



## INVITATION TO TENDER

Ref : OS/20-21/2438/PVLG/03/049

Date : 19.10.2020

Sub : **Fabrication of Pressure Vessels against S.O. 2438 at Lova Garden site, Visakhapatnam for HPCL, Visakhapatnam project of M/s LTHE**

Dear Sir,

Sealed tenders are invited for the subject work in **two part bid** system from Vendors who are experienced in fabrication of similar jobs subject to the following eligibility criteria :

### **ELIGIBILITY CRITERIA**

- (1) Bidders shall have an experience of executing similar works (i.e. **Fabrication of Pressure Vessels / Storage Tanks for Process Industries / Power Plants**) for a minimum of one project as on 30th Sept'2020. Bidders shall have to enclose Work Orders and Work Completion Certificates in support of the same.
- (2) Average Annual Turn Over of the bidders for the last 3 financial years should be a minimum of **Rs.135 Lakhs**. Bidders shall enclose IT Returns and other necessary documents in support of the same.
- (3) Bidders shall have to enclose the documents of Registration of Firm, EPF, ESI, PAN, GSTIN, Udyog Aadhar Memorandum, etc.
- (4) The works executed in the name of individual / firm of the tenderer will only be considered for eligibility criteria.

### **1. LOCATION OF WORK SPOT :**

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

### **2. VENDOR'S SCOPE OF WORK :**

- 2.1 Details of the Vessels to be fabricated for HPCL, Vizag project of M/s LTHE are as follows:

(a) Sulphiding Chemical Drum (SA 516 GR 70)	- Tag No. 504-V-315	: 1 No. @ 130 MT
(b) Catalyst Inventory Holding Bin (SA 516 GR 70 – NACE)	- Tag No. 504-V-607 A/B/C	: 3 No. @ 190 MT each
(c) LP Flare K.O. Drum (SA 516 GR 70 - NACE + HIC)	- Tag No. 504-V-802	: 1 No. @ 130 MT
(d) HP Flare K.O. Drum (SA387GR22CL2 with SS 347 Clad)	- Tag No. 504-V-805A	: 1 No. @ 170 MT

**It may be noted that the weights indicated above are tentative and may vary since detailed engineering is not completed.**

- 2.2 Complete fabrication of the Vessels **excluding rolling of shell / skirt segments** as per **ASME U Code**, applicable approved drawings, QAP, WPS, Painting Schedule, Approved Procedures, Specifications & Standards, etc. and it includes the following activities but not limited to the same :

#### **a) Dished Ends :**

All dished ends of vessels except boot dished ends shall be made in Petals & Crown form. Cold Formed Petals & Crown after Edge preparation, Trial Assembly, Match marking, dismantling into loose petals & crown will be transported to Lova Garden site by the dished end vendors.

- (1) Unloading of Boot Dished Ends, Loose Petals & Crowns received from Dished End Vendors.
- (2) Forming of Dished ends which involves assembly of the Petals & Crown segments, Fit-up, Welding, NDT as per approved drawings along with Production Test Coupons as per approved QAP.
- (3) 100% PT on Knuckle inside & outside including Welds and Weld Edge Preparation as per approved QAP.
- (4) 100% WFMT (Wet Fluorescent Magnetic Particle Testing) on chipped back L-Seam welds as per approved QAP.
- (5) 100% RT of L-seam Welds & C-seam welds as per approved QAP.
- (6) Central Hole, if any, on the Dished End shall be plugged followed by 100% RT.
- (7) Height Marking, Cutting of extra height and Edge preparation at SF as per the applicable drawings / QAP.
- (8) 100% UT of Complete Dished End as per SA578 Level-C.
- (9) PWHT / SR of Dished Ends shall be carried out along with the vessel after assembly & welding of Dished ends to the Shell sections **by a separate agency engaged by HPVP.**

**b) Vessels :**

- (10) TATA ALC Crane 75 T (One No.) and Demag Crane 300T (One No.) will be mobilised to Lovagarden site by HPVP.
- (11) Diesel required for Operations of TATA ALC Crane 75 T (One No.), Demag Crane 300T (One No.), DG Set and for PWHT (if by Diesel firing) will be issued by HPVP. However, Vendor has to arrange for the transportation of the same from HPVP to Lovagarden site by engaging Vehicles & Manpower.
- (12) Collection of all free issue materials, fabricated components, BOC, etc., from HPVP Shops / Stores and Transportation to Lovagarden Site including unloading at Site.
- (13) Rolled shell / skirt segments shall be collected in assembled & tack welded condition at Lova garden site.  
**Rolling of Shell / Skirt segments and Forming of shell sections with Tack / Stitch welding of L-seams will be done by a separate agency at Lovagarden site.**
- (14) Rerolling as per requirement after welding of L-seams including mobilisation of Rolling Machine suitable for the shell / skirt thickness of the vessels.
- (15) Welding of L-seams of Main Shell as per drawings along with Production Test Coupons including DPT & WFMT of L-seams as per approved QAP.
- (16) For Eqpt. No. 504-V-802, Fabrication of Boot Shell **including rolling**, Assembly, Fit-up & Welding of Boot including NDE as per approved drawings and approved QAP.
- (17) Weld Edge Preparation including DPT, Assembly, Fit-up & Welding of C-seams of Shell to Shell, Shell to Dished end, Boot Shell to Boot Dished end and Main Shell to Boot Assembly including WFMT of C-seams as per approved QAP.
- (18) 100% DPT & WFMT on chipped back L-seam & C-seam Welds of Dished Ends and Main Shell as per approved QAP.
- (19) RT of all L-seam Welds and Production Test Coupons as per approved QAP.
- (20) RT of C-seam Welds as per approved QAP.
- (21) Fabrication of Plate Fabricated Nozzles **including Rolling** as per drawings including 100% RT.  
For nozzles with dia. less than 6" only, rolling of the plates to form Nozzles will be done in BHEL-HPVP shop. However, fit up, assembly, welding of L-seams & C-seams, NDT etc. are to be carried out by the Vendors.
- (22) Fabrication of Nozzle Sub-assemblies involving Fit up & Welding of C-seams of Pipes, Elbows, Flanges, Nozzles including DPT of Weld Edges after root run & final weld and RT on C-seam welds as per approved drawings & approved QAP.
- (23) Marking & opening of Nozzles and Access / Man way openings on Shell & Dished end as per approved drawings & QAP.

