

INVITATION TO TENDER

Ref: OS/20-21/2438/PVRLG/03/050

Date : 23.10.2020

Sub : Rolling & Assembly of Shell segments for Pressure Vessels against S.O. 2438 for HPCL, Vizag project of M/s. LTHE at Lova Garden site, Visakhapatnam

Dear Sir,

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

ELIGIBILITY CRITERIA

- (1) Bidders should have an experience of executing similar works (i.e. Rolling / Fabrication of Pressure Vessels) 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 Rs.25 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 subject job 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 Total Weight of Shell / Skirt segments to be rolled for Pressure Vessels of M/s LTHE for HPCL, Vizag project is **645 MT** as briefed below :

			<u>Rolling Wt.</u>
(a)	Sulphiding Chemical Drum (SA 516 GR 70)	- Tag No. 504-V-315	- 1 No. 93 MT
(b)	Catalyst Inventory Holding Bin (SA 516 GR 70 – NACE)	- Tag No. 504-V-607 A/B/C	- 3 No. 361 MT
(c)	LP Flare K.O. Drum (SA 516 GR 70 - NACE + HIC)	- Tag No. 504-V-802	- 1 No. 84 MT
(d)	HP Flare K.O. Drum (SA387GR22CL2 with SS 347 Clad)	- Tag No. 504-V-805A	- 1 No. 107 MT
		Total	6 No. 645 MT

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

2.2 **Rolling, Assembly & Fit up of Shell segments** of the Pressure Vessels as per **ASME U Code**, applicable approved drawings, QAP, WPS, Approved Procedures, Specifications & Standards, etc. and it includes the following activities but not limited to the same :

- (1) Collection of Plates from HPVP stores and transportation to Lovagarden site in suitable trailers.
- (2) Unloading of Plates at Lova Garden site & Stacking.
- (3) Arranging Hydra crane and Man power for unloading & handling.
- (4) Mobilisation of Suitable Rolling Machine to suit the width & thickness of the plates which are to be rolled.
- (5) Offering the Plate materials for Inspection and obtaining clearance from HPVP (QC) / TPIA.
- (6) Marking, Squaring, Cutting, Weld Edge preparation / Bevelling of the Shell plates as per approved drawings & approved QAP
- (7) DP Test of Weld Edge as per approved QAP
- (8) Rolling of Shell / Skirt segments as per approved drawings / approved QAP.
- (9) Assembly & Fit up of L-seams of shell / skirt segments after checking profile on the layout and tack / Stitch welding of segments (directly / indirectly) to form shell sections as per approved drawings & approved QAP.
- (10) Tack / Stitch Welding to be carried out by ASME qualified welders only. Vendors shall have to arrange for Qualification of Welders at HPVP under the supervision of BHEL / WT dept. at their own cost. However, Test Coupons shall be provided by BHEL as free issue.
- (11) Profile of the rolled segments shall be maintained by temporary spiders / profile plates, for which raw materials will be issued by BHEL as FIM.
- (12) Offering the job for stage wise inspection and obtaining stage wise inspection clearance for the same from HPVP (QC) / TUV / AIA / LTHE.
- (13) Diesel required for Operations of DG Set will be issued by HPVP as FIM. However, Vendor has to arrange for the transportation of the same from HPVP stores to Lova Garden site by engaging necessary vehicles & Manpower.
- (14) Submission of economic Cutting Plans for all the plate materials issued by BHEL and approval must be obtained from competent authority before taking up the same.
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.
- (15) 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.
- (16) Technically Qualified Engineers & Safety Supervisors shall be deployed for smooth execution & proper co-ordination of the job.
- (17) All indirect materials, consumables (**except welding consumables**) like gases, grinding wheels etc. required for Cutting / Rolling are in the scope of the Vendor.
- (18) **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.
- (19) Vendors shall have to engage sufficient no. of skilled manpower to meet the delivery schedule mutually agreed / committed to the customer.
- (20) 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.
- (21) Required tools & tackles like Measuring instruments, Thermal Chalks / Pyrometer, etc. shall be calibrated.

- (22) All the Scaffolding materials like Pipes, Clamps, Jallies etc. for temporary platform works are to be arranged by the Vendor.
- (23) Shell / Equipment details shall be hard stamped by encircling with paint and stenciled in a specific format with details PGMA No. etc., for identification as per the instructions of the outsourcing department.
- (24) If power connection is not made available by BHEL at Lova Garden site, DG set will be arranged by HPVP. But loading, transportation from HPVP to Lova Garden site, Unloading and installation at Lova Garden site are to be carried out by the vendor.
- (25) Any modification work due to revision of drawings during rolling is to be carried out by the vendor without any extra cost.
- (26) 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.
- (27) 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 by the vendor in addition to the above :

- (1) Spot UT to check dis-bondment after rolling of Clad sections as per approved QAP.
- (2) SS Clad portion on either side of the L-seams is to be removed to facilitate cutting of the plate as per approved drawings.
- (3) Weld Edge Preparation and DPT are to be carried as per the approved drawings & QAP.

