NDT, Heat Treatment, Blast/abrasive cleaning & Paint)
6	Section VI: Quality Documents & Technical Delivery Condition (TDC) <ul style="list-style-type: none"><li>• Section VI A-Special Instructions</li></ul>
7	Section VII: Performance Bank Guarantee (PBG) format
8	Section VIII: List of Consortium Banks
9	Section IX: Integrity Pact (IP)
10	Section X: Rate Schedule wise Load Distribution
11	Section XI: Non-Disclosure Agreement (NDA)
12	Section XII: GST Details
13	Section XIII: Declaration by Vendor
14	Annexure A - PRE-QUALIFICATION REQUIREMENT (PQR)-Technical <ul style="list-style-type: none"><li>• Annexure A1- Blast Cleaning and Painting (PQR)</li><li>• Annexure A2- Details of Raw Material Suppliers for Special Grade Material</li><li>• Annexure A3- Raw Material Suppliers for Special Grade Material (PQR)</li></ul>
15	Annexure B - Financial Soundness



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**LIST OF ABBREVIATIONS AND THEIR DESCRIPTION**

<b>SL. No.</b>	<b>ABBREVIATION</b>	<b>DESCRIPTION</b>
1	RS	Rate Schedule
2	PGMA	Product Group Main Assembly
3	DC	Delivery Challan
4	DR	Dimension Report
5	IR	Inspection Report
6	NS	Nature of Supply
7	DU	Despatch-able Unit
8	MPI	Magnetic Particle Inspection
9	LPI	Liquid Penetrant Inspection
10	QP	Quality Plan
11	GMS	Group Manufacturing Specifications
12	QCP	Quality Control Procedure
13	QWI	Quality Work Instructions
14	DTS	Direct To Site
15	FRS	Fabrication Rate Schedule
16	PRS	Painting Rate Schedule
17	SRS	Shot Blasting Rate Schedule
18	PMD	Product Material Directory
19	PO	Purchase Order
20	TC	Test Certificate
21	GST	Goods & Services Tax
22	CQP	Customer Quality Plan
23	TDC	Technical Delivery Condition



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**Section I**

**TECHNO-COMMERCIAL TERMS & CONDITIONS**

**1.0 INTRODUCTION**

1.1 Outsourcing/BHEL/Tiruchirappalli invites offer from Vendor for finalizing contract for Fabrication & Supply of **WELDED BOX, DUCTS AND GENERAL FABRICATION ITEMS INVOLVING C276 AND CLADDED PLATE MATERIALS FOR FGD SIPAT (NTPC) PROJECT** for a total quantum of **1057 MTs ± 20% with Vendor's Materials**, as per BHEL's Engineering Drawings, Quality Work Instructions (QWIs) and Technical Specification(s) and Transportation of finished goods to **NTPC Sipat (State: Chattisgarh) Project Site**.

1.2 For list of **Rate Schedules (RSs)** covered under this tender, refer **Section II**.

1.3 This is a **two part bid E-tender**.

**2.0 SCOPE OF WORK BY VENDOR**

2.1 The entire quantum of work is covered under **7 main Rate Schedules (RS01 to RS07)**. The broad scope of work in respect of all the Rate Schedules includes:

1. Procurement of Raw materials as per Technical Delivery Condition (TDC), Fabrication of components as per BHEL Drawings and in accordance with the approved Quality Plans, Quality Work Instructions and Painting scheme.
2. Any special processes like Heat Treatment or NDT processes like UT, RT as called for in POs/Drawings/QPs/QWIs, wherever necessary, shall be carried out through BHEL approved vendors only.
3. Vendor has to establish WPS (if WPS not available with Vendor). Material for the same, if required by the Vendor, will be issued by BHEL on a cost-recovery basis.
4. Offering the components to Authorized Inspection Agency (AIA) / BHEL-QC (OLI) / customer, as per applicable QP, for inspection along with necessary supporting documents.
5. The finished items are to be dispatched to NTPC Sipat (State: Chattisgarh) Project Site from Vendor's works. But if circumstances warrants, the finished consignments may be delivered to Shipping/BHEL/Trichy with applicable freight deductions.

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

**A. RAW MATERIAL PROCUREMENT**

1.1 **Raw materials shall be procured by Vendor from the following sources:**

- **CS plates:** NTPC Approved raw material sources as per Patratu NOA (Refer attached Quality Documents)
- **Rolled Sections & Tubes:** BHEL-approved raw material sources. (Refer Section V for list of BHEL's approved suppliers)
- **Special grade materials i.e. C276 Plates & Sheets, C276 Cladded Plates & Ti Cladded Plates:** BHEL-approved raw material sources. (Refer Section V for list of BHEL's approved suppliers). However, a Vendor may procure special grade material from other sources for which list of such source shall be provided by Vendor in format given in Annexure-A2. In addition to Annexure A2, Vendor shall also submit the supporting



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documents for raw material supplier as per the details given in Annexure-A3 (Pre-Qualification requirements (PQR) for the Raw Material Suppliers).

- 1.2 Vendors shall procure consumables such as electrodes, Paints, etc. from BHEL approved sources (Refer Quality Documents, Section VI & Section V). Raw materials and consumables required for fabrication shall be procured by Vendor. Procurement of Raw materials shall be as per raw material specifications given in drawings and applicable Technical Delivery Conditions (TDC)/Purchase Order (PO) & Quality Work Instructions (QWI) and quantities as per Drawings/GMS (Group Manufacture Specification) which shall be issued by BHEL along with Purchase Orders (POs). Raw materials can also be procured from other sources as per guidelines SIP:NP:14 (Latest Revision) or from BRAMAS (An association of industry cluster of Trichy).
- 1.3 Raw materials and paints are to be procured with relevant Test Certificate (TC)/reports 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 Vendor at their own cost. Vendor also shall verify the materials & Test Certificate (TC) to comply with the applicable quality plan (QP). Vendor should refer the updated list of approved suppliers for raw material and consumables before procurement.
- 1.4 Raw material invoice, Test certificate (TC) and Day Book (DB) should be uploaded by Vendor in Vendor information system (VIS-B2B).
- 1.5 The typical list of raw materials required is given rate schedule wise in **Section II B [Bill of Material (BOM)]**. Suitable cutting allowances may be considered over this quantity for cost estimation.
- 1.6 Required equipment's for handling of raw materials/Work in Progress (WIP) & finished goods should be available at Vendor works.
- 1.7 The system for storing and issuing materials shall be available with vendor for easy traceability.
- 1.8 Raw materials not covered by the above shall be identified by its work order (W.O) number / Material code / Specification / grade by painting / stenciling / engraving.
- 1.9 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.
- 1.10 The weights in Group Manufacturing Specification (GMS) will be the basis for requirement of the raw materials for fabrication. However, Vendor have to correlate the drawings & 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. Weight changes due to design change shall be compensated by GMS/PO amendment.
- 1.11 For raw material substitutions requested by Vendor, changes in the weight due to material substitution will be carried out by temporary Design Change Notification (DCN), if deemed fit by BHEL. GMS / PO will not be revised and no cost escalation will be considered on account of the same.
- 1.12 In case of non-procurement of materials within stipulated time period or in case if any vendor refuses or fails to execute within the PO delivery or within mutually accepted / extended delivery date, PO will be cancelled by BHEL and shall be executed by BHEL (by alternate action) at the Risk and cost of the failed vendor. The extra expenditure incurred by BHEL, if any, shall also be recovered from the respective failed vendor, through any amount due to them. Also amount due for payment to the failed vendor shall be put under hold till the PO



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is executed by the other vendor/s and action may be initiated against the failed vendor as per BHEL's guidelines for suspension of Business dealings.

**B. FABRICATION**

- 1.13 Fabrication of components shall be as per BHEL's Drawings to be issued along with Purchase order(s). However, to understand the nature, type & quantum of work content, a set of indicative/reference drawings is available rate schedule wise in **Section II A**. It is to be noted that the work content as per the actual drawings may vary marginally.
- 1.14 Fabrication of components shall also be according to the BHEL drawings, BHEL quality documents, customer approved quality plan, Technical Delivery Conditions (TDC). However, Vendor shall refer the latest version of Quality documents to be issued along with Purchase order.
- 1.15 Welding to be carried out by Qualified Welder and as per BHEL's approved Welding Procedure Specification (WPS). The welder qualification and welding procedure (as per relevant SIP) have to be done by Vendor with approval of QC/BHEL or by QC/BHEL's authorized appointed agency. The cost of any approval on this account is in Vendor's scope. Edge preparation and welding details shall be as per drawing.
- 1.16 WPS (Welding Procedure Specification) has to be established, if not available with Vendor. Material required for establishing WPS (if any), shall be issued to the vendor on Cost recovery basis. Collection of this raw material required for establishing WPS is in the scope of Vendor. Successful Vendor will have to submit the WPS for approval by BHEL (QC/WTC). Approval of WPS by BHEL will take 2 weeks from the date of submission of complete documents.
- 1.17 Vendor shall use Jigs & fixtures, Core Cutting Machine/ Magnetic Horizontal drilling machine to ensure hole to hole matching during assembly and Erection.
- 1.18 All consumables for welding as stipulated in the Drawings/QWIs/Welding procedures & any indirect materials required for fabrication is in Vendor's scope of work.
- 1.19 All the electrodes are to be procured using Welding consumable procurement instruction (WCPI) which is issued by WTC. In case a Vendor doesn't have the requisite WCPI then Vendor shall approach WTC department of BHEL/Trichy for obtaining the same. Electrodes to be procured and used for fabrication shall be as per BHEL's approved WPS.
- 1.20 Proper sequence of welding shall be adopted to minimize distortion. The distortion of the finished jobs, if any, may be corrected by mechanical means / hot correction.
- 1.21 The surface of the welds shall be free from coarse ripples, overlaps, undercuts and abrupt ridges to avoid stress raisers.
- 1.22 Conducting MPI/LPI, other NDT & heat treatment wherever called for in the Drawings/ Quality Plans is in the scope of Vendor and wherever necessary shall be carried out through BHEL approved Vendors as listed in **Section V**. Addition/deletion of Vendors enlisted as BHEL approved Vendors for NDT, abrasive blast cleaning, painting and Heat Treatment may happen from time to time so Vendor is requested to refer B2B portal for any updation in the approved sources list.
- 1.23 The requirement of NDE, extent and type of examination shall be as per respective product SQP and CQP, if applicable.
- 1.24 The Ultrasonic Testing, Radiographic Testing, Furnace Heat Treatment (HT) and Stress Relieving as called for in the Drawings/QWI/PO/QCP are to be carried out by the Vendor, through the approved agency of BHEL. List of approved agencies is as per **Section V**. In



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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.

- 1.25 All handling charges and other incidental charges till completion of fabrication & dispatch up to destination is in Vendor's scope.
- 1.26 Trial Assembly as called for in the Drawings / Quality plans / PO or by the Inspecting Authorities, is in Vendor's scope of work.
- 1.27 Ensure completeness of all final machining operations.
- 1.28 Providing the necessary facilities, gauges, instruments, etc. for carrying out the testing & inspection including customer/BHEL/BHEL nominated agency as per BHEL's QP/PO/Drawings and customer CHP, till obtaining of MDCC (wherever applicable).
- 1.29 Mechanical testing, if any, can be done at any of the NABL approved laboratory in case Vendor do not have their own facilities.
- 1.30 BHEL Drawings and Quality procedures to be followed and referred for marking & identification of interconnecting members to the satisfaction of BHEL inspectors, dismantling, related handling and movements of components as necessary.
- 1.31 Assembly is to be carried out on a level surface. Assembly Items are to be dispatched with adequate bolt which is in the scope of the Vendor. Assembly has to be carried out as per BHEL Quality Plan/Customer Quality Plan (CQP) (as applicable). Any other item/s required for safe dispatch / packing materials required for the completion and the dispatch of the jobs is in the scope of Vendors.
- 1.32 No work/ rework shall be allowed to be carried out at site. If such necessity arises, Vendor to remove those components from site and carry out such reworks elsewhere, at Vendor cost, including transport.
- 1.33 Goods Receipt (GR) posting will be done only on receipt of Material Dispatch Clearance Certificate (MDCC). Any delay in MDCC will delay the GR posting. Wherever required, Vendors shall co-ordinate with the concerned official for MDCC till handing over of original MDCC to BHEL.

**C. QUALITY REQUIREMENTS**

- 1.34 Supply of the components should strictly conform to dimensions and tolerances indicated in the Drawings, Quality Plan. Care must be taken to strictly adhere to the 'NOTE' given in the drawings. Vendor must ensure that dimensional deviations, if any, are recorded properly in the Dimension Record books and the same shall be made available to BHEL's 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.
- 1.35 Only the right kind of electrodes shall be used as called for in the Drawings
- 1.36 Welding electrodes shall be sourced only from the approved sources of BHEL. The list of approved suppliers for welding electrodes is given in **Section V**. Vendor to always refer the updated **Section V**.
- 1.37 Adequate packing shall be made by the Vendor to avoid any transit damages. The quoted rate shall be inclusive of this packing.
- 1.38 Any other work carried out other than the requirements of Drawings/QWIs shall have the prior written approval of BHEL/ Trichy.
- 1.39 Adequate facilities like welding equipment(s), baking oven, handling facilities and measuring instruments duly calibrated as called for by BHEL must be available with the Subcontractor



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for the manufacture/fabrication of boiler components. All the above basic fabrication equipment must be in working condition, and the same shall be made available for verification by BHEL officials or authorized agents of BHEL.

- 1.40 Only Class 1 measuring tapes shall be used. The instruments / gauges are to be calibrated at BHEL Lab (chargeable basis as per applicable rates) or any NABL, approved Lab periodically as follows:

Table-1

SL. No	Type	Periodicity
01	Measuring instruments/gauges	One Year
02	Limit gauges (E.g. Plug/ring)	One Year
03	Temperature, pressure gauges	6 Months
04	Measuring Steel tapes	Once

- 1.41 The calibration status shall be displayed at the Vendor's works in a conspicuous location. Calibration can be performed at either BHEL or at any NABL/Govt. approved labs, traceable to national standards.
- 1.42 For various rates schedules, manufacturing, handling and testing facilities' requirement as specified by BHEL from time to time shall be available with the Vendor.