- (24) Fit up & Welding of Nozzles / Sub-Assemblies on Shell & Dished ends including PT on Weld edges, on Root Run & on Final Welds and 100% RT on Lip type C-seam welds as per approved drawings & QAP.
- (25) 100% UT on the seam of Nozzle to Shell and Nozzle to Pipes.
- (26) Fabrication of RF pads, Assembly & Welding with the Vessel and Pneumatic Test as per approved drawings & approved QAP.
- (27) Fabrication of Skirt Sections & Wrapper Plates, Assembly, Fit up & Welding with the Vessel as per drawings including 100% DPT on welds, NDT as per approved QAP.
- (28) Fabrication of Saddles, Assembly, Fit up & Welding with Vessels as per drawings including 100% DPT on welds & NDE as per approved QAP.
- (29) **Tori Cone in petals of different sections, which are trail assembled & match marked as per the drawings will be issued by HPVP.** Forming of Toricone sections involving Assembly, Fit-up & Welding of the Tori Cone Petals including NDT as per approved drawings & QAP is to be carried by Vendor.
- (30) Assembly, Fit-up & Welding of the Tori Cone sections with the Vessel including NDT of C-seams as per approved drawings & QAP.
- (31) Fabrication of Temporary Saddles as per drawings, if required for Stress Relieving of Vessels in Sections.
- (32) Fabrication of Externals like Compression & Base Rings, Trailing Lugs, Anchor Chairs, Lifting Trunnions, Stiffener Rings, Insert Plates, Earthing Lugs, Ladders, Man Way Davit, Pipe Davit, Level Taps, Inlet Deflector Baffle, Weir Plate, Insulation Supports, Cleats, Thermocouple / Instrument Tapings, Platform & Ladder Clips, etc., and Assembly & Welding of the same with the Vessels as per the approved drawings including NDE (Spot PT) as per approved QAP.
- (33) Fabrication of CS / LAS / SS Internals like Strainer, Vertex Breaker including Drilling of Holes on CS / SS pipe by CNC machine, Steam Coil Arrangement including pre-heating of joints, Ladder Rungs, Internal Pipe & Guide Supports, Inlet Deflector Baffles, Nozzle Internal Connections, Pipe Support Clips, etc., Assembly & Welding of the same with the Vessel as per the drawings including NDE (Spot PT) as per approved QAP.
- (34) 100 % UT on Pressure retaining welds after PWHT / Stress Relieving of the Vessels as per Approved QAP.
- (35) Spot PT on internal and external welds as per Approved QAP.
- (36) All NDT activities like DPT, MPT, RT, UT, etc., shall be carried out by the Vendor as per approved QAP by NDT personnel qualified by BHEL / AIA as per BHEL Procedure No. BHEL: NDE: WP01 for qualification of NDE personnel.
- (37) NDT agency engaged by fabrication contractors shall have to ensure that their NDE personnel are qualified by BHEL in advance before start of the job.
- (38) PWHT will be carried out by a separate Specialised Agency engaged by HPVP. The method of PWHT i.e. (1) Internally by diesel Firing (2) Electrical Resistance method (3) External firing by Box Furnace is yet to be finalised. However, any assistance required for the Stress Relieving of the Vessels like preparation & fixing of Bulk Heads, Handling, Shifting & Placing the Vessels on Saddles, Rotation of the equipment, Welding of Thermocouples etc. as per the requirements of SR Agency are to be carried out by the vendor.
- (39) UT and Hardness Test after SR but before Hydro test as per approved drawings / QAP.
- (40) Testing of Water Samples at NABL approved laboratory for its suitability for Hydro test.
- (41) Hydro testing of Vessels followed by Drying & Cleaning.
- (42) Arranging of all the accessories required for the Hydrotest like Filling Pump, Pressurizing Pump, Calibrated Pressure Gauges including fabrication of Stems for Fixing of Pressure Gauges, Non-Return Valves etc.
- (43) Spot PT after Hydro Testing of Vessels as per Approved QAP.