3. BHEL SCOPE :

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

- (1) Drawings, GMS, QAP, WPS applicable Standards & Specifications.
- (2) Raw materials like Plates (full / off-cuts), as per GMS from HPVP stores.
- (3) **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.
- (4) Area required for the Rolling, Site Office and Stores at Lovagarden site will be provided free of charge.
- (5) Power / DG set and 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.

Bidder's scope shall include arranging Distribution Board with suitable 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.

- (6) In case the power connection is not made available by BHEL, DG set will be arranged by HPVP. But loading, transportation from HPVP to Lova Garden site, Unloading and installation at Lova Garden site are to be carried out by the vendor.

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 Vendor shall be solely responsible for preparation and submission of all Inspection Reports & documents duly certified by Inspection Authority and soft copy & hard copy of total documentation shall be submitted to BHEL.

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 Within 10 weeks from the date of issue of First consignment of Plate materials or 4 weeks from the date of issue of Last consignment of materials, whichever is later.

Note : In case the delivery period offered by the vendor is more than the tender delivery, the price quoted by the vendor shall be loaded for the purpose of evaluation of L1 Bid @1/2 % per week or part thereof for the additional period.

6. SITE MOBILISATION:

- 6.1 Successful bidders shall have to complete site mobilization within 10 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 – 8 and as per Annexure – GST.
- 7.4 Income tax will be deducted at applicable rates from RA & Final bills.

8. GOODS & SERVICES TAX (GST) :

- 8.1 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 completion of job, 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.

9. 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.

10. VALIDITY OF OFFER :

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

11. GENERAL :

- 11.1 The bidders shall study the Tender documents, Drawings, Quality Documents and all other relevant documents in detail for understanding the scope of work and the processes involved before submission of offer. Bidders shall get clarifications, if any, on the scope of work or any other details of the tender document, over phone or through e-mail from concerned officials. Drawings, QAP, WPS etc. shall be sent to vendor's registered e-mail address.
- 11.2 For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to BHEL, Visakhapatnam with prior intimation to get clarifications from concerned authorities between 09:00 AM and 04:30 PM.
- 11.3 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.
- 11.4 BHEL reserves the right to modify or cancel the tender enquiry at any stage without assigning any reasons thereof.
- 11.5 The general terms & conditions, if any contradicting with the specific terms & conditions given in the tender, then specific terms & conditions shall only be considered.

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

- a) Schedule of Rates : Annexure – I
- b) Details of Vessels & Shell / Skirt Plates to be rolled : Annexure – II (A)
- c) List of Reference Drawings & Documents : Annexure – II (B)
- d) General Terms & Conditions : Annexure – III
- e) Acceptance to tender terms & conditions : Annexure – IV
- f) Compliance for Indigenous Suppliers : Annexure – GST
- g) Applicable Drawings
- h) Tentative ITP / QAP, WPS

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

13. TENDER SUBMISSION (Through E - Mail) :

- 13.1 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.
- 13.2 **Tentative List of Manpower, Machinery, Tools & Tackles to be engaged by the vendor shall also be attached to the Techno-Commercial Bid.**
- 13.3 Price bid (Annexure – I) shall also be sent through an e-mail separately to another e-mail ID pricebid-hpvp@bhel.in.
- 13.4 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 **06.11.2020** duly mentioning the Name of Work, Tender Ref. No. & Date and Technical Bid / Price Bid in the subject of the e-mail.

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

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

14. TENDER OPENING :

- 14.1 Techno-commercial Bids will be opened **at 14.00 Hrs on 06.11.2020**. The bidders may depute their representatives at the time of opening of Technical bids.
- 14.2 After evaluation of the Techno-commercial Bids, intimation regarding date & time 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.Rao 23/10/2020
(Y.V.Rao)
DGM (Outsourcing)

Schedule of Rates

Ref : OS/20-21/2438/PVRLG/03/050

Date : 23.10.2020

Sub : Rolling & Assembly of Shell segments for Pressure Vessels against S.O. 2438 for HPCL, Vizag project of M/s. LTHe at Lova Garden site, Visakhapatnam

Sl. No.	S.O. No.	Description of Work	Unit	Qty.	Unit Rate (in ₹)	Total Amount (in ₹)
		Collection of Free issue materials (Plates) from HPVP Stores and Transportation to Lova Garden site, Unloading, Marking & Cutting of Plates, Rolling of Shell / Skirt segments, Assembly, Fit up & Tack / Stitch Welding of L-seams of the Shell / Skirt sections with ASME qualified welders including NDT as per the ASME U-Code, approved Drawings, QAP, WPS, etc. and Handing over of the Rolled Sections to the vessel fabrication vendors at HPVP - Lovagarden site etc. complete in all respects as per the detailed scope of work mentioned in the tender document.				
1	2438	SULPHIDING CHEMICAL DRUM - 1 No. Eqpt. Tag No. 504-V-315	MT	93		
2		CATALYST INVENTORY HOLDING BINS - 3 Nos. Eqpt. Tag No. 504-V-607 A/B/C	MT	361		
3		LP FLARE KO DRUM - 1 No. Eqpt. Tag No. 504-V-802	MT	84		
4		HT FLARE KO DRUM - 1 No. Eqpt. Tag No. 504-V-805A	MT	107		
		TOTAL		645		