**D. TRANSPORTATION**

- 1.43 The rates finalized against each schedule shall include cost of transporting finished products from Vendor's Works to **NTPC Sipat (State: Chattisgarh) Project Site**.
- 1.44 All the consignments are normally envisaged for dispatch from Vendor's Works to Project site. However, in exceptional cases (in case of Project hold/ any unforeseen conditions), BHEL may permit Vendor(s) on case to case basis for handing over the consignments at Shipping/BHEL/Trichy. BHEL's decision shall be final in this regard. In such case, the cost which will be incurred by BHEL for transporting finished items to respective sites shall be deducted from the finalized rates. Applicable deduction rate shall be as follows:

Project site	Final Deduction rates for Non-ODC carriers (Rs./MT)	Final Deduction rates for ODC carriers (Rs./MT)
NTPC SIPAT, Chattisgarh	6000	7000

- 1.45 Vendor has to arrange for dispatch of the finished goods either in Trucks or Trailer/ Hydraulic axles for safe delivery of the goods to respective project sites through their transport carriers. In case of any Deviation/ discrepancy of the materials received at project site Vendor is responsible for correction or replacement activity. If the same is not rectified/replaced by the concerned Vendor within reasonable time as instructed by BHEL, then the same will be rectified /replaced by BHEL at the cost and risk of default Vendor.
- 1.46 Safe Transportation of Finished Goods to the Project site as indicated in the Purchase order will be in Vendor's Scope. This transportation should be done using appropriate Vehicle/Trailer with all valid Documents complying to all the applicable rules.
- 1.47 Loading of finished goods on to the Truck / Trailer is in Vendor's scope.
- 1.48 Vendor should ensure sufficient Wooden Logs/Reapers are placed between jobs and between jobs and trailer. Proper lashing of Jobs is to be done avoiding direct contact between the lashing chain and jobs.
- 1.49 After loading is completed as above, a photograph of loading as and when demanded by BHEL (concerned expeditor) is to be sent to BHEL (concerned expeditor) before dispatch of the vehicle.



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- 1.50 In case after reaching the destination/Project site if any non-conformance is noticed by the way of improper loading/lashing of finished Goods, unloading of vehicle shall be denied by BHEL site office/customer. Vendor should correct the non-conformances at his cost and again place the Trailer for Unloading.
- 1.51 In addition, BHEL may recover from the default Vendor, the amount arising due to improper loading of finished goods on vehicles as specified by BHEL officials at Unloading point.
- 1.52 Due to the unpredictable site condition at times, the loaded consignment dispatched by Vendor may have to wait for unloading for about 3-4 days (on an average) at site. The Vendor may keep this in mind while quoting in respective rate schedules.
- 1.53 Detention charges shall be paid extra if the vehicles are not unloaded / released within the stipulated time given below: -

Table-2

Sl.no.	Unloading Points	Free period (No. of Days)
1	Logistics / BHEL Trichy	3
2	Project site	4

*For example:* if the vehicle reached at site for unloading and made IN entry on 02.07.2020, the free period (4 days as per above table) will be available up to 06.07.2020. If the EXIT of the vehicle is recorded on 08.07.2020, then detention will be calculated excluding 02.07.2020, 08.07.2020 and free period (4 days). Hence, Vendor will be eligible to claim detention charges for only one day.

- 1.54 For dispatches made to Shipping/BHEL/Trichy, Area IN and Area EXIT will be taken for calculation of detention. Both Area IN and Area EXIT dates will not be counted for calculation of detention.

*For example:* if the vehicle reached at Shipping/BHEL/Trichy for unloading and made Area IN entry on 02.07.2020, the free period (3 days as per above table) will be available up to 05.07.2020. If the Area EXIT of the vehicle is recorded on 08.07.2020, then detention will be calculated excluding 02.07.2020, 08.07.2020 and free period (3 days). Hence, Vendor will be eligible to claim detention charges for only two days.

- 1.55 Unloading within BHEL Trichy premises Area "In" and Area "Out" entry will be made only if the Transporter's representative available while reporting in and exit of vehicles.
- 1.56 If the reporting period happened to be Sundays & Holidays, then the next working day will be considered as the date of reporting of vehicle.
- 1.57 Detention at unloading points / Sites shall be paid based on the Gate Entry at Site / certification by BHEL site personnel – with signature & official seal.
- 1.58 In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter project Site. In such case the date of arrival of vehicle at Site, based on the Global Positioning System (GPS) report will be considered as the date of reporting at Site for calculation of detention Charges duly certified by an executive not below the rank of DGM/ Commercial / End user.
- 1.59 Wherever GPS is not mandatory then the date of reporting at Site will be based on certification by DGM/Commercial / End user.
- 1.60 The rate of detention charges are as follows:

Rate Schedules	Detention charges per Day (Rs.)
For all the rate schedules	1700/-



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- 1.61 Transit insurance is in the scope of BHEL. Vendor has to communicate in writing to the insurance agency or BHEL as indicated in the Dispatch Instruction, the dispatch details to enable them to cover the transit insurance. In case of any transit damage to materials, the Vendor shall carry out the rectification, and the amount realized from the insurance company shall be paid to Vendor. Vendor shall cooperate and provide all documents to claim the damage from the insurance company.
- 1.62 As soon as the dispatches are made, Vendor have to upload scanned copy of DC and GST Invoice in B2B system.
- 1.63 In case of dispatch to site, original BHEL Project site acknowledgement along with IR, DC, GST invoice and system generated online invoice along with other annexures have to be furnished for processing the invoice at BHEL.
- 1.64 In case of dispatch to Shipping/BHEL/Trichy, shipping acknowledged original GR along with IR, DC, GST invoice, system generated online invoice and other annexures to be furnished to BHEL for processing the invoice.

**E. SURFACE PREPARATION, PAINTING AND STENCILING**

- 1.65 Surface preparation & Painting shall be as per the quality documents and painting scheme with paints procured from BHEL approved paint Suppliers list. Applicable painting scheme is available in **Section VI** and approved paint supplier list is available in **Section V**. Vendor shall refer the latest version of Painting scheme and applicable quality documents during execution of Purchase Orders. Blasting, wherever required (as per PO/Drawings/ Quality plans), is to be carried out by Vendor through BHEL approved sources for Blasting & Painting. List of BHEL approved blasting and painting Vendor is available in **Section V**. However, Vendor should refer the latest list of approved blasting and painting Vendors before carrying out the blasting and painting jobs.
- 1.66 Identification of Structures shall be hand punched and stenciled.
- 1.67 The Project name, Work Order No., Number off, DU Number, Weight, and Vendor Code number shall be legibly stenciled for identification and dispatch as may be advised. Vendor Code number alone shall be punched using letter punch and bordered suitably for identification. Machined surfaces shall be protected with rust preventive oil. Weldable areas are to be applied with weldable primer.
- 1.68 After painting and stenciling, 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. Dispatches of loose items i.e. up to 3m in Length and Individual weight less than 30kgs, should be packed in Crate and dispatched. Vendor is eligible to claim crating charges as extra for sending the loose pieces to site and applicable crating charges are given in Section III. If the loose pieces have to be dispatched to BHEL Trichy, then Vendor is not eligible to claim reimbursement for crating.
- 1.69 If any complaint is received from site regarding poor quality of product including painting issues, the concerned Vendor shall be asked to rectify it within a reasonable time or else BHEL may arrange rectification through alternate agencies at the risk and cost of the default Vendor. If a proper blasting and painting process is followed, then the painting should withstand severe / corrosive atmosphere. Moreover, Vendor cannot absolve its responsibility even beyond normal warranty period, irrespective of the fact that the product had been inspected by BHEL/QC/AIA. In order to avoid such penalties, Vendor is advised to follow the established process of blasting and painting given in BHEL approved quality documents.



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**F. INSPECTION**

- 1.70 Inspection at the Vendor works shall be done by BHEL Quality Control Department and/or by BHEL's customers and/or by an agency or person(s) authorized by BHEL. All facilities and equipment(s), calibrated instruments and standard gauges required for inspection shall be provided by the Vendor at their own cost.
- 1.71 BHEL representatives/authorized agents shall have free access to the Subcontractor's works at any time during the execution of the orders as well as for verification of requisite documents/materials.
- 1.72 Cost incurred by the Vendor for specimen preparation of production test coupon carried out at authorized agency as requested by BHEL, Tiruchirappalli shall not be reimbursed by BHEL.
- 1.73 The quality of paints used by Vendor shall be checked by BHEL at regular intervals. Samples shall be collected from Vendor's works and tested at BHEL to ensure quality as per relevant standards/documents. In case discrepancies with respect to BHEL's specification are noted, the job may be rejected, and appropriate action against the Subcontractor shall be initiated as per latest revision of BHEL Guidelines for Suspension of Business Dealings with Suppliers/Contractors.
- 1.74 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 the format given in BHEL Vendor Information System-B2B format.
- 1.75 Acceptance of the product after inspection makes the Vendor eligible for payment. However, such acceptance after inspection by BHEL / AIA does not absolve the responsibility of the Vendor in ensuring the quality / performance of their product, even after the warranty period.
- 1.76 Quality documents such as dimension report, material TC, etc., against the PO placed shall be uploaded by the Vendor in B2B portal.
- 1.77 BHEL representative from unit or Customer Quality (CQ) is authorized to carry out audits along with Third Party Inspection Agency (TPIA) at Vendor's works before clearing the items for dispatch wherever required.
- 1.78 Vendor is requested to refer the updated list of NDT and Heat Treatment agencies approved by BHEL.
- 1.79 Few extra rate schedules with prefixed rates have been identified for this tender enquiry. Rates for extra rate schedules, as indicated in **Section III**, shall be payable over and above the basic fabrication rates (finalized for Main fabrication schedules), wherever applicable. Accepting the Pre-fixed rates by Vendor mentioned in Extra rate schedule is mandatory.
- 1.80 The applicability of these extra rate schedules shall be indicated in Purchase Order(s) (P.O.):

Table-3

Sl. No	Extra Rate Schedule	Extra Rate Schedule Description
1	CTRS1	Special Crating Charges / MT
2	ODRS1	Single ODC Freight Rate, if Length is more than 12.2 m upto 15 m or width ODC (more than 2.4 m) or height ODC (more than 2.2 m)
3	ODRS2	Combination ODC Freight Rate, i.e combination of any 2 or 3 dimensions falling under ODC's Length above 12.2M up to 15M/ Width ODC /Height ODC
4	ODRS3	Length ODC Freight Rate / MT over & above ODRS1 or ODRS2 for each meter increment and part thereof in the length above 15 M till 24 M
5	SPRS	PAINTING & BLAST CLEANING charges

- 1.81 No extra charges shall be given for E350 grade of material.



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- 1.82 The painting and blasting cost is attached in **Section III**. During PO generation, the painting cost and blasting cost will be automatically calculated by system, based on the surface area, painting scheme, Painting correction factor & individual component weight.
- 1.83 ODC dimensions: Job dimensions of length above 12.2 m upto 15 m or width more than 2.4 m or height above 2.2 m are considered as ODC. The job dimensions in case of ODC consignment are to be indicated by Vendor while committing IR.
- 1.84 ODC Freight Charges, (wherever becomes necessary) will be in addition to the finalized fabrication rate including transport i.e. it is an additional/ incremental charges for ODC consignments over the rates finalized for fabrication.
- 1.85 Three (3) ODC rate schedules have been identified. For any particular ODC consignment, either ODRS1 or ODRS2 will be applicable. ODRS will be provided to compensate if length goes above 15 m but not more than 24 m.
- 1.86 If consignments are to be handed over to Shipping/BHEL/ Trichy, for any reason, the freight charges, ODC Freight Charges, Crating charges shall not be allowed.

**3.0 PRODUCT GROUP AND RATE SCHEDULES**

- 3.1 For list of products covered under this NIT, Quantum & Description of Rate Schedules, refer **Section II**.
- 3.2 A rate schedule relates to a group of drawings / PGMAs consisting of similar nature and content of work. Rates to be quoted in the respective rate schedules shall be based on the description of work content and drawings indicated against each RS given in this tender enquiry.
- 3.3 Purchase Orders (POs) shall be placed on a Vendor by way of Rate Schedule (RS) identified for each product group.
- 3.4 During actual PO release, there could be marginal variations in the nature of work content and the quantum of work within the same rate schedule.
- 3.5 Extra works, if any, carried out as per drawings / Quality plan / PO requirement shall qualify for extra payment, as per pre-fixed rates listed in **Section III**. Any other work not covered under extra Rate Schedule (RS), but incidental to the completion of fabrication of job till handing over to BHEL's project site, shall be deemed to be Vendor's scope of work.

**4.0 ELIGIBILITY TO QUOTE FOR A RATE SCHEDULE**

- 4.1 Vendors may submit their quote for such Rate Schedule(s) in which they are interested and facilities for such rate schedules are available with Vendor. For Example: A Vendor has all the facilities for fabrication of DUCTs and they also meet all other requisite requirements as outlined in Pre-Qualification Requirement (PQR) including Financial soundness, is eligible to quote for all RSs involving DUCTs. However, Vendor shall note that it is at the discretion of BHEL to accept/reject the offer of a Vendor for a Rate Schedule after due evaluation of Part I offers submitted by Vendor.



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4.2 For RS01, technically qualified Vendors will be further proposed to NTPC for approval for executing **Welded Boxes**. In case of non-approval of Vendor by NTPC, the offer submitted for **RS01** shall be rejected.

**5.0 QUOTING OF RATES**

5.1 Rate(s) to be quoted by Vendor in the respective rate schedules shall be based on the scope of work given in this tender enquiry.

5.2 Vendor should quote as per the **Unit of Measurement** mentioned in the **Price Bid Format**.

5.3 Vendor is advised not to quote '0' (zero) against any rate schedule in **Price Bid Format**. Zero quoted as a rate will not be considered as a valid quote and the same shall be ignored. Vendor who do not wish to quote for any particular rate schedule are advised to leave the space blank for that particular rate schedule in their **Price Bid**.

5.4 The applicable Unit of Measurement is given in the **Price Bid Format** and Vendor shall quote the rate(s) with reference to the Unit of Measurement (UoM). (i.e. **Rs. per UoM**). Vendor is requested to exercise utmost caution to take care of UoM while quoting the rate(s).

5.5 **Price Variation Clause (PVC) is NOT applicable. The quoted rate(s) shall be on Firm basis. The quoted / finalized rates shall be Firm till validity of the Contract or execution of PO whichever is later. Conditional Offers shall be rejected.**

5.6 The rates to be quoted for Rate Schedules shall be for the procurement of raw materials, fabrication work, testing, trial assembly (if applicable), etc. as per Drawing / QWIs, and dispatch of finished goods to Project site. The rates quoted shall include all costs incidentals to comply with the terms and conditions explained in this NIT.