- (44) Surface preparation by Blast Cleaning to Specification SSPC-SP-10 and Coating of Primer & Finish Paints as per approved Painting Schedule. All tests like Salt Contamination Test, Profile Gauge Check, Tape Adhesion Test, Holiday Check, Peel Off Test etc. required as per Project Specifications and BHEL Painting Procedure No. **SIP:H: PP:22**, Rev.0. shall be carried out by a qualified agency for testing of painting and obtaining stage wise inspection clearance from HPVP (QC) / AIA / LTHE as per approved QAP.
- (45) Fabrication of Structural Platforms & Spreader Beams for lifting beams as per Drawings.
- (46) Hydra Cranes up to 14MT capacity required for fabrication, unloading & loading at Lovagarden Site.
- (47) Handing over of Production Test Coupons to SR agency for PWHT / SR along with the Vessel.
- (48) Production Test Coupons after RT & PWHT shall be handed over to BHEL QC Laboratory for testing.
- (49) Offering for stage wise / final inspection and obtaining Clearance as per approved QAP from HPVP (QC) / AIA (BV) / LTHE.
- (50) Loading of Finished equipments onto the trailer using the BHEL cranes by providing necessary manpower, tools & tackles and welding of all temporary supports required for transportation of vessels.
- (51) Submission of economic Cutting Plans for all the plate materials, pipes, tubes and sections issued by BHEL and approval must be obtained from competent authority before taking up fabrication.
- (52) Wherever fabrication is done without proper approved cutting plans, any loss of materials arising due to the same will be recovered as per BHEL recovery rates.
- (53) Free issue items cleared by QC shall be collected within 5 working days from the date of intimation by OS without failure. Any delay beyond the 5 working days shall be considered for levying of L.D.
- (54) Technically Qualified Engineers, Safety Supervisors, Quality Control Engineers, NDT Evaluation Engineer (Level-II) & sufficient Supervisors shall be deployed for smooth execution & proper co-ordination of the job.
- (55) Welding to be carried out by ASME qualified welders only. Qualification of welders shall be carried out by the vendor at HPVP under supervision of BHEL / WT dept. at their own cost. However, Test Coupons shall be provided by BHEL as free issue.
- (56) Sufficient No. of Rollers & Idlers required for fabrication of Vessels in sections have to be arranged by the vendor.
- (57) All indirect materials, consumables (**except Welding consumables**) like gases, grinding wheels etc. required for fabrication
- (58) **All Welding electrodes including Filler Wire required for the job shall be free issue from BHEL -HPVP.**  
Any wastage or excess usage beyond BHEL assessed quantity shall be justified by the Vendor. Otherwise, the same shall be charged to the vendor's account at BHEL recovery rates.
- (59) Vendors shall have to engage sufficient skilled manpower for fabrication of all the ordered equipments simultaneously to meet the committed delivery schedules.
- (60) Vendor shall deploy sufficient no. of calibrated Welding machines, Main Ovens & Portable Ovens required for baking of electrodes, etc., at the site. All relevant documents shall also be made available for verification & approval by BHEL - HPVP (QC) / AIA.
- (61) Required tools & tackles like Measuring instruments, Thermal Chalks / Pyrometer, etc. shall be calibrated.
- (62) Vessels may require fabrication of Sections in Vertical position. All the Scaffolding materials like Pipes, Clamps, Jallies etc. for temporary platform works are to be arranged by the Vendor.
- (63) Equipment details shall be hard stamped by encircling with paint and stenciled in a specific format with details of Project name, Customer No., Work Order No., PGMA No., Weight etc., for identification and dispatch as per the instructions of the outsourcing department.

- (64) Any modification work due to revision of drawings during fabrication is to be carried out by the vendor without any extra cost.
- (65) Vendors shall have to return the excess / balance materials including off-cuts and total scrap available with the vendors exclusive of process allowance & invisible wastage to HPVP Stores after material reconciliation but before submission of their final bill. In case the same are not returned by the vendors, Recovery shall be made as per BHEL Rates / MSTC rates plus applicable taxes, prevailing at the time of processing of the final bills.
- (66) Though not mentioned specifically, any activity which is required for completion of the work is deemed to be included in the scope of work of bidders.

**2.3 For Cladded Vessel (Eqpt. No. 504-V-805A), the following activities shall also be carried out in addition to the above :**

