

Bharat Heavy Electricals Limited  
Ramachandra Puram: Hyderabad – 32

**TENDER NOTICE**

Name of the department: NDT

Tender Notice No: HYQS/ NDT-RT/ 2019-20/ 002

Date: 21.12.2019

We, Heavy Power Equipment Plant, Bharat Heavy Electricals Limited, a Govt. of India Undertaking under the administrative control of Ministry of Heavy Industries, intend to offload/outsource work for radiography testing of HP Valve casing weld joints( 6 no's) as per Scope of work and Specification at ANNEXURE – I.

**Tender Details**

- |        |                                                          |   |                                                                                                                 |
|--------|----------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------|
| (i)    | Tender Notice No & Date                                  | : | HYQS/ NDT-RT/ 2019-20/ 002                                                                                      |
| (ii)   | Name of the work                                         | : | Radiography Testing of HP Valve casing weld joints(6 No's) as per scope of work and specification at Annexure-I |
| (iii)  | Pre-Qualification criteria                               | : | As per Clause 3.0 of Annexure-I                                                                                 |
| (iv)   | EMD                                                      | : | ₹ 46,800 /-                                                                                                     |
| (v)    | Estimated value of work                                  | : | ₹ 23,35,392 /-                                                                                                  |
| (vi)   | Bonus                                                    | : | Not applicable                                                                                                  |
| (vii)  | PVC(Price variation clause) & ORC(Over-run compensation) | : | Not applicable                                                                                                  |
| (viii) | Payment Terms                                            | : | As per clause 2 of section B of Annexure-III                                                                    |
| (ix)   | Taxes & Duties                                           | : | As per clause 2.4 of section B of Annexure-III                                                                  |
| (x)    | Penalty                                                  | : | As per clause 3 of section B of Annexure-III                                                                    |
| (xi)   | Last date for sale of tender documents                   | : | 13.01.2020, 10:00 AM                                                                                            |
| (xi)   | Last date for receipt of tender                          | : | 13.01.2020 before 11:00 AM                                                                                      |
| (xii)  | Date, time and place of tender opening                   | : | 13.01.2020, 2:00 PM at Vendor Complex, Behind Admin building, BHEL Ramachandrapuram, Hyderabad-502 032          |

Interested parties may visit HPEP, BHEL, Hyderabad before participating in the tender for having a look at actual job to be radiographed. Visit can be made on any working day between 9:00am to 4:00pm with prior intimation. For arranging visit and all other tender related queries, the party shall contact the under given office.

Office of Sr.DGM / Labs & QC

Phone: 040 2318 5172

HPEP/BHEL, Ramachandrapuram, Hyderabad (Telengana) Pin-502032

Email: [pkagrawal@bhel.in](mailto:pkagrawal@bhel.in)

**Tender Notification No: HYQS/NDT-RT /2019-20/002**

For technical queries contact: Mr. Pradeep Kumar Agrawal, Sr.DGM (Labs & QC) Mobile no. 9490165933, Email: [pkagrawal@bhel.in](mailto:pkagrawal@bhel.in) and Mr Shyamsundar Reddy, Dy Mgr (NDT), Mobile no. 9490865077, Email: [shyamsr@bhel.in](mailto:shyamsr@bhel.in)

An amount of Rs 1000/- has to be paid towards the cost of tender documents only through EFT to BHEL Account Number 62048154115 (IFSC code: SBIN 0020075, ITR number to be mentioned) or crossed Demand Draft (along with submission of tender documents) in favor of "BHEL-RC PURAM, HYDERABAD-32" payable at Hyderabad.

List of documents attached:

Sl No	DOCUMENTS
1	ANNEXURE – I : SCOPE OF WORK AND SPECIFICATION FOR RADIOGRAPHY TESTING FOR HP VALVE CASING WELD JOINTS( 6 NO'S)
2	ANNEXURE – II : FORM FOR VENDOR DETAILS AND INSTRUCTIONS & GUIDELINES TO TENDERERS
3	ANNEXURE – III : TERMS AND CONDITIONS
4	ANNEXURE – IV : FORMAT FOR PRICE BID