**6.0 REVERSE AUCTION CLAUSE (RA)**

6.1 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on **www.bhel.com**) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for tender ranking.

**7.0 EVALUATION OF QUOTED PRICE**

7.1 Vendor quoting the lowest evaluated rate per Unit of Measurement for a Rate Schedule (RS) shall be declared as L1 Vendor or Lowest bidder and the rate quoted shall be declared as L1 rate for that particular RS.

7.2 Evaluation of Prices for Rate schedules shall be evaluated on "FOR Destination" basis as per the following formula:  
**Landed cost = (Quoted Rate (Based on Scope of Work)) + Applicable Taxes net of ITC (GST-ITC)**



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- 7.3 Evaluation currency shall be INR.
- 7.4 In case of tie in the lowest bidder (L1 bidder), revised reduced price offer (price offer after discount) shall be obtained from the tied L1 Vendors. In case tie persists even after submission of revised prices by the respective Vendors, the final L1 Vendor shall be decided by tie-breaking through lot system (manual/electronic) in the presence of the respective L1 bidder(s) or their representative(s). However, in case tied L1 Vendor do not submit revised offer or submits increased price in revised offer for tie breaking then original quoted rate shall be considered for further evaluation. The final ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- 7.5 If tie still persists, lot system will be followed to arrive at L1 bidder. Bid with the next highest evaluated cost shall be ranked L2, and the next be L3, and so on.
- 7.6 BHEL reserves right to re-float or short close the RS(s) or cancel the tender if L1 rates are not acceptable or due to any other reasons.

**8.0 TIE BREAKING OTHER THAN L1**

- 8.1 If there is tie for ranking position(s) eligible for counter offering, then Lot shall be done to break the tie using random number generator in MS Excel before Counter-offer process. Step by step illustration of the tie-breaking is given below:
- 8.2 Rate Schedule wise excel sheet in which all ranks for which tie is present shall be opened.
- 8.3 Random number shall be generated against each entry in the excel sheet. Once random number is generated, the values will be frozen against each entry.
- 8.4 The rank order shall be sorted in the following manner: Sorting -> 1. RS -> 2. Actual rank -> 3. Random number wise (from lowest to highest).
- 8.5 Once sorting is done, each Vendor shall be ranked as per the sorting order.

✓ **ILLUSTRATION:**

**Step-1: Before Sorting:**

RS No.	Vendor code	ORIGINAL Rank before CO
16707	A	L01
16707	B	L02
16707	C	L03
16707	D	L03
16707	E	L04
16707	F	L05
16707	G	L05
16707	H	L06

**Step-2: After random number generation:**

RS No.	Vendor code	ORIGINAL Rank before CO	Random Number
16707	A	L01	0.639156
16707	B	L02	0.931402
16707	C	L03	0.560449
16707	D	L03	0.507298
16707	E	L04	0.621819
16707	F	L05	0.620683
16707	G	L05	0.504936
16707	H	L06	0.793407



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**Step-3: Final sorting and revised ranking:**

RS No.	Vendor code	ORIGINAL Rank before CO	Random Number	Final Revised Rank
16707	A	L01	0.639156	L01
16707	B	L02	0.931402	L02
16707	D	L03	0.507298	L03
16707	C	L03	0.560449	L04
16707	E	L04	0.621819	L05
16707	G	L05	0.504936	L06
16707	F	L05	0.620683	L07
16707	H	L06	0.793407	L08

8.6 Distinct rank shall be arrived in the order of random number generated for each of the tied rank. Based on the outcome of LOT process done through MS Excel, final ranking shall be intimated to Vendors. Load distribution shall be based on revised ranking.

**9.0 PRICE NEGOTIATION**

9.1 Post price bid opening, if the rates (as per the landed cost formula) quoted by the lowest bidder in one or more rate schedules is not acceptable to BHEL, then Lowest Bidder/s (L1 Vendor in respective rate schedules) may be called for price negotiation.

**10.0 LOAD DISTRIBUTION**

10.1 Load distribution is as detailed in **Section X**.

10.2 The quantum indicated for each ranking position in the load distribution is subject to a tolerance of **± 20%**.

**11.0 ELIMINATION OF HIGHEST BIDDER(S)**

11.1 After price bid opening in E-portal (Part-II offers) or after completion of RA, price quoted by the bidders shall be sorted in ascending order from lowest to highest price.

11.2 For those RS(s) where counter offering is envisaged, the bid(s) with overall highest evaluated cost shall be ranked as H1, and the successive high bids below H1 shall be H2, H3 and so on. **20% of total number of distinct bids** (Rounded to Integer values) falling under H1, H2, etc., category and the respective bidders shall be eliminated. Counter offering of finalized rate for a RS shall be restricted to only balance Vendors after elimination. If more than one Vendor falls under elimination category with the same ranking, then all the Firms falling under elimination category shall not be considered for counter offering.

**12.0 COUNTER OFFERING**

12.1 After eliminating highest bidder(s), counter-offer of finalized L1 rate shall be extended to other eligible Vendors in those RSs where load is being distributed between L1 and other eligible Vendors. However, loading shall be done based on acceptance to CO, tender ranking and load distribution.

12.2 Following modality shall be followed in case counter offer is not accepted by required number of Vendors as given in Load Distribution:



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12.2.1 In the event of counter offered rate for a particular RS is not accepted by the required number of eligible Vendors, BHEL shall extend counter offer for balance quantum of the respective Rate Schedule (RS) to L1 Vendor and other Vendors who have already accepted counter offer in the order of their price ranking. If a Vendor is ready to accept more than their load designated to them, the same will be loaded on them. Partial acceptance of the additional quantum is not allowed.

12.3 In case a Vendor does not execute a purchase order after placement of the same, then the quantum of order not executed by the defaulting Vendor will be offered to eligible Vendor in order of their tender rank (starting from lowest Vendor to other eligible Vendors in order of their tender rank) in the respective rate schedule.

12.4 Accordingly, the liability of a Vendor (L1 Vendor as well as counter offer accepted Vendor) w.r.to risk purchase shall be up to the minimum load as per load distribution + additional quantity accepted by the Vendor **or** the minimum load as per load distribution whichever is more.

12.5 In case a Vendor (L1 Vendor as well as counter offer accepted Vendor) fails to execute POs placed after accepting to execute a quantum of load for a RS, action shall be initiated against the Firm as per BHEL guidelines for suspension of business dealings with supplier/contractor and also as per Clause no.23 of Section I of this NIT.

**13.0 ORDERING / PLACEMENT OF PURCHASE ORDER(S)**

13.1 PO(s) shall be placed in a phased manner subject to availability of potential with BHEL. However, BHEL does not guarantee ordering of any minimum quantity for any firm and BHEL reserves the right to short-close the quantum indicated against a RS.

13.2 In case project requirement quantum is such that after loading to Vendors as per Tender Terms balance quantum could not be loaded immediately on existing Vendors due to their capacity constraints/not willing to take further load immediately then the balance quantum shall be offered to other eligible Vendors. Orders shall be placed based on acceptance and tender ranking.

13.3 Purchase orders shall be placed on the eligible Vendors after contract finalization.

13.4 Any clarification in the PO Documents (i.e. Weight of PO line item, FRS, PRS, SRS, painting area and etc.) shall be reported to the concerned person in Outsourcing Department.

13.5 The Vendor shall undertake all jobs awarded to them and execute them as per Contract terms. Failure to comply with this requirement shall be dealt in line with latest revision of BHEL's Guidelines for Suspension of Business Dealings with Suppliers/Contractors.

13.6 In case it is found later at any stage after placement of P.O. on a Vendor that facilities required for the job are not available in working condition at Vendor's works, BHEL has the right to withdraw the order without compensation of any kind of loss to Vendor due to such withdrawal of orders. Action on default Vendor shall be taken by BHEL as per Clause no. 23 of Section I of this NIT and BHEL's Guidelines for Suspension of Business Dealings with Suppliers/Contractors.



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**14.0 DELIVERY TERMS**

14.1 Timely delivery is the essence of the Contract.

14.2 Delivery Period from Purchase Order placement date shall be as follows:

<b>Rate Schedule(s)</b>	<b>Delivery Period</b>
RS01 to RS07	9 Months

14.3 The items covered in the tender can be dispatched progressively to site within the PO delivery and to be considered as staggered delivery.

14.4 Vendor should get their clarifications (wrt. Engg. drawings, Material substitutions, quality procedural clarifications) resolved at the earliest from the receipt of Drawing / PO. Any delays in raising query will have to be accommodated by the vendor within the PO delivery date.

14.5 Vendor to ensure that all movement of goods commencing from Vendors works are made strictly after the receipt of BHEL's invoice on Customer at their end. Vendors are instructed to arrange for despatch of goods to Customer sites only after ensuring availability of BHEL's invoice on customer at their end.

14.6 In case the Vendor allows to commence the movement of goods without BHEL's invoice on customer(s), it will be at the risk and cost of the Vendor and all the resultant implications will be to the account of the Vendor

14.7 Vendor should get their clarifications (wrt. Engg. drawings, Material substitutions, quality procedural clarifications) resolved at the earliest from the receipt of Drawing / PO. Any delays in raising query will have to be accommodated by the Vendor within the PO delivery date.

**15.0 GST Compliance in Respect of Ensuring Input Tax Credit (ITC)**

15.1 GST shall be applicable. GST shall be paid extra at the prevailing rate. TDS on GST is applicable as per prevailing norms of GST Act.

15.2 Response to this tender enquiry for Indigenous supplier/Vendor will be entertained only if the Vendor has a valid GST registration No (GSTIN). If the Vendor is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Vendor under composition scheme should declare that he is a composition Vendor supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

15.3 Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.



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- 15.4 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 15.5 Invoices will be processed only upon completion of statutory requirement and further subject to following:
- a. Vendor declaring such invoice in Form GST ANX-1
  - b. Receipt of Goods or Services and Tax invoice by BHEL
- 15.6 As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- 15.7 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.
- 15.8 All documents like Test Certificate, LR copy, any other document mentioned in PO, shall be sent along with the vehicle/consignment. 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.
- 15.9 In case of discrepancy in the data uploaded by the 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- 15.10 In cases where invoice details have been uploaded by the Vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the Vendor will be recovered from the Vendor along with the applicable interest (currently 24% p.a.) and all subsequent bills of the Vendor will not be processed till filing of the GST return by the Vendor.
- 15.11 In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the Vendor.



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- 15.12 Where any GST liability arising on BHEL under Reverse Charge (RCM), the Vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the Vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the Vendor.
- 15.13 In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- 15.14 Duplicate copy of the Invoice meant for the transporter should accompany the material as stipulated under CE Rules 52A and 172C OR 57CE.
- 15.15 TDS on GST shall be applicable as per the GST Act.
- 15.16 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal & the vendor can directly download the Certificate from the GSTN Portal.
- 15.17 Vendor shall furnish GST registration No (GSTIN) and applicable GST %.

**16.0 PAYMENT TERMS**

- 16.1 Payment of 100% of the purchase order (PO) value plus GST shall be made through electronic mode by EFT/RTGS within **90 days** from the date of acknowledgment of Project site/BHEL Trichy shipping or from bill/invoice submission date, whichever is later, subject to submission of bill/invoice along with all requisite documents including acknowledgment of Project site/BHEL Trichy shipping and submission of requisite Performance Bank Guarantee (PBG).
- 16.2 For **Micro and Small Enterprises** (MSEs), Payment shall be made within **45 days**.
- 16.3 For **Medium Enterprises**, Payment shall be made within **60 days**.
- 16.4 Bills/Invoice shall not be processed till submission of requisite PBG.
- 16.5 Bill should be GST compliant and complete in all respects with due supporting documents as per Tender conditions failing which bill will not be registered or considered to be registered.
- 16.6 Billing shall be made for complete PO Sl. No. (I.e. one Complete DU), and Bills for partial dispatches of PO Sl. No. (DU) will not be entertained.
- 16.7 The concessions/subsidies as applicable to MSE Vendors as per Govt. guidelines subject shall be Extended to eligible MSE Vendors subject to submission of valid documents.
- 16.8 E-invoicing under GST is being implemented w.e.f. 1st October 2020 for all the taxable Suppliers having turnover of more than Rs. 500 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System.



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- 16.9 In case the Vendor / contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax Invoice to BHEL, any subsequent financial loss to BHEL on account of Vendor / contractor shall be to Vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.
- 16.10 Vendor should ensure that the following documents are submitted for bill processing to avoid any delay in processing of payment.
- ✓ **OVM – Vendor Works’ to Project Site Despatch**
    - a. Online Invoice – duly signed by Vendor with seal
    - b. Online Invoice Annexures - duly signed by Vendor with seal
    - c. GST Invoice – Original copy for RECIPIENT - In Vendor letter head (Values to be checked with B2B tax invoice template) and a copy of the GST invoice should be attached.
    - d. Original IRs – with relevant painting/SB remarks and ODC details (if applicable) - duly signed by BHEL QC inspector and Vendor with seal
    - e. Original DCs – duly signed by Vendor with seal
    - f. Original LR – Quantity dispatched as loose/Crates acknowledged by site official along with sign and name seal on the back side of LR
  - ✓ **OVM – Vendor Works’ to Shipping/BHEL/Trichy Despatch**
    - a. Online Invoice – duly signed by Vendor with seal
    - b. Online Invoice Annexures - duly signed by Vendor with seal
    - c. GST Invoice – Original for RECIPIENT and Duplicate for transporter copies – in Vendor letter head (Values to be checked with B2B tax invoice template)
    - d. Original IRs – with relevant painting/SB remarks and ODC details (if applicable) – duly signed by BHEL QC inspector and Vendor with seal
    - e. Original DCs – duly signed by Vendor with seal
    - f. Original LR- Quantity acknowledged by Logistics/ BHEL/ Trichy official along with sign and name seal on the back side of LR
- 16.11 Trade Receivables Discounting System (TReDS) is an institutional mechanism set up in order to facilitate the discounting of invoices for MSMEs from buyers through multiple financiers. Invoice discounting on TReDS involves three participants MSME Supplier, Buyer and Financier.
- 16.12 Vendor may register themselves on TReDS platforms to obtain the intended benefit.
- 16.13 The TReDS benefit is applicable for Micro / Small / Medium enterprise.
- 17.0 PERFORMANCE BANK GUARANTEE (PBG)**
- 17.1 The successful bidders have to furnish **Performance Bank Guarantee (PBG)** from the list of consortium banks approved by BHEL. PBG format and list of consortium banks are given in **Section VII** and **Section VIII**.