- (1) All welded pipes of SS 347 shall be DP checked both inside and outside.
- (2) UT of Clad Weld edges as per EIL Specification 6-12-0003.
- (3) Clad Restoration on L-seam & C-seam welds of Dished Ends and 100% PT on Clad restoration / Weld Overlay of each layer as per approved QAP
- (4) Chemical Analysis of samples collected during Clad restoration / Weld Overlay as per approved QAP.
- (5) Spot UT to check dis-bondment for rolled Clad sections and Weld Overlay as per approved QAP.
- (6) Prior to Weld overlay, MPT shall be carried out for the surfaces which are to be covered with Weld Overlay as per approved QAP.
- (7) PMI Check for Clad Weld Overlay of the vessels as per approved QAP
- (8) PT of the entire surface shall be performed before PWHT as per Appendix 8 of ASME Section-VIII, Div.1 / Div.2 as per approved QAP.
- (9) Ferrite number check with a calibrated equipment as per approved QAP.
- (10) Hardness shall be checked for all pressure joints on Welds / Heat Affected Zone / Parent Metal as per approved QAP.
- (11) Spot PT on internals & external welds after Hydrotesting as per approved QAP  
Pickling & Passivation of SS Clad Surface of Shells & weldments, Dished Ends and Weld Overlays of Nozzles, including cleaning & drying, as per ASTM A-380 and as per approved procedure & QAP after Hydro testing of vessel. **An approved specialised agency shall be engaged by the Vendor for the Pickling & Passivation job.**
- (12) Feroxyl Test after Pickling & Passivation of the vessel as per approved QAP.
- (13) 100% RT of Insert plate to Shell, Insert Plate to SR Nozzles and SR Nozzle to Shell as per approved QAP.
- (14) 100 % UT where attachments are welded directly to the cladding as per approved QAP.
- (15) 100% UT shall be carried out on pressure retaining welds after PWHT as per approved QAP.
- (16) Surface preparation by Blast Cleaning to Specification SSPC-SP-10 and Coating of Primer & Finish Paints as per approved Painting Schedule including all tests as per above Clause No. 2.2 (44).

**3. BHEL SCOPE :**

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

- (1) Drawings, GMS, QAP, WPS, Painting Schedule, applicable Standards & Specifications.
- (2) Raw materials like Plates (full / off-cuts), Pipes / Tubes, Round Bars, Structural items etc. in running meters and BOCs like Fittings, Nozzles, Flanges, Fasteners, Gaskets etc. as per GMS from HPVP stores.
- (3) Rolled shell / skirt sections in assembled & L-seam tack welded condition at Lova Garden site.

- (4) Blind Flanges, Gaskets & Fasteners required for Hydro test.
- (5) Dished End Petals & Crown in Pressed Condition, trail assembled and dismantled after Match marking.
- (6) Boot Dished End for Eqpt. No. 504-V-802
- (7) Tori Cone in petals for different sections, trail assembled and match marked as per drawings.
- (8) Section Bending wherever required.
- (9) Pressing of Higher thick plates, if facility for the same is not available at local vendors.
- (10) Bore Cladding of Nozzles including C-Seam welding for Long Nozzles, if any.
- (11) Step Machining of Raise Face, Raised Face Weld Deposition, Machining & Turning of Nozzle Flanges for Cladded Vessels.
- (12) Templates / Gauge plates for match marking of holes in compression rings & base plates
- (13) **All Welding Electrodes & Filler Wire** as per requirement. Any wastage or excess usage beyond BHEL assessed quantity shall be justified by the Vendor. Otherwise the same shall be charged to the vendor's account at BHEL recovery rates.
- (14) Higher capacity Slings required for handling the vessels.
- (15) Wooden Sleepers, if any required for Hydro test, shall be provided by BHEL on returnable basis
- (16) Stress Relieving of the total vessel in sections along with Production Test Coupons shall be carried out by a specialised agency engaged by HPVP separately. However, assistance is to be provided by the fabrication vendors of respective equipment for Stress Relieving of the vessels in Handling of shell sections, Placement on Saddles / Supports, Fabrication, Assembly & Welding of Bulk Heads, Welding of Thermocouples etc.
- (17) Testing of Production Test Coupons in HPVP QC laboratory.
- (18) 300 MT & 75 MT crane along with operator and fuels will be provided by BHEL free of charge for fabrication. Maintenance of the crane including spares shall also be in the scope of BHEL. However, Riggers required for handling the job shall have to be provided by the vendor.
- (19) All Paints as per requirement
- (20) Area required for fabrication, Site Office and Stores at Lovagarden site will be provided free of charge.
- (21) Power & Water shall also be provided free of charge at one point inside the fabrication yard but further distribution to the desired location is in bidder's scope. However, Test for Suitability of the Water for the carrying out the HT is to be arranged by vendor at his cost.

Bidder's scope shall include arranging Distribution Board with 250A Switch Fuse unit as incomer, all outgoings with necessary safe trips as per the industrial safety norms and their installation, all outgoing cables from Distribution Board, termination at the distribution board, Working Area Lighting.

#### 4. **INSPECTION :**

- 4.1 Inspection shall be carried out by M/s. BHEL – Vizag / BHEL Authorized Inspection Agency (AIA) / LTHe / PMC / Customer as per approved QAP. Contractor shall have to offer for Stage wise and Final inspection as per approved QAP and obtain necessary stage wise & final clearances before proceeding for further operations.
- 4.2 Fabrication Vendor shall be solely responsible for preparation and submission of all Inspection Reports & documents duly certified by Inspection Authority along with the finished equipments.

#### Note :

QAP / ITP enclosed with the tender document is tentative only and may be subject to revision due to incorporation of comments of the approving authority. Hence the approved QAP / ITP issued to the vendor after ordering shall only be followed for execution and inspection of the job.

**5. DELIVERY :**

5.1 Finished items along with inspection documents and all other certificates are to be handed over to HPVP as per the following schedule:

**a) Eqpt. No. 504-V-315 & 504-V-802 :**

Within **6 months** from the date of issue of First consignment of free issue materials or 6 weeks from the date of issue of Last consignment of materials, whichever is later.