					<b>ANNEXURE - I</b>
<b>SCOPE OF WORK AND SPECIFICATION FOR RADIOGRAPHY TESTING FOR HP VALVE CASING WELD JOINTS( 6 NO'S)</b>					
<b>Specification No. HYQS/NDT-RT/2019-20/002 Date: 21.12.2019</b>					
	<b>NOTE:-</b>				
	<b>1. Vendor must submit complete information against each clause. The offer meeting these clauses would only be processed.</b>				
	<b>2. The "Vendors Remarks" Column of this format shall be filled in by the Vendor and vendor shall submit details and documents where required along with the offer. Inadequate / incomplete, ambiguous, or unsustainable information against any of the clauses of the specifications/requirements shall be treated as non-compliance. Vendor to submit his offer with numbering on pages.</b>				
	<b>3. The offer and all documents enclosed with offer should be in English language only.</b>				
	<b>4. All dimensions are in mm unless otherwise stated.</b>				
<b>SL.NO.</b>	<b>DESCRIPTION FOR BHEL REQUIREMENT</b>	<b>Vendor to provide</b>	<b>Vendors remarks</b>	<b>BHEL Remarks</b>	
<b>1.0</b>	<b>OBJECTIVE AND SCOPE OF WORK</b>				
1.1	(i)Radiography testing is to be carried out for HP valve casing weld joints as marked in drawing(6 No's) and repair segments(if any) for 100% volumetric coverage as per Standard Guide for Radiographic Examination ASTM E-94. (ii)Transportation(to & fro) of the jobs will be in the scope of BHEL. (iii)Handling>Loading,Unloading and Position for Radiography Testing) of the job at vendors works/ site will be in the scope of vendor. (iv) Considering the Complexity and R&D nature of work i.e carrying out radiography testing for the above mentioned weld joints,which is being done for the first time in the world, the duration for completing the radiography testing of each joints will be decided on mutual agreement basis.	vendor to confirm			
<b>2.0</b>	<b>WORK PIECE DETAILS:</b>				