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- 17.2 Lumpsum **Performance Bank Guarantee (PBG)** to be submitted by the Vendor as per below category:

<b>Tonnage (MT)</b>	<b>PBG Value</b>
Upto 1000 MT	10 Lakhs
>1000 MT<2000 MT	20 Lakhs
>2000 MT<3000 MT	30 Lakhs
>3000 MT	50 Lakhs

Tonnage mentioned above shall be the sum of GR posted quantity based on OVM tender enquiries in which the new lumpsum PBG clause is applicable. The quantum for which liability period is over shall not be counted for the purpose of calculating the above mentioned slabs.

- 17.3 **Performance Bank Guarantee (PBG)** as per above table to be submitted by Vendor (in the form of Bank instrument) at the time of submission of first invoice of the purchase order placed under the contract.
- 17.4 PBG submitted by Vendor should be kept valid till 18 months from last date of acknowledgment of Project site/BHEL Trichy shipping in a purchase order + 90 days (Claim period). Validity of PBG shall be revised by Vendor from time to time suitably. PBG submitted by Vendor shall be revolving PBG.
- 17.5 Vendor shall have to submit the PBG for enhanced value as and when sum of GR posted quantity slab gets changed. For e.g., for a Vendor X with GR posted quantity of 1000 MT has submitted Rs. 10 Lakhs, once the vendor's GR posted quantity crosses 1000 MT, Vendor X has to submit additional BG of Rs. 10 Lakhs with validity period & claim period as mentioned above.
- 17.6 The Performance Bank Guarantee should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the PBG is submitted or is to be acted upon or the rate prevailing in the state where the PBG is executed, whichever is higher.
- 17.7 Bills/Invoice shall not be processed till submission of requisite PBG.
- 17.8 PBG submitted in a purchase order shall be returned without interest after the validity period to the respective Vendors.
- 17.9 PBG shall cover the defect liability against defects arising from design, material, workmanship or any omission on part of the Vendor during the validity period of the PG. If the defaulting Vendor(s) do not complete the re-work at project site in time, then the re-work shall be completed by BHEL. Cost of the re-work will be deducted/recovered from PBG or any of the amount due to Vendors or from both.

**18.0 SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE BIDDERS):**

- 18.1 In line with Gazette notification issued by Ministry of Micro Small and Medium Enterprises on MSE suppliers, the following special provisions shall be applicable.
- 25% of the tendered quantum is earmarked for MSE suppliers in this tender.
  - If L1 Vendor (or) Counter Offer accepted Vendor is from a Micro / Small enterprise which put together covers 25% of the total tendered quantum, the 25% earmarking provision is not applicable.



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- Out of the 25% tendered quantum reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
  - Out of the 25% tendered quantum reserved for MSE suppliers, 3% shall be earmarked for procurement from MSE owned by women entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
- iii. In case MSE Vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE Vendor. In case of more than one such MSE, the supply shall be shared proportionately, provided the package can be split.
- iv. In case the Package cannot be split / not envisaged for splitting as per tender, and if a non-MSE Vendor becomes L1, and MSE Vendor also participates in the tender, the MSE Vendor will be given preference for ordering the package provided the MSE Vendor quoted price is within L1 + 15%, and if the MSE Vendor accepts the L1 rate.
- v. In case of a similar package required for two boilers, if a non-MSE Vendor becomes L1, and MSE Vendor also participates in the tender, then L1 will be ordered with one package of one boiler and MSE Vendor will be given preference for ordering the other package of other boiler, provided the MSE Vendor quoted price is within L1 + 15%, and if the MSE Vendor accepts the L1 rate.
- vi. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
- vii. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE, then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the extant guidelines of BHEL for suspension of business dealings with Supplier in-addition to action as per clause no.19 of Section I-B.
- viii. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system, tendered quantity being low etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.



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- 18.2 As per the Gazette notification from MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES Dtd: 26.06.2020, UDYAM REGISTRATION CERTIFICATE (URC) shall be applicable from 1<sup>st</sup> April 2021 and the existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31st day of March, 2021. In light of above, MSE suppliers can avail the intended benefits only if they submit **UDYAM REGISTRATION CERTIFICATE (URC)**. No other document whatsoever shall be entertained for categorizing a Vendor as a MICRO/SMALL ENTERPRISE.
- 18.3 Definitions of MSEs Owned by SC/ST is as Under:
- i. In case of proprietorship firm, proprietor must be SC/ST.
  - ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
  - iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
  - iv. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- 18.4 Authority to Issue SC/ST Certificate:
- i. District Magistrate/Additional District Magistrate/Collector/Deputy commissioner/ Additional Deputy Commissioner/Deputy collector/1st class stipendiary magistrate/Sub divisional Magistrate/Taluka Magistrate/Executive magistrate/Extra Assistant commissioner.
  - ii. Chief Presidency magistrate/Additional chief presidency magistrate/Presidency magistrate.
  - iii. Revenue Officer not below the rank of tehsildar.
  - iv. Sub-Divisional officer of the area where the individual and / or his family normally resides.
- 18.5 Definitions of MSEs Owned by Women Entrepreneurs is as under:
- i. In case of proprietorship firm MSE, proprietor must be Women.
  - ii. In case of partnership firm MSE, Women partners shall be holding at least 51% shares in the unit.
  - iii. In case of private limited companies, at least 51% share must be held by Women promoters.
- 18.6 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening.
- 19.0 VALIDITY OF OFFER & VALIDITY OF FRAMEWORK AGREEMENT(FA)**
- 19.1 **OFFER VALIDITY:** Offer submitted by Vendor shall be valid for finalization of contract for **3 Months** from date of tender opening.
- 19.2 **VALIDITY OF FRAMEWORK AGREEMENT(FA):** A Framework Agreement(FA) shall be entered into with eligible Vendor(s). The contract thus signed shall be valid for ordering up to **3 Months** from the date of finalization of Contract. Hence, offer of Lowest Bidder as well as Acceptance of Counter offered rate shall be valid for ordering till Validity of Framework Agreement(FA). Moreover, validity of Framework Agreement(FA) is subject



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to further extension with mutual consent. PO(s) placed under this Framework Agreement(FA) shall be governed by the T&C's of this Tender till the completion of PO.

**20.0 PROGRESS REPORT**

- 20.1 The Vendor Shall E-mail their completion plan and progress report from time to time as and when required by BHEL.
- 20.2 The submission, receipt and acceptance of such reports shall not prejudice the rights of BHEL, under the contract 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.
- 20.3 In the event of non-submission of completion plan and progress report, suitable action deemed fit shall be taken against such defaulting Vendor(s).

**21.0 GUARANTEE FOR THE FINISHED GOODS**

- 21.1 The Vendor shall warrant that the fabrications comply fully with the drawings and other technical conditions specified by BHEL. If the fabrications are found defective owing to faulty workmanship/incomplete work within a period of eighteen months from the date of receipt of respective consignments, the Vendor shall do the necessary repair/rework or replace the defective items free of cost within reasonable time. Alternatively, the rework/replacement charges shall be recovered from the defaulting Vendor if necessary repair/rework or replacement of defective items are not done within reasonable time specified by BHEL.

**22.0 LIQUIDATED DAMAGES (LD) / PENALTY**

- 22.1 Timely delivery is the essence of the Contract.
- 22.2 The finished jobs should be delivered as per the delivery date stipulated in the PO/Addendum. In case of delay in delivery beyond the delivery period specified in PO at item level, Liquidated Damage (LD) will be levied on the undelivered portion. Liquidated Damage (LD) will be levied at the rate of 0.5% of corresponding PO line item value for each week of delay or part thereof based on last dispatch date for the PO line item. LD is subject to a maximum of 10% of total PO Value without prejudice to any other relief or compensation to BHEL, under any other condition of the contract and applicable laws.
- 22.3 There is no maximum limit on the value of LD% calculated at PO item level. Cumulative value of LD for a PO is subject to a maximum of 10% of the total value of the particular Purchase order.



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- 22.4 Since LD shall be recovered invoice wise, so invoice should be submitted for the fully completed DUs/PO Item.
- 22.5 Request for extension of PO delivery date shall not be entertained for normal cases unless there are delays which have justifiable reasons attributable to BHEL. In case of amendment in PO, LD will be calculated as per the amended PO.
- 22.6 Invoices received without any request for delivery extension and or without proper justification, LD will be automatically deducted.
- 22.7 In such cases where the reasons for delay are attributable to BHEL. Request for delivery extension should be submitted along with supporting documents & justification, indicating the number of days/ date till which extension is requested. Extension shall not be made beyond this date. Also Vendor has to opt 'YES' for delivery extension required in VIS-B2B. In case of no response it will assumed that delivery extension is not required.
- 22.8 Reasons such as power cut, labour issues, machine break down, etc., which are controllable by the Subcontractor shall not be accepted as reason for delay while requesting for extension of PO delivery date.
- 22.9 Delivery extension, if any, should be obtained before Invoice creation in B2B. Once bill has been submitted & posted, deferred payment amount (max 10 % of PO value) will be withheld until full PO completion & delivery extension completion. Any financial implication on account of delayed delivery shall be borne by the Vendor.

**23.0 RISK PURCHASE**

- 23.1 In case of delay in delivery beyond PO delivery / mutually agreed delivery, or Vendor/Sub-contractor fails /refuses to complete the PO as per terms or insufficient facilities at sub-contractor's works to execute a PO, BHEL has the right to get the items ordered elsewhere at the risk and cost of the subcontractor with notice to the subcontractor; and the additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulted subcontractor. BHEL may recover from the default sub-contractor any loss to BHEL arising due to withdrawal of orders in such case, and action shall be taken as per latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors.
- 23.2 BHEL has the right to divert/cancel the order if the Vendor has not procured minimum 50% of the quantity of raw materials within half of the delivery period given in a PO or 5 Months from PO date, whichever is earlier. Purchase order placed on steel mills and with proper payment voucher/proof will be considered for not cancelling the PO by BHEL. The submission of data by Vendor for DB clearance by BHEL/QC shall be the proof of procurement. This is to avoid delay in project schedule due to delay in raw material procurement by Vendors. In case the Vendor fails to procure at least 50% of the quantity of raw materials within half of the delivery period given in a PO or 5 Months from PO date, whichever is earlier, BHEL has the right to get the items ordered elsewhere at the risk and cost of the defaulting Vendor and the additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulting Vendor and



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action shall be taken as per latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors and SEARP.

- 23.3 The default subcontractor shall be liable for any loss, which BHEL may sustain by reason of such risk purchases in addition to liquidated damages as mentioned above.
- 23.4 Vendors pending payments shall be withheld and/or their PBG may be invoked to cover the liabilities of BHEL towards risk purchase, if any.
- 23.5 No compensation shall be given to the sub-contractor, in case of such cancellation/diversion of PO(s) even if the jobs have been processed partly.
- 23.6 **Process of calculating the risk and cost amount is as follows:**  
**Risk & Cost Amount= [(A-B) + (A x 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  
H = Overhead Factor to be taken as 5  
In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).  
\*(Balance scope of work/ supply)
- 23.7 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. 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. 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. 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.
- 23.8 Liquidated Damage against delay in executed work/supply in case of Termination of Contract: LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/supply" is given below.
- Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier = T1
  - Let the value of executed work/supply till the time of termination of contract= X
  - Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
  - Delay in executed work/supply attributable to contractor/supplier i.e.
  - $T2 = (1 - X/Y) \times T1$



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- LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

In case portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.

23.9 **GST shall be applicable on amount recoverable from Vendor under Risk & Cost clause as per contract.**

**24.0 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP**

24.1 If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the Vendor 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. In the event of the Vendor's failure to do so within reasonable period, BHEL shall rectify or remove and re-execute the work at the risk and expense of the default Subcontractor.

24.2 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 contract.

24.3 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.

24.4 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.

24.5 Finished components supplied by Vendor shall be erected at site. Vendor shall be responsible for mismatch of components supplied by them, if any, noticed at site during erection. Any rework shall be carried out by Vendor at their cost and risk including transport, if necessary.

**25.0 SUBLETTING**

25.1 The Vendor shall not sublet or assign this work or any part thereof to any other firm(s) without the written permission of BHEL. In the event of the Vendor subletting or assigning work or any part thereof without 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.

25.2 In the event of Vendor subletting or assigning work or any part thereof without such permission, BHEL shall be entitled to cancel the PO and suitable action shall be taken as per BHEL Suspension of Business Dealings and as per clause no. 23 of Section-I of this NIT.



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**26.0 VENDOR PERFORMANCE RATING**

- 26.1 Quality, right at the first time and delivery in time are the essence of the contract.
- 26.2 Based on the feedback on the quality of the finished goods received, delivery performance and service rendered; a General Feedback on the Performance will be sent to Vendors or hosted in B2B system. Vendors are required to take note of the deviations enumerated in this and improve their performance in subsequent dispatches. Vendors, whose performance is poor continuously, are liable to be delisted and no orders shall be placed on them.

**27.0 VENDOR INFORMATION SYSTEM (VIS)**

- 27.1 BHEL will establish communication with our Vendors through Vendor Information system.
- 27.2 Most of the mass communications are sent through VENDOR INFORMATION SYSTEM (VIS) and hence Vendors are advised to access B2B regularly.
- 27.3 Vendor is required to have Internet connectivity. Vendor is required to access our web site on a regular basis.
- 27.4 Before commencing the job, latest GMS, Quality Plan applicable to the project or PO is to be ascertained, through the VIS portal. All the Quality records are to be uploaded in VIS portal.