**b) Eqpt. No. 504-V-607 A/B/C :**

Within **8 months** from the date of issue of First consignment of free issue materials or 6 weeks from the date of issue of Last consignment of materials, whichever is later.

**c) Eqpt. No. 504-V-805A (Cladded Vessel) :**

Within **8 months** from the date of issue of First consignment of free issue materials or 6 weeks from the date of issue of **Last** consignment of materials, whichever is later.

**Notes :**

- i) For intermediate operations like SR, the time period from the date of handing over to the date of taking over will be excluded from the delivery period for the purpose of computation of LD.
- ii) In case the delivery period offered by the vendor is more than the tender delivery, Price quoted by the bidder shall be loaded for additional period @1/2 % per week or part thereof for the purpose of evaluation of Bidder Status.

**6. SITE MOBILISATION:**

6.1 Successful bidders shall have to complete site mobilization within 15 days from the date of receipt of Order or from the date of intimation for the same by Outsourcing dept., **whichever is later**.

**7. PRICE :**

- 7.1 The price shall be quoted as per the Schedule of Rates enclosed at Annexure – I for the detailed scope of work of each item and the quoted price shall be inclusive of all applicable taxes & duties except GST.
- 7.2 The prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- 7.3 GST shall be reimbursable to the vendor as detailed in Clause – 9 and as per Annexure – GST.
- 7.4 Income tax will be deducted at applicable rates from RA & Final bills.

**8. PAYMENT TERMS :**

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

- a) After Completion of L-Seams of shell sections including NDE - 10%
- b) After Completion of C-seams of shell sections including NDE - 20%
- c) After Completion of Hydro Testing - 30%
- d) After Completion of SR Assistance, Blasting & Painting - 15%
- e) After completion of Loading of finished equipment - 15%

- 8.2 Balance 10% payment shall be made after completion of the job in all respects including material reconciliation and handing over of the balance materials & returnable items, if any and submission of total documentation to BHEL (QC).
- 8.3 The weights indicated in the tender are tentative and may be subject to increase or decrease after completion of detailed engineering. Hence payment shall be made for the actual weights executed as per approved engineering drawings and documents.
- 8.4 This clause shall be read in conjunction with the clause 17.0 of Annexure – III i.e. General Terms & Conditions.

**9. GOODS & SERVICES TAX (GST) :**

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

**10. REVERSE AUCTION :**

- 10.1 There shall **be no Reverse Auction (RA)** for this tender.

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

**12. RISK PURCHASE :**

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

**13. VALIDITY OF OFFER :**

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

**14. GENERAL :**

- 14.1 The bidders shall study the Tender documents, Drawings, Quality Documents and all other relevant documents in detail for understanding the scope of work and the processes involved before submission of offer. Bidders shall get clarifications, if any, from concerned officials on the scope of work or any other details of the tender document, over phone between 09:00 AM and 04:30 PM on any working day or through e-mail.

14.2 Drawings, QAP, WPS, other reference documents, etc. shall be sent to vendor's e-mail address on e-mail request by the bidder.

14.3 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry. **Conditional Price Bids** and any other deviations to the tender terms & conditions are not acceptable and BHEL reserves the right to reject such offers without further correspondence.

14.4 BHEL reserves the right to modify or cancel the tender enquiry at any stage without assigning any reasons thereof.

14.5 The general terms & conditions, if any contradicting with the specific terms & conditions given in the tender, then specific terms & conditions shall only be considered.

**15** The following documents shall form part of the tender enquiry :

- i) Schedule of Rates : Annexure – I
- ii) Details of Vessels to be fabricated : Annexure – II (A)
- iii) List of Reference Drawings & Documents : Annexure – II (B)
- iv) General Terms & Conditions : Annexure – III
- v) Acceptance to tender terms & conditions : Annexure – IV
- vi) GST Compliance for Indigenous Suppliers : Annexure – GST
- vii) Applicable Drawings as per Annexure - II (B)
- viii) Tentative ITP / QAP, WPS as per Annexure - II (B)
- ix) Painting Schedule and Painting Procedure as per Annexure - II (B)

(Drawings, QAP, WPS, Painting Schedule, etc. shall be sent by e-mail to vendor's e-mail address on request)

**16 TENDER SUBMISSION (Through E - Mail) :**

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

16.2 **Tentative List of Man Power, Machinery, Tools & Tackles to be engaged by the vendor shall also be attached to the Techno-Commercial Bid.**

16.3 Both Price bids (i.e. Annexure - I(A) & Annexure – I(B)) shall also be sent separately through e-mail to another e-mail ID [pricebid-hpvp@bhel.in](mailto:pricebid-hpvp@bhel.in).

16.4 Offers completed in all respects along with the supporting documents shall be sent through the above e-mails only latest by 14.00 Hrs. on **09.11.2020** duly mentioning the Name of Work, Tender Ref. No. & Date and Technical Bid / Price Bid – I / Price Bid – II in the subject of the e-mail.

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

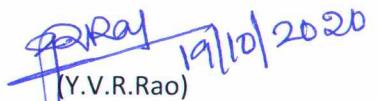
**16.6 OFFERS SENT IN ANY OTHER FORM WILL BE TREATED AS INVALID AND WILL BE SUMMARILY REJECTED.**

**17. TENDER OPENING :**

17.1 Techno-commercial Bids will be opened **at 14.00 Hrs on 09.11.2020**. The bidders may depute their representatives at the time of opening of Technical bids.