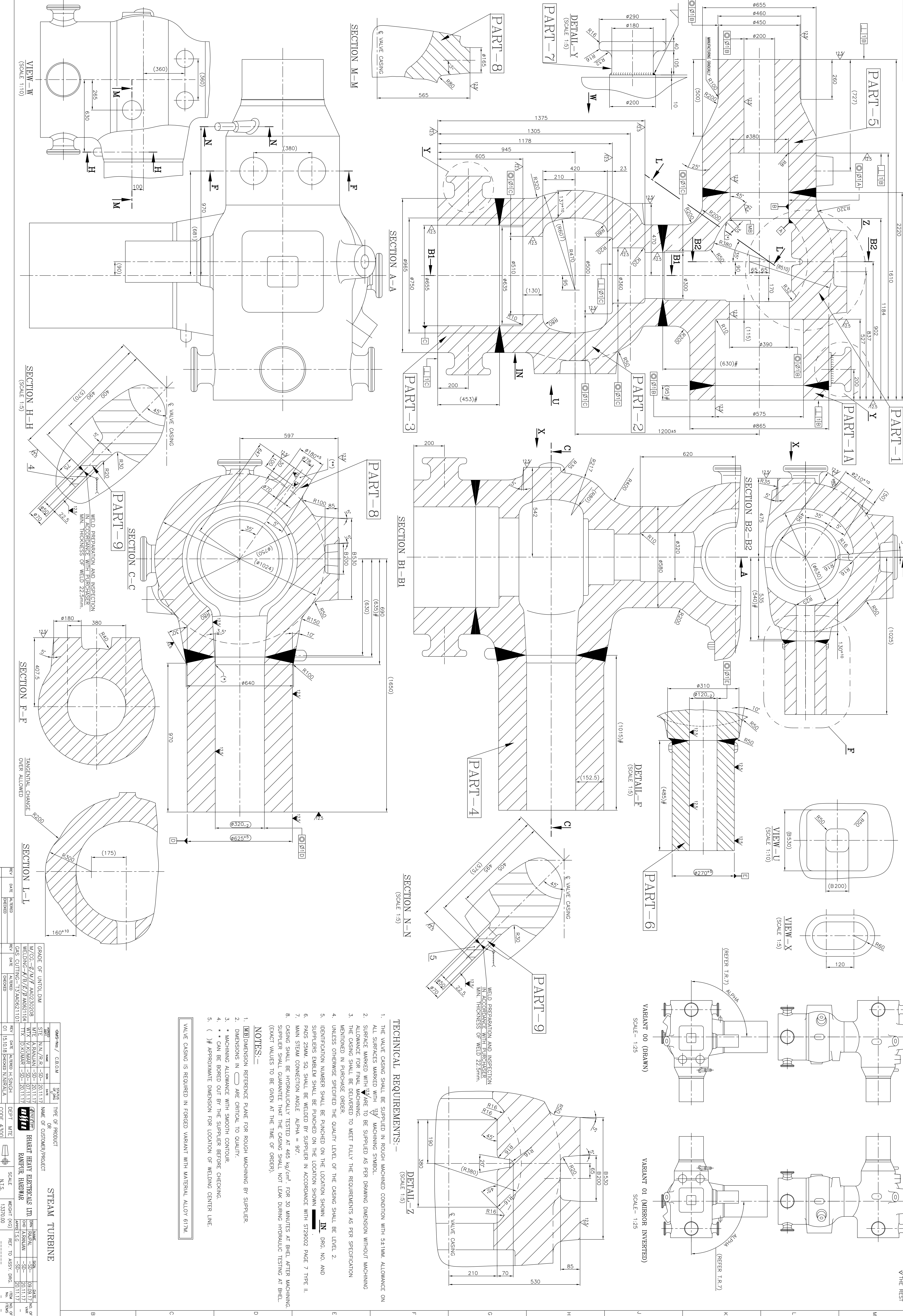
2.1	Work piece is HP valve casing weld joints(6 No's) as per Drawing no- 0-11222-60901. (Drawing enclosed with this specification)	vendor to note		
2.2	Material - Alloy 625 (INCONEL Grade)	vendor to note		
2.3	Thickness- 155mm maximum of Inconel , which is equivalent to steel of 200mm	vendor to note		
2.4	Vendor is allowed to visit HPEP, BHEL, Hyderabad to physically check the casing for assessment of work involved before quoting in the tender with prior intimation to BHEL and confirmation of readiness by BHEL.	vendor to note		
3.0	<b>PRE QUALIFICATION CRITERIA</b>			
3.1	Only those vendor who have Atomic Energy Regulatory Body(AERB) approved radiography facility in India are eligible.	vendor to provide details along with photographs		
3.2	Only those vendor ,who have experience in carrying out radiography testing for 200mm of steel or more will be considered.Vendor has to submit at least one purchase order/work order in the last 10 year from the date of tender opening for carrying out radiography testing of 200mm steel or equivalent.	vendor to note and provide details		
3.3	BHEL Reserve the right to physically see and verify the details provided by the vendor before placement of Purchase Order.	Vendor to confirm		
4.0	<b>TECHNICAL DETAILS OF RADIOGRAPHY TESTING :</b>			
4.1	Vendor needs to submit the procedure as per ASTM E94 for carrying out Radiography Testing of the above mentioned job along with Radiography Plan and Shooting sketch for approval by BHEL. <b>Procedure shall be submitted along with technical offer, without which the offer shall not be considered.</b>	vendor to submit for BHEL approval		
4.2	BHEL NDT personnel will review the Radiographs after completion of Radiography Testing prior to dispatch of the jobs to BHEL. The vendor shall inform the date for radiographs review by BHEL one week in advance. So that BHEL NDT personnel can be deputed.	Vendor to confirm		

10609-22211-0

NO. PARTS

15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

V/THE REST



TECHNICAL REQUIREMENTS:-

1. THE VALVE CASING SHALL BE SUPPLIED IN ROUGH MACHINED CONDITION WITH 5±1MM. ALLOWANCE ON ALL SURFACES MARKED WITH  $\frac{1}{2}$  MACHINING SYMBOL.
2. SURFACE MARKED WITH  $\frac{1}{2}$  ARE TO BE SUPPLIED AS PER DRAWING DIMENSION WITHOUT MACHINING ALLOWANCE FOR FINAL MACHINING.
3. THE CASING SHALL BE DELIVERED TO MEET FULLY THE REQUIREMENTS AS PER SPECIFICATION MENTIONED IN PURCHASE ORDER.
4. UNLESS OTHERWISE SPECIFIED THE QUALITY LEVEL OF THE CASING SHALL BE LEVEL 2.
5. IDENTIFICATION NUMBER SHALL BE PUNCHED ON THE LOCATION SHOWN **IN** DRG. NO. AND SUPPLIERS EMBLEM SHALL BE PUNCHED ON THE LOCATION SHOWN **IN** DRG. NO. AND
6. PADS 25MM SQ. SHALL BE WELDED BY SUPPLIER IN ACCORDANCE WITH S12902 PAGE 7 TYPE II.
7. MAIN STEAM CONNECTION ANGLE ALPHA = 90°.
8. CASING SHALL BE HYDRAULICALLY TESTED AT 465 kg/cm<sup>2</sup> FOR 30 MINUTES AT BHEL AFTER MACHINING. SUPPLIER SHALL GUARANTEE THAT THE CASING SHALL NOT LEAK DURING HYDRAULIC TESTING AT BHEL. (EXACT VALUES TO BE GIVEN AT THE TIME OF ORDER).