**28.0 INTEGRITY PACT (IP)**

- 28.1 The integrity pact attached with this Tender as per **Section IX** is an integral part of commercial terms and conditions of this Tender and this may please be signed and sent to us along with the techno-commercial offer in token of acceptance of the conditions of the pact.
- 28.2 'Integrity Pact' is applicable as per Govt. guidelines & all suppliers shall submit the Integrity Pact duly signed and stamped, in order to qualify for further processing of Offer.
- 28.3 IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	Independent External Monitors (IEMs)	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	Iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	Iem3@bhel.in

- 28.4 The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Please refer Section 8 of the IP for Role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.
- 28.5 Note: No routine correspondence shall be addressed to the IEM (Phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on



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the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided below:

Name	Ashish Kumar Gupta	M Vijayalakshmi	Sunil Kumar
Dept.	Contracts/Outsourcing	Contracts/Outsourcing	Contracts/Outsourcing
Phone	0431-257-4617	0431-257-4260	0431-257-4284
E mail:	ashishkg@bhel.in	mvlakshmi@bhel.in	snkumar@bhel.in

- 28.6 The offers of the bidders who are under suspension/banned and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned Firms is available on BHEL website <https://www.bhel.com/supplier-registration>.
- 28.7 The offers of the bidders who are under suspension/banned and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <https://www.bhel.com/supplier-registration>

**INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:**

**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 shall during the tender process treat all Bidder(s) in a transparent and fair manner, and shall equity.

**Commitment by Vendor/Sub-contractor:**

- ✓ The sub-contractor commits to take all measures to prevent corruption and shall not directly or indirectly influence any decision or benefit which he is not legally entitled to nor shall 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 shall, when presenting his bid, disclose any and all payment 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.
- ✓ The bidder/ Supplier/ contractor shall perform/ execute the contract as per contract terms & conditions and shall not default without any reasonable causes, which causes loss of business / money/ reputation, to BHEL.
- ✓ If any sub-contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in 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 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](http://www.bhel.com) and/or under applicable legal provisions.



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**29.0 GENERAL CONDITIONS**

- 29.1 The offer submitted by Bidders who are under Hold/Ban/Interim Suspension and Bidders who engage the services of the banned Firms/Vendors shall be rejected. List of banned Firms are available in <https://www.bhel.com/supplier-registration>. Offers from such banned Firms shall not be considered.
- 29.2 For participating in this E-tender, Digital Signature Certificate Class III is mandatory for the subcontractor to quote.
- 29.3 Vendor should quote the rate and fill other required details only in the respective fields provided in E-procurement portal.
- 29.4 For this tender, the required documents should be submitted on or before the due date & time for offer submission. Due date extension, if any, will be communicated through NIC portal. Vendor is advised to regularly visit NIC portal to see any updates such as due date extension, issue of corrigendum etc. Submission of offer through hard copy/Email/Fax will not be accepted.
- 29.5 Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Revisions, etc. to Tender Specifications will be hosted in BHEL E-Procurement portal.
- 29.6 Action against defaulting subcontractors shall be taken in accordance with the latest revision of BHEL Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. Refer link: <https://www.bhel.com/supplier-registration>.
- 29.7 All safety precautions and use of safety equipment are to be followed while carrying out the fabrication and dispatch of the same. The sub-contractor must have proper tools and handling equipment. 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.
- 29.8 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 us on demand after completion. This secrecy clause is binding on the employees of the fabricators also. Action against defaulting subcontractors shall be taken in accordance with BHEL latest Guidelines for Suspension of Business dealings with suppliers/ contractors. Refer link <https://www.bhel.com/supplier-registration>.
- 29.9 In case it comes to notice of BHEL during the finalization of Tender / after placement of Contract and while executing the Contract, that sub-contractor has given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates or any information prejudicial to BHEL's interest, BHEL will suspend the business with the sub-contractor at any stage and the Bank Guarantee will be forfeited. Action against such subcontractors shall be taken in accordance with the latest revision of BHEL Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. Refer link: <https://www.bhel.com/supplier-registration>.
- 29.10 Non-Disclosure Agreement (NDA) forms part of this tender (Refer **Section XI**). Non-submission of duly filled NDA will disqualify the Vendor from price bid opening. Sub-contractor shall download NDA and to be uploaded by subcontractor in while submitting



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their offer after duly filling it. This shall be done to accept the provisions of Non-Disclosure Agreement (NDA).

- 29.11 All the statutory obligations such as ESI, PF, Labour Acts, Factories Act, etc., will have to be taken care of by the Subcontractor. BHEL, Tiruchirappalli 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 without notice to the Subcontractor and recovered the respective Subcontractor by suitable means as decided by BHEL.
- 29.12 The jurisdiction for any arbitration/settlement of contractual/legal issues between Contractee (BHEL) and Contractor (Subcontractor), shall only be at the court of Tiruchirappalli.
- 29.13 BHEL, Tiruchirappalli 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, Tiruchirappalli has no obligation what so ever, directly or indirectly, to any Bank/s in relation to the Bills received by BHEL, Trichy excepting payment of the same as authorized by the Vendors at the time of entering into the contract, subject to the conditions for honoring the Bills provided in the contract and BHEL does not recognize 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. If the Vendor opts for Trade Receivable Discounting System (TReDS) platform as per BHEL guidelines, then the same will be provided.
- 29.14 All clarifications pertaining to techno-commercial conditions shall be sought before submitting the offer. No claim for increase in rates will be entertained by BHEL.
- 29.15 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.

**30.0 ARBITRATIONS & CONCILIATION**

- 30.1 Except as provided elsewhere in this contract, in case amicable settlements 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 the sole arbitration of an arbitrator appointed by Head of the BHEL unit, Trichy.
- 30.2 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
- 30.3 Subject as aforesaid, the provisions of arbitration and conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The



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seat of arbitration shall be BHEL, Trichy. The cost of arbitration shall be borne as per the award of the Arbitrator.

30.4 Subject to the arbitration, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

30.5 Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations 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.

**31.0 FRAUD PREVENTION POLICY**

31.1 The bidder along with its associate/ collaborators/ sub- contractors/ sub-Vendors/ consultants/ service provider 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's management about any fraud or suspected fraud as soon as it comes to their notice.

31.2 Fraud prevention policy and List of Nodal Officers shall be hosted on BHEL's website, Vendor portals of Units/ Regions intranet.

**32.0 AUTHORISED SIGNATORY FOR SUBMISSION OF OFFER**

32.1 Agreeing to the terms and conditions of this NIT, uploading bid supporting documents such as (declaration by bidder, IP etc.) and submission of Price Bids in EPS by using the Digital Key registered with BHEL for EPS shall be construed as the Bid and Supporting Documents are being submitted by the Authorized Signatory of the Firm. Vendor should take utmost care for the use of their Digital Key registered with BHEL for EPS while participating in this NIT.

**33.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017**

33.1 For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local Supplier / Non- Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

33.2 Vendor shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant giving the percentage of local content during submission of their offer.

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## Section X : Load distribution

Rate Schedule (RS)	Rate Schedule Description	Weight (MT)	UOM	Load distribution to <b>L1 VENDOR</b> (MT)	Load distribution to counter offer accepted Vendors (MT)
RS01	Welded Box, GF SHS , Bend Duct & Loose Items Plate 6 mm C276 & Sheet 2 mm C276 Materials	275	MT	100% of tender weight	Not Applicable
RS02	General Fabrication with cladded CS 7mm + C276 2mm Material	320	MT	40% of Tender Weight	20% each to 2nd best ranked vendor to 4th best ranked vendor
RS03	General Fabrication with cladded CS 12mm + C276 2mm Material	175	MT	60% of Tender Weight	40% to 2nd best ranked vendor
RS04	General Fabrication with cladded CS 8mm + C276 2mm Material	34	MT	100% of tender weight	Not Applicable
RS05	Straight Ducts with cladded Titanium CS 7mm + 2mm Ti-ASTMB898 Material	52	MT	100% of tender weight	Not Applicable
RS06	Transition Ducts with cladded Titanium CS 7mm + 2mm Ti-ASTMB898 Material	34	MT	100% of tender weight	Not Applicable
RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material	167	MT	100% of tender weight	Not Applicable

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## Section XI-THIRD PARTY NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), Vendor Code \_\_\_\_\_ acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy 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, Trichy 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, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy '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, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy 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\_\_.  
(Place) (Date) (Month) (Year)

Name:

Company:

Signature & Seal:

## SECTION XII - GST DETAILS

Vendor's Name	Vendor's code	Mobile Number / Phone Number Phone No.	E-mail Id	PAN of the Business	GSTIN	GST %	Application reference number (ARN)	HSN Code / SAC Code

**Note:**

Kindly fill the details as per above requirement.

After filling the details, kindly upload the same in EPS.

HSN: Harmonized System of Nomenclature

SAC : Services Accounting Code

**(ON BIDDER'S LETTER HEAD)**

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**SECTION XIII - DECLARATION BY THE BIDDER**

I/We, \_\_\_\_\_, on behalf of the  
\_\_\_\_\_  
Vendor Code \_\_\_\_\_ do hereby undertake the following:

- 1) I/ We declare that I/We have submitted our offer taking into account the cost for procurement of raw material, components, Fabrication, transportation cost of sending finished components on 'FOR Destination' basis up to Project site and other costs (as mentioned in Tender).
- 2) I/We declare that I/We have not been presently put on hold, banned or black-listed by any of the BHEL units.
- 3) I / We declare that the offer has been submitted after having read and understood the terms and conditions of NIT.
- 4) I/We declare that I/We have read all the terms and conditions specified under all Sections forming part of the NIT and agree to abide by the terms & conditions stipulated by BHEL.
- 5) I / We accept to provide Performance Bank Guarantee (PBG) as per terms and conditions of NIT.
- 6) I / We accept to abide by the Load Distribution as per terms and conditions of NIT.
- 7) I/We declare that details furnished by us are correct. BHEL may at its discretion visit the Firm for spot evaluation & approval of the Firm if required. Original documents should be available and are required for verification, during Spot visit.
- 8) It is confirmed that I/We have not taken any deviation to any of the terms and conditions given in NIT.
- 9) I/We have understood that No Corrections / Revisions in the quoted rate(s) will be accepted after the Tender opening date.
- 10) I/We understand that, as the tender is being floated through E Procurement System (EPS), it shall be presumed by BHEL that submission of declaration by bidder, uploading bid Supporting documents and Submission of Price Bids in EPS by using the Digital Key registered with BHEL for EPS shall be treated as the bid and supporting documents are being signed / uploaded in EPS by the Authorized Signatory of the Firm.
- 11) I/We declare that submission of offer shall be construed as agreeing to terms and conditions along with latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Revisions, etc. to Tender Specifications hosted in E-Procurement portal.

**(ON BIDDER'S LETTER HEAD)**

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**SECTION XIII - DECLARATION BY THE BIDDER**

- 12) I/We declare that I/We have not been booked by CBI and/or indicted by a court of law in any criminal case during last 5 years.
- 13) I/We declare that I/We will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s)/sub-contractors/vendors. 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, it is found that I/We have indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- 14) I/ We are aware that, in case it comes to notice of BHEL during the finalization of Tender / after placement of Contract and while executing the Contract, that we have given incomplete, false, incorrect, suppressed information & data, forged documents, fake documents / certificates, fake Certificates or any information prejudicial to BHEL's interest, action shall be taken against us under the BHEL guidelines for suspension of business dealings.
- 15) In case there is a lapse / omission or commission in fulfilling the tender requirements as per the commitments given above we fully understand BHEL shall have the right to reject the offers and the decision of BHEL in this regard will be final and binding on us.
- 16) I/We understand that only the Price bid of Vendors submitting the documents forming part of Techno-commercial/Part-1 evaluation and meeting the requirements will be considered for further evaluation and Price/Part II opening.
- 17) I/We agree to submit percentage (%) of local content certificate issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant as defined in Public procurement (Preference to Make in India), Order 2017 dated 16.09.2020 issued by DPIIT during submission of offer.

**Signature of Authorized person with seal**

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### Section II - List of Rate Schedules (RSs) and Quantity

SL No.	Rate Schedule (RS)	RS Code	Rate Schedule (RS) DESCRIPTION	Jobs in RS Package	Weight (MT)	RS Weight (MT)	UOM	List of Indicative Drawings
1	RS01	2216RS01	Welded Box, GF SHS , Bend Duct & Loose Items <b>Plate 6 mm C276 &amp; Sheet 2 mm C276 Materials</b>	Welded Box & Loose Items	145.00	275.00	MT	As per Section II a
				General Fabrication with Square Hollow Sections (SHS)	40.00			
				Bend Duct	90.00			
3	RS02	2216RS02	General Fabrication with cladded <b>CS 7mm + C276 2mm Material</b>		320.00	320.00	MT	As per Section II a
4	RS03	2216RS03	General Fabrication with cladded <b>CS 12mm + C276 2mm Material</b>		175.00	175.00	MT	As per Section II a
5	RS04	2216RS04	General Fabrication with cladded <b>CS 8mm + C276 2mm Material</b>		34.00	34.00	MT	As per Section II a
6	RS05	2216RS05	Straight Ducts with cladded Titanium <b>CS 7mm + 2mm Ti-ASTMB898 Material</b>		52.00	52.00	MT	As per Section II a
7	RS06	2216RS06	Transition Ducts with cladded Titanium <b>CS 7mm + 2mm Ti-ASTMB898 Material</b>		34.00	34.00	MT	As per Section II a
9	RS07	2216RS07	Elbow Duct with cladded <b>CS 7mm + C276 2mm Material</b>		167.00	167.00	MT	As per Section II a
<b>Total</b>						<b>1,057.00</b>		

### RS Wise Involvement of Special Grade Materials

SL No.	Rate Schedule (RS)	RS Code	Rate Schedule (RS) DESCRIPTION	Jobs in RS Package	Wt (MT)	Sheet 2 mm - C276	PL 6 mm - C276	CS 7mm + C276 2mm	CS 12mm + C276 2mm	CS 8mm + C276 2mm	CS 7mm + 2mm Ti-ASTMB898
						Values in MT (Approx)					
1	RS01	2216RS01	Welded Box, GF SHS , Bend Duct & Loose Items <b>Plate 6 mm C276 &amp; Sheet 2 mm C276 Materials</b>	Welded Box & Loose Items	145.00	18.42	4.39	-	-	-	-
				General Fabrication with Square Hollow Sections (SHS)	40.00	8.84	0.09	-	-	-	-
				Bend Duct	90.00	-	26.56	-	-	-	-
3	RS02	2216RS02	General Fabrication with cladded <b>CS 7mm + C276 2mm Material</b>		320.00	-	-	183.74	-	-	-
4	RS03	2216RS03	General Fabrication with cladded <b>CS 12mm + C276 2mm Material</b>		175.00	-	-	-	81.71	-	-
5	RS04	2216RS04	General Fabrication with cladded <b>CS 8mm + C276 2mm Material</b>		34.00	-	-	-	-	33.46	-
6	RS05	2216RS05	Straight Ducts with cladded Titanium <b>CS 7mm + 2mm Ti-ASTMB898 Material</b>		52.00	-	-	-	-	-	33.40
7	RS06	2216RS06	Transition Ducts with cladded Titanium <b>CS 7mm + 2mm Ti-ASTMB898 Material</b>		34.00	-	-	-	-	-	22.12
9	RS07	2216RS07	Elbow Duct with cladded <b>CS 7mm + C276 2mm Material</b>		167.00	-	-	88.48	-	-	-