17.2 After evaluation of the Techno-commercial Bids, intimation regarding date & time of opening of price bids of techno-commercially qualified bidders will be given later through an e-mail and the bidders may depute their representatives at the time of opening of Price bids..

**for Bharat Heavy Electricals Limited,**

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

Schedule of Rates

Ref : OS/20-21/2438/PVLG/03/049

Date : 19.10.2020

Sub : Fabrication of Pressure Vessels against S.O. 2438 at Lova Garden site, Visakhapatnam for HPCL, Visakhapatnam project of M/s. LTHE

Sl. No.	S.O. No.	Description of Work	Unit	Qty.	Unit Rate (in ₹)	Total Amount (in ₹)
		Complete Fabrication of the Vessels excluding rolling of shell / skirt segments with free issue of raw materials, rolled shell segments in assembled & tack welded condition, fabricated components, Dished End Petals & Crown, Boot Dished End, BOC, etc. including NDT, Hydrotesting, Blasting & Painting as per the Drawings, QAP, WPS & Painting Schedule and including Collection of FIMs from HPVP stores / shops / LG site, transportation to Lova Garden site, Assitance for PWHT / SR, Loading of equipments on to the trailers and Handing over of the finished equipments at Lova Garden site etc. complete in all respects as per the detailed scope of work mentioned in the tender document.				
1.1	2438	<b>SULPHIDING CHEMICAL DRUM -</b> Eqpt. Tag No. 504-V-315 - 1 No. @130 MT each -	MT	130		
1.2	2438	<b>LP FLARE KO DRUM -</b> Eqpt. Tag No. 504-V-802 - 1 No. @130 MT each	MT	130		
		<b>Sub Total - 1</b>	MT	<b>260</b>		
2	2438	<b>CATALYST INVENTORY HOLDING BINS -</b> Eqpt. Tag No. 504-V-607 A/B/C - 3 Nos. @190 MT each	MT	<b>570</b>		
3	2438	<b>HT FLARE KO DRUM -</b> Eqpt. Tag No. 504-V-805A - 1 No. @170 MT each	MT	<b>170</b>		

Notes :1) L1 Status will be evaluated **separately** for all the **three SOR items** as detailed below :i) For SOR Item (1) :

L1 bidder will only be considered for ordering based on the total quoted value of Items 1.1 &amp; 1.2.

ii) For SOR Item (2) :

The 3 nos. of vessels will be distributed to two bidders as mentioned below :

- (a) L1 bidder : 2 Nos.
- (b) Next Lowest bidder accepting L1 rate : 1 No.

It may be noted that in case any of the next lowest bidders do not accept the counter offered L1 rate, all the three (3) Nos. shall be ordered on L1 bidder only.

iii) For SOR Item (3) :

L1 bidder is only considered for ordering.

**In case same bidders becomes L1 for all the three SOR items, then 2 nos. of Item (2) shall be ordered on Next Lowest bidder of Item (2) accepting L1 rate.**

2) The quoted price shall be inclusive of all applicable taxes & duties except GST. Income Tax shall be deducted at applicable rates from RA & Final Bills and GST shall be reimbursable to the vendor as per applicable guidelines.

3) The prices shall be fixed & firm without any escalation during the entire period of contract and till completion of work.

Ref : OS/20-21/2438/PVLG/03/049

Date : 19.10.2020

Sub : **Fabrication of Pressure Vessels against S.O. 2438 at Lova Garden site, Visakhapatnam for HPCL, Visakhapatnam project of M/s. LTHe**

**4)** The quantity and weights indicated above are approximate and may vary on both sides subject to revision or addition or deletion of drawings. However, payment shall be made for the actuals / executed weights as per the applicable drawings / BOM.

**5)** The bidders are advised to go through all the drawings & documents before quoting the tender.

**6)** The evaluation currency for this tender shall be **INR**.

**7)** Tenderer should quote the amount in figures & words. It may be noted that corrections, overwriting etc. are not allowed. If there is a discrepancy between amount in figures & words, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. If there is an error in the total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.

In case of mismatch between rate and amount in figures, rate in figures shall be taken into consideration for further evaluation and processing.

Signature of the Bidder with Stamp

Details of Vessels to be fabricated at Lovagarden Site, Visakhapatnam

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Ref: OS/20-21/2438/PV/03/049, dated 19.10.2020