Notes :

- 1) **L1 Status** will be evaluated based on the total quoted value and there shall be no distribution of work.
- 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.
- 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 actual 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

ANNEXURE - II (A)

Details of Vessels and Shell / Skirt Plates to be rolled

Ref : OS/20-21/2438/PVRLG/03/050, dated 23.10.2020

Sub : Rolling & Assembly of Shell segments for Pressure Vessels against S.O. 2438 for HPCL, Vizag project of M/s. LTHe at Lova Garden site, Visakhapatnam

Sl. No.	S.O.	PGMA	Equipment No.	Equipment Description	Qty. (Nos.)	Eqpt. Weight in MT (approx.)	Eqpt. ID (mm)	Eqpt. Ht. / Length - TL to TL (mm)	Main Shell		Clad Thk. (mm)	Skirt		Rolling Weight in MT (approx.)
									Thk. (mm)	Matl Spec.		Thk. (mm)	Length / Height (mm)	
1	2438	PV-100	504-V-315	SULFIDING CHEMICAL DRUM	1	127	5900	14200	32	SA 516 GR 70	-NA-	24	5526 (Hold)	93
2		PV-120	504-V-607 A/B/C	CATALYST INVENTORY HOLDING BIN	3	567	6000	23000	32	SA 516 GR 70 (NACE)	-NA-	32	2209	361
3		PV-150	504-V-802	LP FLARE KO DRUM	1	129	7000	15000	36/28/36	SA 516 GR 70 (NACE + HIC)	-NA-	-NA-	-NA-	84
4		PV-180	504-V-805 A	HT FLARE KO DRUM	1	169	6500	20000	30	SA387GR22CL2	3 (SS 347)	-NA-	-NA-	107
				TOTAL	6	992								645

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 : Rolling & Assembly of Shell segments for Pressure Vessels against S.O. 2438 for HPCL, Vizag project of M/s. LTHe at Lova Garden site, Visakhapatnam

Sl. No.	S.O. No.	PGMA	Eqpt. Name	Description of Drawings / Documents	Drawing / Document No.	Rev. No.	No. of Sheets
01	2438	PV-100	SULPHIDING CHEMICAL DRUM (Eqpt. Tag No. 504-V-315)	General Assembly of Sulphiding Chemical Drum	1-PV-100-U0061	A	01
02				General Assembly of Sulphiding Chemical Drum	1-PV-100-U0137	A	01
03				General Notes for Sulphiding Chemical Drum	3-PV-100-U0115	A	01
04		PV-120	CATALYST INVENTORY HOLDING BINS (Eqpt. Tag No. 504-V-607 A/B/C)	General Assembly for Catalyst Inventory Holding Bins	1-PV-120-U0103	02	01
05				Assembly Details of Catalyst Inventory Holding Bins	1-PV-120-U0104	00	02
06				General Notes for Catalyst Inventory Holding Bins	1-PV-120-U0170	00	01
07		PV-150	LP FLARE KO DRUM (Eqpt. Tag No. 504-V-802)	General Assembly of LP Flare Knock Out Drum	1-PV-150-U0111	B	01
08				Shell Assembly Details of LP Flare Knock Out Drum	1-PV-150-U0164	00	01
09				General Notes for LP Flare Knock Out Drum	3-PV-150-U0178	B	01
10	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
11				Shell Assembly Details of HT Flare Knock Out Drum	1-PV-180-U0145	A	01
12				General Notes for HT Flare Knock Out Drum	3-PV-180-U0190	B	01
13				QAP for Eqpt. Nos. 504-V-805A	B016-RUF-LT-504-QC-QD-BHEL(1)-02006	0 (Code 2)	16
14	-	-	-	QAP for Eqpt. Nos. 504-V-315, 504-V-607A/B/C, 504-V-802	B016-RUF-LT-504-QC-QD-BHEL(1)-02001	0 (Code 2)	12
15	-	-	-	Inspection & Test Plan For Pressure Vessels / Columns (Carbon Steel)	6-81-0011	03	07
16	-	-	-	Inspection & Test Plan For Pressure Vessels / Columns / Reactors (Low Alloy Steel)	6-81-0012	03	08
17	-	-	-	Inspection & Test Plan For SS Clad Pressure Vessels / Columns / Reactors	6-81-0013	03	07
18	-	-	-	Procedure for Qualification & Certification of Non- Destructive Examination Personnel	BHEL:NDE:WP01	01	15
19	-	-	-	Procedure for Liquid Penetrant Examination	BHE-NDT-PT-07026	02	09
20	-	-	-	Procedure for Radiographic Examination	BHE-NDT-RT-07023	02	18
21	-	-	-	Welding Procedure Specification	M.1.1.09	00	02
22	-	-	-		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, **except Welding Electrodes**, such as gases, grinding wheels etc.

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 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 :

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

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 BHEL - HPVP 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. SECRECY :

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

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/Warrantee 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