#### NOTE

1 PVC is NOT applicable.





**Section-II-A-RS wise Indicative Drawings**

SI No.	RS	RS DESCRIPTION	Jobs in RS Package	Indicative Drawings
8	RS06	Transition Ducts with cladded Titanium CS 7mm + 2mm Ti-ASTMB898 Material		2-FD-492-03560
1	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03524
2	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03525
3	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03526
4	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03527
5	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03528
6	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03529
7	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03530
8	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03531
9	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03532
10	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03533
11	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03534
12	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03535
13	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03536
14	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03537
15	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03538
16	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03539
17	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03540
18	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03541
19	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03542
20	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03543
21	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03544
22	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03545
23	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03546
24	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03547
25	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03548
26	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03549
27	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03550
28	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03551
29	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		2-FD-492-03552
30	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		3-FD-492-00868
31	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		3-FD-492-00869
32	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		4-FD-492-00280
33	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		4-FD-492-00281
34	RS07	Elbow Duct with cladded CS 7mm + C276 2mm Material		4-FD-492-00282

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**Section II B : BILL OF MATERIAL (BOM)**

<b>RS01: Welded Box, GF SHS , Bend Duct &amp; Loose Items Plate 6 mm C276 &amp; Sheet 2 mm C276</b>	
<b>MATERIAL Description</b>	<b>%age</b>
PLATE 32.0 MM - IS2062E250GRBR_N	28.16%
PLATE 6 MM - B575 UNS N10276	11.29%
CR SHEET 2 MM - B575 UNS N10276	9.90%
PLATE 12.0 MM - IS2062E250GRBR_N	9.82%
PLATE 8.0 MM - IS2062E250GRBR_N	6.97%
PLATE 7.00 MM -IS2062E250A	6.45%
BEAM 250 x 125 -IS2062E250A	6.23%
CHANNEL 250 x 82 -IS2062E250A	6.17%
PLATE 6.0 MM - IS2062E250GRBR_N	4.31%
BEAM 300 x 140 -IS2062E250A	2.12%
ANGLE 90X90X8-IS2062	1.71%
SHS150X150X6.0	1.56%
BEAM 350 x 140 -IS2062E250A	1.18%
CHANNEL 150 x 75 -IS2062E250A	0.89%
SHS80X80X4.0	0.87%
BEAM 150 x 75 -IS2062E250A	0.70%
ANGLE 100 X 100 X 8 - IS2062E250A	0.53%
CHANNEL 300 x 90 -IS2062E250A	0.50%
ANGLE 75 x 75 x 6-IS2062E250A	0.42%
PLATE 10.0 MM - IS2062E250GRBR_N	0.14%
ERW TUBE NB 25 MEDIUM-IS1239	0.04%
PLATE 5.0 MM - IS2062E250GRBR_N	0.03%
SHEET 3.15 MM - IS1079 Gr.HR2	0.01%
	<b>100.00%</b>

<b>RS02: General Fabrication with cladde CS 7mm + C276 2mm Material</b>	
<b>MATERIAL Description</b>	<b>%age</b>
CLADDED CS 7MM + C276 2MM (2500X6000)	57.42%
CHANNEL 200 x 75 -IS2062E250A	29.43%
UC203X203X46-IS2062E250BR/S275JR	8.05%
PLATE 12.0 MM - IS2062E250GRBR_N	1.65%
CHANNEL 150 x 75 -IS2062E250A	1.05%
ANGLE 130 x 130 x 12-IS2062E250A	0.82%
ANGLE 90X90X8-IS2062	0.68%
PIPE 73.00 X 9.53 - SA106GRB	0.42%
PLATE 8.0 MM - IS2062E250GRBR_N	0.28%
BEAM 200 x 100 -IS2062E250A	0.10%
PLATE 10.0 MM - IS2062E250GRBR_N	0.10%
	<b>100.00%</b>

<b>RS03: General Fabrication with cladde CS 12mm + C276 2mm Material</b>	
<b>MATERIAL Description</b>	<b>%age</b>
CLADDED CS 12MM + C276 2MM	46.69%
UC254X254X73	28.51%
CHANNEL 200 x 75 -IS2062E250A	14.21%
PLATE 16.0 MM - IS2062E250GRBR_N	3.32%
UC305X305X97	3.05%
CHANNEL 250 x 82 -IS2062E250A	1.70%
PLATE 12.0 MM - IS2062E250GRBR_N	1.19%
H BEAM 254X146 -IS2062E250BR	0.45%
BEAM 200 x 100 -IS2062E250A	0.27%
CHANNEL 150 x 75 -IS2062E250A	0.23%
PIPE 73.00 X 9.53 - SA106GRB	0.16%
PLATE 8.0 MM - IS2062E250GRBR_N	0.12%
BEAM 250 x 125 -IS2062E250A	0.09%
PLATE 10.0 MM - IS2062E250GRBR_N	0.01%
	<b>100.00%</b>

<b>RS04: General Fabrication with cladde CS 8mm + C276 2mm Material</b>	
<b>MATERIAL Description</b>	<b>%age</b>
CLADDED CS 8MM + C276 2MM (1500X6000)	98.40%
PLATE 10.0 MM - IS2062E250GRBR_N	1.60%
	<b>100.00%</b>

<b>RS05: Straight Ducts with cladde Titanium CS 7mm + 2mm Ti-ASTMB898 Material</b>	
<b>MATERIAL Description</b>	<b>%age</b>
TITANIUM CLADDED PL 7MMCS+2MMTI-ASTMB898	64.23%
BEAM 300 x 140 -IS2062E250A	7.45%
CHANNEL 100 x 50 - IS2062E250A	6.41%
BEAM 400 x 140 -IS2062E250A	5.64%
H BEAM 254X146 -IS2062E250BR	5.63%
ANGLE 75 x 75 x 6-IS2062E250A	3.45%
PLATE 10 MM-IS2062E250A	2.85%
CHANNEL 125 x 65 MM -IS2062E250A	2.07%
BEAM 150 x 75 -IS2062E250A	1.55%
BEAM 200 x 100 -IS2062E250A	0.64%
PLATE 5.00 MM-IS2062E250A	0.08%
	<b>100.00%</b>

<b>RS06: Transition Ducts with cladde Titanium CS 7mm + 2mm Ti-ASTMB898 Material</b>	
<b>MATERIAL Description</b>	<b>%age</b>
TITANIUM CLADDED PL 7MMCS+2MMTI-ASTMB898	65.05%
H BEAM 254X146 -IS2062E250BR	11.88%
BEAM 400 x 140 -IS2062E250A	8.55%
CHANNEL 100 x 50 -IS2062E250A	4.71%
PLATE 10 MM-IS2062E250A	4.18%
BEAM 300 x 140 -IS2062E250A	3.50%
CHANNEL 125 x 65 MM -IS2062E250A	1.05%
BEAM 150 x 75 -IS2062E250A	0.93%
PLATE 5.00 MM-IS2062E250A	0.15%
	<b>100.00%</b>

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**Section II B : BILL OF MATERIAL (BOM)**

<b>RS07: Elbow Duct with cladded CS 7mm + C276 2mm Material</b>	
<b>MATERIAL Description</b>	<b>%age</b>
CLADDED CS 7MM + C276 2MM (2500X6000)	52.98%
UC203X203X46-IS2062E250BR/S275JR	27.32%
H BEAM 254X146 -IS2062E250BR	16.71%
ANGLE 130 x 130 x 12-IS2062E250A	1.50%
PLATE 10 MM-IS2062E250A	1.27%
CHANNEL 150 x 75 -IS2062E250A	0.20%
PLATE 5.00 MM-IS2062E250A	0.02%
	<b>100.00%</b>

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### Section III - Extra rate schedules with pre fixed rates

Sl. No	EXTRA RATE SCHEDULE	EXTRA RATE SCHEDULE DESCRIPTION	Rate
1	CTRS1	Special Crating Charges / MT	Rs 3,500 / MT
2	ODRS1	Single ODC Freight Rate, if Length is more than 12.2 m upto 15 m or width ODC (more than 2.4 m) or height ODC (more than 2.2 m)	Rs 650 / MT
3	ODRS2	Combination ODC Freight Rate, i.e combination of any 2 or 3 dimensions falling under ODC's Length above 12.2M up to 15M/ Width ODC /Height ODC	Rs 900 / MT
4	ODRS3	Length ODC Freight Rate / MT over & above ODRS1 or ODRS2 for each meter increment and part thereof in the length above 15 M till 24 M	Rs 200 / MT
5	SPRS	PAINTING & BLAST CLEANING charges	Refer below Table

### PAINTING & BLAST CLEANING

Sl no	RS No.	BROAD DESCRIPTION OF "SPRS"	UOM	Rate per UOM
1	22885	Labour cost for one coat of painting (BHEL supply)	SQM	6.51
2	22888	Synthetic enamel long alkyd to IS 2932	SQM	15
3	22889	red oxide primer to IS:2074/ IS:12744/ rust preventive oil	SQM	8
4	22890	RAL 9002 primer paint	SQM	9
5	22891	Inorganic ethyl zinc silicate primer	SQM	96
6	22892	Epoxy finish paint (smoke grey for non NTPC & RAL for NTPC)	SQM	35
7	22893	Epoxy Zinc phosphate primer (customer specific)	SQM	28
8	22894	Epoxy based polyamide cured TiO2 / MiO	SQM	32
9	22895	Chlorinate rubber base zinc phosphate primer	SQM	13
10	22896	Chlorinated finish paint	SQM	22
11	22897	Heat resistant aluminium paing grade 2 / grade 1	SQM	33
12	22898	Aliphatic acrylic polyurethane	SQM	43
13	22899	Epoxy polyamide cured finish paint	SQM	46
14	18912	Epoxy Glass Flake Paint	SQM	56
15	18913	Moisture curing Ethyl Zinc Silicate primer coat (Minimum 80% metallic zinc content)	SQM	131
16	22904	HB Epoxy Zinc Rich primer (% Zn dust pigment content = 80 minimum)	SQM	96
17	22874	Blast cleaning of jobs above 30 MTs	SQM	150
18	22875	Blast cleaning of jobs above 20 MTs & upto 30 MTs	SQM	150
19	22876	Blast cleaning of jobs above 15 MTs & upto 20 MTs	SQM	145
20	22877	Blast cleaning of jobs above 10 MTs & upto 15 MTs	SQM	140
21	22878	Blast cleaning of jobs above 5 MTs & upto 10 MTs	SQM	130
22	22879	Blast cleaning of Ducts ( above 100kgs & upto 5 MTs )	SQM	130

## PAINTING & BLAST CLEANING

Sl no	RS No.	BROAD DESCRIPTION OF "SPRS"	UOM	Rate per UOM
23	22880	Blast cleaning of jobs upto 50 kgs	SQM	160
24	22881	Blast cleaning of jobs above 50 kgs and upto 100kg	SQM	160
25	22882	Blast cleaning of running metre items upto 100 Kg	SQM	130
26	22883	Blast cleaning of running metre items above 100 kgs	SQM	120
27	22884	Blast cleaning of jobs above 100kg to 5 MTs ( other than ducts )	SQM	140

**SECTION IV - GENERAL CONDITIONS**

**I- DEFINITIONS**

Throughout these conditions and in the specifications “**THE CONTRACTEE**” means the **Bharat Heavy Electricals Limited**, acting through the Additional General Manager/OUT SOURCING, Tiruchirapalli-14, unless the context otherwise provides “**THE CONTRACTOR/VENDOR** ” means the person, firm, vendor or company with whom the Purchase Order under this contract is placed and shall be deemed to include the Contractor’s successors (approved by the Contractee) representatives, heirs, executors and administrators as the case may be unless excluded by the terms of the Contract. “**DRAWINGS**” means the drawings exhibited or provided for the guidance of the Contractor by the Contractee.

**II- EXECUTION**

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Contractee, or the Inspecting Officer who shall have power to reject any of the Structural which he may disapprove; and his decision thereon and any question as to the true intent and meaning of the specifications of drawing or of the work necessary for the proper completion of the contract, shall be final and conclusive. The contractee may require alteration if any to be made during the progress of work and should these alterations be such that either party to the contract considers as an alteration involving change in cost such alteration shall not be carried out until amended cost have been submitted by contractor and accepted by the Contractee. Should the Contractor proceed to work without obtaining the consent of the Contractee in writing to an amended cost of work the Contractor shall be deemed to have agreed to execute the work at such charges as may be considered reasonable by the Contractee.

**III- FORCE MAJEURE**

If any time during the continuance of this Contract the performance in whole or part by either part of any obligation under this contract shall be prevented or delayed by reasons of war, hostilities, acts of public enemy, civil commotions, sabotage, fires, floods, explosions, epidemic quarantine restrictions or acts of God (herein referred to as events), provided the notice of the happenings of any such events is given by either party to other party within 21 (Twenty one) days from the date of occurrence thereof, either party shall by reason of such event not be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as possible after such event has come to an end or ceased to exist and the decision of the Contractee as to whether such event has come to an end or has ceased exist shall be final and conclusive. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Contractee subject to prompt notification by the Contractor to the Contractee of the particulars of the events and supply to the Contractee if required of any supporting evidence. Any waiver of time

**SECTION IV - GENERAL CONDITIONS**

in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining work schedules.

**IV- TERMINATION OF CONTRACT/RISK PURCHASE**

If as a result of difficulty in procurement of materials which is justified with proper documentary evidence and BHEL's concurrence or due to force majeure reasons or any other reasons whatsoever the contractor is unable to keep the delivery schedule of the Contractee, the Contractee to the extent considered necessary may grant extension of time. Should there be delay in work, beyond the extended date of delivery, it shall be open to the Contractee to terminate the contract in part or full and make other arrangements for executing work elsewhere at the cost and risk of the Contractor. Any cost implication towards such alternate procurement shall be recovered from the Contractor

**V- INTERPRETATION**

The Contractee shall decide any dispute or difference of opinion in respect of the interpretation, effect or application of this particular condition of the Contract or the amount recoverable hereunder from the contractor and the decision shall be final and conclusive.