Sl. No.	S.O.	PGMA	Equipment No.	Equipment Description	Qty. (Nos.)	Approx. Wt. (MT)	Eqpt. ID (mm)	Eqpt. Ht. / Length - TL to TL (mm)	Main Shell		Boot Shell		Dished Ends				Toricone		Skirt		Saddles (Sliding / Fixed)	
									Thk. (mm)	Matl Spec.	Clad Thk. (mm)	ID x Thk. (mm)	Matl Spec.	Qty. (No.)	Nom. Thk. (mm)	Min. Thk. (mm)	Matl. Spec.	Thk. (mm)	Length / Height (mm)	Thk. (mm)	Length / Height (mm)	
1	2438	PV-100	504-V-315	SULFIDING CHEMICAL DRUM	1	130	5900	14200	32	SA 516 GR 70	-NA-	-NA-	-NA-	2	40	32	SA 516 GR 70	-NA-	-NA-	24	5526 (Hold)	-NA-
2		PV-120	504-V-607 A/B/C	CATALYST INVENTORY HOLDING BIN	3	570	6000	23000	32	SA 516 GR 70 (NACE)	-NA-	-NA-	-NA-	3	40	32	SA 516 GR 70 (NACE)	32	5027	32	2209	-NA-
3		PV-150	504-V-802	LP FLARE KO DRUM	1	130	7000	15000	36/28/36	SA 516 GR 70 (NACE + HIC)	-NA-	568 x 16	SA 516 GR 70 (NACE + HIC)	2+1	25 & 16	20 & 12	SA 516 GR 70 (NACE + HIC)	-NA-	-NA-	-NA-	-NA-	2 Nos.
4		PV-180	504-V-805 A	HT FLARE KO DRUM	1	170	6500	20000	30	SA387GR22CL2	3 (SS 347)	-NA-	-NA-	2	30+3	26+3	SA 264 (SA 387 GR 22 + SS 347 CLAD)	-NA-	-NA-	-NA-	-NA-	2 Nos.
				<b>TOTAL</b>	<b>6</b>	<b>1000</b>																

**Note :** Dimensions & Weights indicated above are purely tentative and may be subject to revisions due to incorporation of comments of the approving authority in the drawings. Hence the approved drawings & documents issued to the vendor after ordering shall only be followed for execution & inspection of the job.

LIST OF REFERENCE DRAWINGS & DOCUMENTS

Sub : Fabrication of Pressure Vessels against S.O. 2438 at Lova Garden site, Visakhapatnam for HPCL, Visakhapatnam project of M/s. LTHE

Sl. No.	S.O. No.	PGMA	Eqpt. Name	Description of Drawings / Documents	Drawing / Document No.	Rev. No.	No. of Sheets
01	PV-100         2438	SULPHIDING CHEMICAL DRUM Eqpt. Tag No. 504-V-315)	PV-120        PV-150	General Assembly of Sulphiding Chemical Drum	1-PV-100-U0061	A	01
02				General Assembly of Sulphiding Chemical Drum	1-PV-100-U0062	A	01
03				Shell Assembly Details for Sulphiding Chemical Drum	1-PV-100-U0137	A	01
04				General Assembly of Sulphiding Chemical Drum	1-PV-100-U0138	A	01
05				Details of Dished Ends	3-PV-010-U0104	03	01
06				General Notes for Sulphiding Chemical Drum	3-PV-100-U0115	A	01
07				Orientation Details for Sulphiding Chemical Drum	3-PV-100-U0223	A	01
08				Assembly Details for Hydrotest of Sulphiding Chemical Drum	3-PV-100-U0224	A	01
09				General Assembly of Catalyst Inventory Holding Bins	1-PV-120-U0103	00	01
10				Assembly of Catalyst Inventory Holding Bins	1-PV-120-U0104	00	02
11				Details of Dished Ends	3-PV-010-U0104	03	01
12				Orientation of Catalyst Inventory Holding Bins	3-PV-120-U0164	-	01
13				Orientation of Catalyst Inventory Holding Bins	3-PV-120-U0165	-	01
14				Orientation of Catalyst Inventory Holding Bins	3-PV-120-U0166	-	01
15				General Notes for Catalyst Inventory Holding Bins	1-PV-120-U0170	00	01
16				General Assembly of LP Flare Knock Out Drum	1-PV-150-U0111	B	01
17				Assembly Details of LP Flare Knock Out Drum	1-PV-150-U0112	00	01
18				Insulation Support Details of LP Flare Knock Out Drum	1-PV-150-U0114	A	01
19				Shell Assembly Details of LP Flare Knock Out Drum	1-PV-150-U0164	00	01
20				Saddle & Trunion Assembly Details of LP Flare Knock Out Drum	1-PV-150-U0165	00	01
21				Steam Coil Arrangement for LP Flare Knock Out Drum	1-PV-150-U0166	A	01
22				Assembly Details of Boot Shell for LP Flare Knock Out Drum	2-PV-150-U0059	00	01
23				Details of Dished Ends	3-PV-010-U0104	03	01
24				Details of Boot Dished Ends	3-PV-010-U0208	00	01
25				General Notes for LP Flare Knock Out Drum	3-PV-150-U0178	B	01
26				Details of Strainer & Vortex Breaker Assembly at Nozzle -3 for LP Flare Knock Out Drum	3-PV-150-U0256	00	01
27				Details of Strainer & Vortex Breaker Assembly at Nozzle - 4 for LP Flare Knock Out Drum Boot	3-PV-150-U0257	00	01
28				Assembly Details for Hydrotest of LP Flare Knock Out Drum	3-PV-150-U0260	A	01