**VI- BOOK EXAMINATION CLAUSE:**

The Contractor shall whenever required produce or cause to be produced for examination by any Officer of the Contractee authorized in that behalf, any cost or other account book or account voucher, receipt letter, memorandum, paper or writing or any copy extract from any such document and also furnish information and returns verified in such a manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such officer of the Contractee on this question or relevancy of any documents, information or return being final and binding on the Parties). The obligation imposed by this clause is without prejudice to the any other obligation under the contract / purchase order or under any statutes/ rules or orders binding the contractor. The contractor shall if the authorized officer or the Contractee so required (whether before or after the prices have been finally fixed), afford facilities to the officer of the Contractee concerned to visit the contractors works for the purpose of examining the process of manufacture and estimate or ascertaining the cost for production of the articles, if any portion of the work be carried out by a sub-contractor of any subsidiary of an allied firm or company, the authorized officer of the Contractee shall have power to secure the books of such sub-contractor, or any subsidiary or allied firm or company shall be open to his inspection.

**VII –SET OFF CLAUSES**

Notwithstanding anything contained herein, the payment shall be subject to the deduction of any amount for which the vendor is liable directly or indirectly under this contract or any other contract of the vendor or any other vendor's contract where the proprietor/any of the partners /directors of the present vendor is/are proprietor/director/s /partner/s , in respect of which BHEL, Tiruchirapalli is a Contractee”

**SECTION IV - GENERAL CONDITIONS**

**VIII -LAWS GOVERNING THE CONTRACT**

The Laws of Government of India in force shall govern the Contract. Irrespective of the place of the execution of the Contract /place of payment under the contract, the contract shall be deemed to have been made at the place at which the acceptance of the offer has been issued.

**IX -JURISDICTION OF THE COURT**

The Courts at Tiruchirappalli, Tamil Nadu alone shall have jurisdiction to decide any dispute arising out of or in respect of the contract.

**X -THE GLOBAL COMPACT**

Global Compact is a signature initiative of United Nations Secretary General Kofi Annan and Four United Nation Agencies:

- ❖ Office of the High Commissioner for Human Rights
- ❖ International Labour Organisation
- ❖ United Nations Environment Programme
- ❖ United Nations Development Programme

This is a broad based initiative and engages:

- ❖ Individual Companies
- ❖ Business Associations
- ❖ International Labour
- ❖ Human Rights, Environment and
- ❖ Development Organisations
- ❖ Academic & Public Policy
- ❖ Institutions and United Nations

The Contractee (BHEL) is a member of this Global Compact. As a participating company, we have the obligation to

- ❖ Support and respect Human Rights within our spheres of influence.
- ❖ Make sure we are not complicit in Human Rights abuses.
- ❖ Make sure we are not employing Forced or compulsory labour.
- ❖ Refrain from employing Child Labour
- ❖ Eliminate discrimination in our hiring and firing policies.
- ❖ Support a precautionary approach to Environmental challenges.
- ❖ Undertake initiatives to promote greater environmental responsibility.
- ❖ Encourage development and diffusion of environmentally friendly Technologies

Contractor shall also ensure to fall in line with the above principles.



## **SECTION V**

List of approved sources for the following are given in Appendix – I.

- Raw material supplier list
- Welding Consumables
- Paints & Thinners
- Heat Treatment
- Blast Cleaning & Painting
- NDT

List of approved sources shall be updated by BHEL. Latest updation (addition/deletion) shall be uploaded in B2B portal. Subcontractor must ensure that latest list of BHEL approved sources is followed for execution of PO.

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**Section VI: Quality documents & Technical Delivery Condition (TDC)**

DOC TYPE	DESCRIPTION	DOC REF (LATEST REVISIONS TO BE REFERRED)
STANDARD QUALITY PROCEDURE (SQP)	GENERAL STRUCTURES	SQPNP07
	DUCT & HOPPER	SQPNP01
QUALITY CONTROL PROCEDURE (QCP)	NON- PRESSURE PARTS	QCP002
STANDARD INSPECTION PROCEDURE (SIP) & CIP	PROCEDURE FOR VISUAL INSPECTION OF NON PRESSURE PARTS	SIPNP06
	WELDING/WELDER QUALIFICATION FOR STRUCTURAL APPLICATIONS	SIPNP07
	PROCEDURE FOR PWHT(LOCAL) AT BHEL VENDOR WORKS	SIPNP11
	GUIDELINE FOR PROCUREMENT OF MATERIAL FOR OVM VENDORS	SIPNP14
	STANDARD PAINTING SCHEME	SIPPP22 Rev 07
	REMOTE INSPECTION	SIPNP24
MANUFACTURING QUALITY PLAN (MQP)	C276 CLADDED CS PLATES	4200-109-001-RPT-QVM-Q-047
	FGD BOLTED & ABSORBER STRUCTURES	4200-109-001-TRICHY -QVM-Q-002
PRODUCT INSPECTION CATEGORIZATION LIST *	SIPAT PROJECT	9545-109-109-001-TRY/RPT-QVM-Q-050
RAW MATERIAL TDC	TITANIUM CLADDED CARBON STEEL PLATES TO SPECIFICATION ASTM B898 FOR FGD**	TDC0213
	UNS N 10276 CLADDED CARBON STEEL PLATES TO SPECIFICATION ASTM A265 FOR FGD**	TDC0211
	UNS N 10276 SHEET/ PLATE AS PER ASTM B575 FOR FGD APPLICATION**	TDC0212
	CS PLATES	TDC6386
PAINTING SCHEME *	PAINTING SCHEME FOR SIPAT PROJECT	9545-109-109-001-TRY-PVM-H-001
SPECIAL INSTRUCTIONS	Handling & Precutions	<b>Refer Section VI A</b>
		0-FZ-915-00144
	WELD DETAILS	0-FZ-910-00002
		0-FZ-915-00143

\* RS (Rate Schedule) wise PGMA Details are below for referring above documents:

RS	PGMA
RS01	FZ-900, FZ-901, FZ-902, FZ-910, FZ-930 & FD-486
RS02	FZ-915, FZ-920, FZ-925
RS03	FZ-915, FZ-920
RS04	FZ-910
RS05	FD-492
RS06	FD-492
RS07	FD-492

**\*\* During PO execution stage, Fabricator shall obtain signed acknowledgement on these TDC documents from their preferred raw material supplier available in the list of raw material suppliers approved by BHEL.**

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**Section VI A**  
**(Special Instructions)**

**C276, C276 clad & Titanium clad raw materials:**

**Machining/Shearing**

- Depth of cut and feed shall be appropriately set so that there are no Black Spots in the C276, C276 clad & titanium clad material. For example, preferably High Depth of cut and Low feed will ensure no black spots
- Shearing shall be done by tool capable of shearing the C276, C276 clad & titanium clad material.

**Heating, Pre heating and Post heating**

- Any kind of heating the C276, C276 clad & titanium clad raw material should not be done.

**Peel Off Operation**

- Manual grinding operation shall be adopted for peeling off the C276 clad & titanium clad from the clad raw material.
- Specialised Carbide tip grinding tool (for Eg Preferably Silicon Carbide Tip/Wheel) may be used.
- After grinding activity, finishing needs to be done using SS Wire Brush.

**Cutting**

- Gas Cutting activity should not be done for the C276, C276 clad & titanium clad raw material.
- Cutting shall be done by plasma cutting.

**Bending**

- Bending operation and Bending related tests are not applicable.

**General Points (if any)**

- Proper cleanliness to be ensured while handling C276, C276 clad & titanium clad. No bare handling, lint free & starch free white hand gloves to be used.
- If any cleaning to be done in C276 & titanium, cleaning with spirit is recommended.
- Wrap the edges or EP if any with lint free white cloth or polythene cover to avoid dust accumulation.
- In case of fine polishing/cleaning Birla emery can be used.

**STORAGE AND HANDLING OF C276-CLAD & TITANIUM CLAD PLATES**

**Shipping Guidelines**

- C276/Titanium side of the casing panel to be protected
- Loading and Unloading has to be done carefully with suitable lifting equipment to avoid damage to the ends
- No part of chain should touch plate ends. Provide soft lined material at corners while lashing during transportation.

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**Section VI A**  
**(Special Instructions)**

- The Consignment is to be protected from Rain/water ingress during transportation
- Good wooden block /Sleeper is to be used to prevent it from disintegrating due to load
- The Consignment is to be prevented from Sliding/slipping during transportation
- Metallic Rubbing on C276 side is to be avoided

**Fabrication Guidelines**

- Handling of the plates shall be done carefully to avoid any damage to the ends.
- Major scratches on the C276/Titanium Side of the plate shall be avoided
- All clamps/ erection tools to be provided on the CS side of the plates No welding of clamps/erection tools to be carried out on the C276/Titanium Side of the plates.
- Any form of rolling/bending of the plates may be carried out with Soft Lined Roller facing the C276/Titanium side of the plates.
- Cutting of the plates shall be carried out preferably by grinding/ plasma cutting.
- **QP shall be strictly followed.**

**Storage Guidelines**

- The plates shall be stored in dry conditions, preferably in covered sheds to avoid corrosion on the CS Side of the plates.
- In case of Construction locations with limited storage conditions, complete protection shall be ensured from water ingress by using storage at raised platforms.
- Erectors are suggested to ensure that the height of the platforms on which the material is stored is high enough to ensure that water does not come in contact with the plates, as the MS Side of the plates is not corrosion resistant. Use of raised concrete platforms or concrete blocks is recommended for raising the height of the plates.
- Such plates stored in open, are suggested to be covered thoroughly with tarpaulin.
- Wooden blocks for raising the height of the plates is not suggested.
- It is suggested that the plates are segregated with separators to avoid scratches/ damage to the plates during lifting and transportation
- The construction staff shall regularly witness the storage conditions of the plates and ensure that the storage is compliant.

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

**IFSC AND MICR CODE**

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_<sup>1</sup> through its Unit at.....(name of the Unit) having awarded to ( Name of the Vendor / Contractor / Supplier ) (VENDOR CODE ) with its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----)/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----<sup>6</sup> ( Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

SECTION VII

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>8</sup>we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>6</sup>

SECTION VII

- b) This Guarantee shall be valid up to .....<sup>7</sup>
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date <sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

**SECTION VIII**  
**List of Consortium Banks**

Sl.	Name of the bank	
1	State Bank of India	
2	Canara Bank	
3	Axis Bank	
4	Bank of Baroda	
5	Central Bank	
6	Citi Bank N.A.	
7	Deutsche Bank **	
8	Exim Bank	
9	Federal Bank Limited	
10	HDFC Bank Limited	
11	Hongkong and Shanghai Banking Corporation Ltd	
12	Indian Bank	
13	ICICI Bank Limited	
14	IDBI Bank Limited	
15	IndusInd Bank Limited	
16	Indian Overseas Bank	
17	Kotak Mahindra Bank Limited	
18	Punjab National Bank	
19	RBL Bank Ltd.	
20	Standard Chartered Bank	
21	Union Bank of India	
22	Yes Bank Limited	
	TOTAL	

Annexure-1

**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

### Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.



**M. MADHAPPAN**  
ADDL. GENERAL MANAGER  
OUTSOURCING  
BHEL, TRICHY - 620 014.

**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

**Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

  
**M. MADHAPPAN**  
ADDL. GENERAL MANAGER  
OUTSOURCING  
BHEL, TRICHOVUR

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.



**M. MADHAPPAN**  
ADDL. GENERAL MANAGER  
OUTSOURCING  
BHEL, TRICHY - 620 014.

**Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

4. 

For & On behalf of the Principal  
 (Office Seal) **M. MADHAPPAN**  
**ADDL. GENERAL MANAGER**  
**OUTSOURCING**  
**BHEL, TRICHY - 620 014.**

Place \_\_\_\_\_  
 Date \_\_\_\_\_

Witness: Sunil Kumar  
 (Name & Address) \_\_\_\_\_  
**SUNIL KUMAR**  
**SENIOR MANAGER**  
**OUTSOURCING**  
**BHEL, TRICHY - 620 014.**

For & On behalf of the Bidder/ Contractor  
 (Office Seal)

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_

**Annexure-A**  
**(Pre-Qualification Requirements - Technical)**

**BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI**

**OUTSOURCING**

**Pre Qualification Requirement (PQR) for Fabrication of Structures & Ducts involving C276, C276 Cladded & Titanium Cladded Materials**

**Firm Name, Address and Contact No.:**

**Part-A (Mandatory)**

SI No	Parameter for evaluation	Applicable Jobs	Minimum Required	As given by Firm	BHEL's Observations	Remarks	Ok/Not Ok
<b>LAND DETAILS :</b>							
1	Land area. (If land is taken under lease, registered lease deed for 3 yrs period is required)	ALL	0.9 Acres				
2	Fencing/Compound wall	ALL	All around				
3	Covered Shed	ALL	10 M X 10 M or equivalent to 100 sq.m with minimum width of 8 m				
<b>EB POWER</b>							
4	Power capacity	ALL	45 HP				
<b>HANDLING FACILITIES</b>							
5	Material handling crane capacity with stability certificate (Mobile crane / A frame / EOT )	ALL	12 MT				
<b>SPECIFIC MACHINES :</b>							
6	Three roller bending machine (for min 7 mm plate thickness)	<b>For RS01, RS06 &amp; RS07 Only</b>	Inhouse / Outsourced (If outsourced - Fabricator tie-up for machine shall be from BHEL approved vendor)				
7	Auto welding M/C (SAW) with track facility and 45 degree fixtures	<b>For RS01 Only</b>	2 Nos, minimum 800 amps, track of minimum 15 mtr continuous length				
8	(SMAW)Welding M/c 400 Amps Inverter	ALL	4 Nos				