Sl. No.	S.O. No.	PGMA	Eqpt. Name	Description of Drawings / Documents	Drawing / Document No.	Rev. No.	No. of Sheets
29	2438	PV-180	HT FLARE KO DRUM (Eqpt. Tag No. 504-V-805A)	General Assembly of HT Flare Knock Out Drum	1-PV-180-U0119	B	01
30				Assembly Details of HT Flare Knock Out Drum	1-PV-180-U0120	A	01
31				Insulation Support Details of HT Flare Knock Out Drum	1-PV-180-U0122	A	01
32				Shell Assembly Details of HT Flare Knock Out Drum	1-PV-180-U0145	A	01
33				Saddle & Trunion Assembly Details of HT Flare Knock Out Drum	1-PV-180-U0148	A	01
34				Details of Dished Ends	3-PV-010-U0102	02	01
35				Internal Pipe Details of HT Flare Knock Out Drum	3-PV-180-U0053	A	01
36				General Notes for HT Flare Knock Out Drum	3-PV-180-U0190	B	01
37				Details of Strainer & Vortex Breaker Assembly at Nozzle -3 for HT Flare Knock Out Drum	3-PV-180-U0226	A	01
38				Assembly Details of HT Flare Knock Out Drum	3-PV-180-U0239	A	01
39				QAP for Eqpt. Nos. 504-V-805A (Code 2)	B016-RUF-LT-504-QC-QD-BHEL(1)-02006	00	16
40	-	-	-	QAP for Eqpt. Nos. 504-V-315, 504-V-607A/B/C, 504-V-802 (Code 2)	B016-RUF-LT-504-QC-QD-BHEL(1)-02001	00	12
41	-	-	-	Painting Schedule	HPVP-2438-Paint-001	00	02
42	-	-	-	Painting Procedure	SIP:H:PP:22	00	39
43	-	-	-	Inspection & Test Plan For Pressure Vessels / Columns (Carbon Steel)	6-81-0011	03	07
44	-	-	-	Inspection & Test Plan For Pressure Vessels / Columns / Reactors (Low Alloy Steel)	6-81-0012	03	08
45	-	-	-	Inspection & Test Plan For SS Clad Pressure Vessels / Columns / Reactors	6-81-0013	03	07
46	-	-	-	Procedure for Qualification & Certification of Non- Destructive Examination Personnel	BHEL:NDE:WP01	01	15
47	-	-	-	Procedure for Liquid Penetrant Examination	BHE-NDT-PT-07026	02	09
48	-	-	-	Procedure For Magnetic Particle Examination	BHE-NDT-MT-07024	02	11
49	-	-	-	Procedure for Ultrasonic Examination	BHE-NDT-UT-07025	02	10
50	-	-	-	Procedure for Radiographic Examination	BHE-NDT-RT-07023	02	18
51	-	-	-	Welding Procedure Specification	M.1.1.09	00	02
52	-	-	-		M.1.1.30	00	02

**Note :** Drawings & Documents indicated above are purely tentative and may be subject to revisions due to incorporation of comments of the approving authority. Hence the approved drawings and documents issued to the vendor after ordering shall only be followed for execution & inspection of the job.

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

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

**2. PARTY'S SCOPE :**

The scope of the party shall be as follows: -

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

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

**3. REVISION OF DRAWINGS :**

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

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

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

**6. RECTIFICATIONS / REJECTIONS :**

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

**7. SECURITY DEPOSIT :**

Vendors shall have to submit a Bank Guarantee for **10%** of the order value in case of **HPVP ADM site** or **25%** of the material cost in case of Vendor works towards Security Deposit and safe custody of materials within one week from the date of issue of Order. The BG shall be valid for the contract period with a claim period of 12 months. This Bank Guarantee shall be released to the contractor after completion of work and on acceptance of the same by BHEL / Owner and on submission of Performance BG (with a claim period of 12 months) for 10 % of the order value covering for the defects liability period. If PBG is not submitted, 10% of the order value shall be deducted towards PBG from the final bill and shall be refundable after performance guarantee period, if no defects are found during this period.

**8. RAW MATERIALS ISSUE :**

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

**9. TRANSFER / RETURN OF LEFT OVER MATERIALS :**

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

**10. MATERIAL RECONCILIATION :**

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

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

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

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

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

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

**11. SCRAP & OFFCUT NORMS :**

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

**12. INSPECTION :**

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

**13. WORKMANSHIP GUARANTEE :**

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

**14. WORK PROGRESS :**

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

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

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

**15. DELIVERY :**

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

**16. PENALTY :**

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

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

**17. PAYMENT TERMS :**

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

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

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

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

**18. SECURITY :**

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

**19. SUB-LETTING :**

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

**20. FACTORY RULES AND REGULATIONS :**

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

**21. SAFETY :**

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

**22. HOUSE KEEPING :**

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

**23. ACCIDENT / DAMAGE / CONDUCT ETC. :**

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

**24. TERMINATION OF CONTRACT :**

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

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

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

**25. DISPUTES :**

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

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

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

**Signature of Bidder with Stamp**

**Acceptance to Tender Terms & Conditions**

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

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

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

**Signature of the bidder with Stamp**

**GST COMPLIANCE FOR INDIGENOUS SUPPLIERS**

1. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GSTIN which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTIN in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per P0, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Test Certificate, LR copy, Guarantee/Warantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment where ever applicable. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
9. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
10. That in case vendor delays Declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.

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

**Signature of the Bidder with Stamp**