**Annexure-A**  
**(Pre-Qualification Requirements - Technical)**

SI No	Parameter for evaluation	Applicable Jobs	Minimum Required	As given by Firm	BHEL's Observations	Remarks	Ok/Not Ok
9	Portable drilling machine (Min 25 mm)	ALL	1 No				
<b>OVEN:</b>							
10	Electrode baking oven	ALL	1 No				
11	Electrode holding oven	ALL	1 No				
12	Flask Oven	ALL	3 nos				
<b>INSPECTION FACILITIES</b>							
13	MPI Unit with calibration block (Prod type - 1000 A)	ALL	1 No				
14	LPI Kit	ALL	1 Set				
15	Level II LPI/MPI qualified Personnel with valid certificate	ALL	1 Person				
<b>MEASURING INSTRUMENTS</b>							
16	Tape 3m,5m,20m *	ALL	each 2 Nos				
17	Vernier 0-200mm	ALL	1 No				
18	Feeler Gauge	ALL	1 No				
19	Weld fillet gauge 25 MM	ALL	1 No				
20	Try square	ALL	1 No				
21	Sprit level	ALL	1 No				
22	Water level checking arrangement	ALL	1 No				
<b>GRINDING &amp; DRILLING MACHINES:</b>							
23	Bench Grinding	ALL	1 No				
24	Manual / Portable AG (Type 5&7)	ALL	2 Nos Each				
25	Drilling machine (Min 25 mm)	ALL	1 No				

**Annexure-A**  
**(Pre-Qualification Requirements - Technical)**

SI No	Parameter for evaluation	Applicable Jobs	Minimum Required	As given by Firm	BHEL's Observations	Remarks	Ok/Not Ok
<b>CUTTING MACHINE:</b>							
26	Manual Gas Cutting	ALL	2 Nos				
27	Plasma Cutting	ALL	1 No				
28	Shearing Machine (min 6 mm plates)	ALL	1 No				
<b>BLASTING &amp; PAINTING</b>							
29	BLAST CLEANING & PAINTING FACILITY	ALL	Inhouse / Outsourced from BHEL approved source.				
<b>MATERIAL ACCOUNTING (For OVM - Outsourcing with Vendor Material)</b>							
30	Raw Material Clearance System	ALL	Day Book Entry system or likewise.				
31	Raw Material Testing	ALL	Access to testing labs of BHEL or Any other NABL approved lab				
<b>RAW MATERIAL PROCUREMENT</b>							
32	List of Raw Material Suppliers for special grade materials i.e. C276 plates & sheets, C276 clad plates & Ti clad plates.	ALL	BHEL Approved Sources provided by BHEL or Other suppliers				
33	Pre-Qualification Requirements (PQR) for Raw Material Suppliers for special grade materials i.e. C276 plates & sheets, C276 clad plates & Ti clad plates.	ALL	<b>Applicable only for raw material suppliers other than BHEL approved sources.</b> Supporting documents for each of the raw material suppliers as per the PQR for raw material suppliers. <b>PQR for raw material suppliers is as per <u>Annexure-A3</u></b>				
<b>GENERAL</b>							
34	Items/Incidentals - Firm may provide confirmation on availability of such items		As specified in "Special Instructions" Annexure of the subject Tender.				

**Annexure-A**  
**(Pre-Qualification Requirements - Technical)**

Sl No	Parameter for evaluation	Applicable Jobs	Minimum Required	As given by Firm	BHEL's Observations	Remarks	Ok/Not Ok
<p><b>NOTE_1:</b>            * Tapes up to 5 m - Class II accuracy, above 5 m - Class I accuracy            A. Items in Sl.no: 10 to 13, 16 to 20 (Tapes - one time calibration) must have valid calibration certificate from any NABL accredited lab.            B. For Sl.no: 6 and 29 earlier executed POs or valid agreement for facility tie-up with BHEL approved source (in case source is not approved by BHEL, necessary approval shall be obtained - Refer Annexure for "Facility Check List - Blast Cleaning &amp; Painting") must be produced as per Annexure-A1</p>							
<b>Part-B: Final Recommendation (for BHEL use only)</b>							
Recommendation after checklist verification:							
Recommendation after Final assessment:							
Assessor.1-TCA (Final Assessment):				Assessor.2 - Co-assessor (Final assessment):			
<b>Important Notes :</b>							
01	Part-A requirement is a must for qualifying the firm. Hence, filling up all evaluation parameters is a must and all mandatory facilities shall be available at the time of final assessment						

## Annexure-A1

### (Check List for enlistment of NON-BHEL approved blasting and painting sources)

BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPALLI						
OUTSOURCING						
Facility Check List - Blast Cleaning and Painting						
Firm Name, Address and Contact No.:						
Part-A (Mandatory)						
Sl No	Parameter for evaluation	Minimum Required	As given by Firm	BHEL's Observations	Remarks	Ok/Not Ok
1	Land area	1 acre (for firms applying exclusively for blasting & painting).				
2	Covered shed	1 No. L = 12 m, H x W = 6 m x 4 m with suitable exhaust arrangement (with minimum two sides covered apart from roof) (Exclusive for blasting / painting)				
3	Handling Facility	EOT / Mobile Cranes - 12 MT min / as per job requirement (Mobile crane may be owned or leased)				
4	Qualified/Certified painter	1 Person				
5	Certified personnel for surface coating inspection	1 Person				

## Annexure-A1

### (Check List for enlistment of NON-BHEL approved blasting and painting sources)

SI No	Parameter for evaluation	Minimum Required	As given by Firm	BHEL's Observations	Remarks	Ok/Not Ok
6	Blasting facilities	<p><b>a.</b> Centrifugal * (electrically operated) or Compressor - 1 No. with Flow: minimum 250 CFM, Air outlet pressure: 7 Kg/cm<sup>2</sup>,</p> <p><b>b.</b> Oil separator / Water separator (inbuilt in compressor or separate unit)</p> <p><b>c.</b> Blasting nozzles with throat size of min 7 mm (Venturi or Straight bore and 45 deg taper type along with taper gauge to check nozzle size)</p>				
<p>* - centrifugal setup must be with electrical motors &amp; auxiliaries in an arrangement to obtain a blasting finish of SA 2.5 with profile roughness of 30-50 micron. For centrifugal setup, blasting chamber size shall be 1500 x 1500 mm<sup>2</sup> (minimum).</p>						
7	Abrasive media for blasting	Cu. Slag/Steel Shots/Steel grits				
8	Paint filters	80-100 micron (Nylon mesh / Muslin cloth)				
9	Blotter testing facility to check quality of compressed air	1 No. (Test kit)				
10	Airless spray equipment with suitable nozzles (eg. 2xx, 3xx, 4xx, etc)	1 Set mandatory				

## Annexure-A1

### (Check List for enlistment of NON-BHEL approved blasting and painting sources)

SI No	Parameter for evaluation	Minimum Required	As given by Firm	BHEL's Observations	Remarks	Ok/Not Ok
11	Powered agitators (Electrical or pneumatic) for proper mixing of paints	1 No.				
12	Solvents used for degreasing	Organic solvent / Alkaline cleaner				
13	Measuring instrument for surface roughness	Surface Profile meter (0-100 $\mu$ ) (Elcometer)- 1 No.				
14	For measurement of temperature for dew point & Relative Humidity (RH)	Digital measurement of RH / whirl type (dry bulb, wet bulb, RH chart)				
15	For measurement of metal temperature	Thermocouple - Contact type / Laser type				
16	Coating thickness gauge	For wet film thickness - Comb gauge - 1 No. and For dry film thickness - DFT Meter - 1 No. (0-500 micron) (Elcometer/ Defelsko)				
17	Adhesion test: Cross / X-Cut test as per ASTM D3359 with pressure sensitive tape	1 set				

## Annexure-A1

### (Check List for enlistment of NON-BHEL approved blasting and painting sources)

Sl No	Parameter for evaluation	Minimum Required	As given by Firm	BHEL's Observations	Remarks	Ok/Not Ok
18	Surface cleanliness check for dust: Tape Test	1 set				
19	Surface contamination check instrument (any method to identify salt contamination)	1 set				
20	Log book	Record book				
21	Lab / Separate room to store all analytical gauges, measuring devices and consumables.	1 No.				
22	Safety appliances / masks for spray painting and other PPEs	For all personnel engaged				
23	Availability of Pictorial Std for blasting profile and for rust grades	NACE or ISO 8501-1				
24	Shade Card	As per IS 5 (eg: Shade no: 176, 692, etc)				

**NOTE\_1:**

**A. Items in Sl.no: 13 to 16 and 19 must have valid calibration certificate from any NABL accredited lab.**

## Annexure-A1

### (Check List for enlistment of NON-BHEL approved blasting and painting sources)

Sl No	Parameter for evaluation	Minimum Required	As given by Firm	BHEL's Observations	Remarks	Ok/Not Ok
<b>Part-B: Final Recommendation (for BHEL use only)</b>						
Recommendation after document verification:						
Recommendation after final assessment:						
Assessor-1 (Final assessment):			Assessor-2 (Final assessment):			
<b>Important Notes :</b>						
01	Part-A requirement is a must for qualifying the firm. Hence, filling up all evaluation parameters is a must and shall be available at the time of spot visit					

# NIT 2022OVM16

## Annexure A2

(List of Raw Material suppliers for C276 plates & sheets, C276 cladded plates & Ti cladded plates) - Format

SL No.	Supplier Name	Supplier Address	Raw Material Specification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

For the suppliers who are not approved by BHEL, Supporting documents as per Annexure-A3 has to be submitted.

## **NIT 2022OVM016**

### **Annexure-A3**

#### **(Pre-Qualification requirements (PQR) for the Raw Material Suppliers)**

To qualify as per PQR in Annexure-A, Vendor shall furnish following supporting documents for the raw material suppliers other than the BHEL approved sources.

**A. Pre-Qualification requirements (PQR) for the suppliers of CS Plates clad with Titanium Sheet, CS Plates clad with C276 sheet and C276 Plates/Sheets as follows**

**Specifications**

- Clad Plates (7 mm & CS Plates as per specification IS 2062 E250 GrA/ASTM A36 clad with 2 mm Titanium sheet to spec ASME SB265 GR2 conforming to ASTM B898
- Clad Plates (7 mm, 8 mm & 12 mm CS Plates as per specification IS 2062 E250 GrA/ASTM A36/SA515 Gr70 clad with 2 mm C276 to spec B575 UNS N10276

**Organizational Capability of Raw Material Suppliers:**

1. Manufacturers/supplier must have Mills with Plate rolling & Explosion Bonding or hot rolled or combination of Explosion Bonding or hot rolled facilities. Fabricators, re-rollers and stockists are not acceptable and will not be considered for evaluation. Supplier to indicate the nature of the Firm. Product catalogue shall be submitted.
2. Suppliers without basic manufacturing facilities in-house, shall not be considered for evaluation. In house facilities for Heat treatment and NDE are mandatory requirements. Details of the mill with list of manufacturing facilities and List of testing equipment's & Instruments to be submitted.
3. If the supplier is not having steel making facility, then source of raw material for CS Plates and Titanium Sheets shall be indicated. If the supplier is dependent on more than one source for steel making, all the sources should be indicated; and the supplies should be restricted to the indicated list of raw material suppliers. For the submitted raw material sources, the supplier shall confirm that the raw material test certificate/s will be furnished along with product test certificate/s.
4. Chemical and Mechanical testing facility shall be available in house or at Labs certified as per ISO 17025.
5. Supplier shall have a valid ISO 9001 certificate or Quality management system certificate or Written down procedure.
6. Supplier's confirmation to the tendered specifications and TDC are mandatory for consideration of offer and a signed copy of TDC by supplier shall be submitted.

**B. Pre-Qualification requirements (PQR) for the suppliers of C276 Plates/Sheets**

Pre-Qualification requirements (PQR) for the procurement of C276 Plates/Sheets as follows:

**NIT 2022OVM016**

**Annexure-A3**

**(Pre-Qualification requirements (PQR) for the Raw Material Suppliers)**

**Specification:**

**2mm & 6mm C276 to spec B575 UNS N10276**

1. Manufacturers/supplier must have Mills with Plate rolling. Fabricators, re-rollers and stockists are not acceptable and will not be considered for evaluation. Supplier to indicate the nature of the Firm. Product catalogue shall be submitted.
2. Suppliers without basic manufacturing facilities in-house, shall not be considered for evaluation. In house facilities for Heat treatment and NDE are mandatory requirements. Details of the mill with list of manufacturing facilities and List of testing equipment's & Instruments to be submitted.
3. Chemical and Mechanical testing facility shall be available in house or at Labs certified as per ISO 17025.
4. Supplier shall have a valid ISO 9001 certificate or Quality management system certificate or Written down procedure
5. Supplier's confirmation to the tendered specifications and TDC are mandatory for consideration of offer and a signed copy of TDC by supplier shall be submitted.

**Essentials for all the rate schedules:**

**Past Experience/ Performance:**

1. Suppliers shall indicate their annual installed capacity for the tendered specifications & it shall be more than the tendered quantity.
2. Supplier shall have supplied clad plates, sheets in the tendered specification.
3. Supply credentials in the recent past like unpriced PO copies with corresponding proof of supply (such as invoice/bill of lading copies and test certificates covering minimum and maximum sizes shall be submitted. If credential is not available for any specific tendered size, then a specific declaration shall be submitted by mill stating the capability to produce that quoted size/s.

**Necessary supporting documents shall be submitted for meeting each of the above Pre-Qualification Criteria for evaluation of the offers.**

**BHEL reserves the right to consider/Not-consider the offers based on the evaluation of documents submitted for the above Pre-Qualification Criteria. BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.**

**(ON BIDDER'S LETTER HEAD)**

**NIT: 2022OVM016**

**Annexure-B (Financial Soundness)**

I/We, \_\_\_\_\_, on behalf of the  
\_\_\_\_\_  
Vendor Code \_\_\_\_\_ do hereby undertake the following:

Sl. No.	Description	DOCUMENT PROOF ENCLOSED (YES/NO)
1	Copy of Factory Incorporation Certificate enclosed	
2	Audited copies of annual reports (Balance Sheet and P&L account) with CA membership number for the last three years or from date of incorporation, whichever is earlier.	
3	Latest IT Return copies for the last 3 years or from date of incorporation, whichever is earlier.	
4	Certificate from banks (with Banker's seal and Authorized signature with Name/Contact details) for Credit Limit (Solvency Certificate) as given in NIT. The Solvency Certificate submitted along with their offer should be within <b>3 months</b> from the date of Part I Opening of this tender enquiry. List of Consortium Banks from whom participating Vendor can obtain the required certificate is given in Section VIII of this NIT.	

**Note:**

**For a new Firm which is unable to submit Balance Sheet and IT Return copies, Solvency certificate issued by bank for a value as given in NIT and Copy of Factory Incorporation Certificate is to be submitted.**

**Signature of Authorized person with seal**