NOTES:-

1. **MB** DIMENSION REFERENCE PLANE FOR ROUGH MACHINING BY SUPPLIER.
2. DIMENSIONS IN  $\square$  ARE CRITICAL TO QUALITY.
3. \* MACHINING ALLOWANCE WITH SMOOTH CONTOUR.
4. \* \* CAN BE BORED OUT BY THE SUPPLIER BEFORE CHECKING.
5. ( ) # APPROXIMATE DIMENSION FOR LOCATION OF WELDING CENTER LINE.

VALVE CASING IS REQUIRED IN FORGED VARIANT WITH MATERIAL ALLOY 617M

REVISIONS				APPROVALS			
REV	DATE	REASON	APPROVED BY	REV	DATE	REASON	APPROVED BY
01	15.10.18	ISSUED	RAJESH K. SINGH	01	15.10.18	ISSUED	RAJESH K. SINGH
02	15.10.18	REVISION	RAJESH K. SINGH	02	15.10.18	REVISION	RAJESH K. SINGH
03	15.10.18	REVISION	RAJESH K. SINGH	03	15.10.18	REVISION	RAJESH K. SINGH
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07	15.10.18	REVISION	RAJESH K. SINGH	07	15.10.18	REVISION	RAJESH K. SINGH
08	15.10.18	REVISION	RAJESH K. SINGH	08	15.10.18	REVISION	RAJESH K. SINGH
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**FORM FOR VENDOR DETAILS**

(Contractor is required to fill-in the details against each column given below and ensure that no column is left blank or incomplete)

SL. NO.	PARTICULARS	DETAILS
1	NAME OF THE CONTRACTOR/COMPANY	
2	ADDRESS OF THE CONTRACTOR/COMPANY	
3	ADDRESS OF THE WORKS WHERE ACTUAL RADIOGRAPHY SHALL BE CARRIED OUT	
4	TELEGRAPHIC ADDRESS PHONE NO, MOBILE NO. FAX NO., E-MAIL ID	
5	NAME/DESIGNATION, MOBILE NO. & ADDRESS OF THE OFFICIAL OF CONTRACTOR TO WHOM ALL THE REFERENCES SHALL BE MADE.	
6	NAME & ADDRESSES OF DIRECTORS/ PARTNERS/PROPRIETORS	
7	EARNEST MONEY DEPOSITED DETAILS  NO.....DATE.....	YES/NO BY BANK DRAFT/OTHERS
8	VALIDITY OF OFFER/RATES QUOTED SHOULD BE VALID FOR ORDERING UPTO 180 DAYS FROM THE DATE OF OPENING OF TENDER, TO REMAIN FIRM DURING THE CONTRACT PERIOD, IF AWARDED	YES/NO
9	DETAILS ABOUT TYPE OF THE FIRM IN CASE OF PARTNERSHIP FIRM, PARTNERSHIP DEED TO BE SUBMITTED.	
10	AUTHORITY LETTER OF PERSON IF DOCUMENTS NOT SIGNED BY AUTHORISED PERSON	YES/NO
11	ANY LEGAL DISPUTE PENDING BETWEEN CONTRACTOR & BHEL OR PUBLIC SECTOR UNDERTAKING WITH DETAILS.	YES/NO
12	PF CODE NO. OF COMPANY AND VALIDITY, IF ANY	
13	GST REGISTRATION NO. AND VALIDITY	
14	COPY OF INCOME TAX RETURNS & BALANCE SHEETS SUBMITTED FOR LAST 3 ASSESMENT YEARS	
15	PROOF OF EXPERIENCE SUBMITTED	YES/NO
16	ANY OTHER RUNNING CONTRACT IN ANY OF THE UNITS OF BHEL TO BE SPECIFIED	

Note:

1. Self-attested photo copy of the documents should be submitted by the contractor along with Prequalification- Technical bid
2. All the reference & details should be filled in neatly in the above statement.

FROM.....

To,  
Sr.DGM  
Labs, QC (F&P, CW, SC &TR)  
BHEL – HPEP  
Ramachandrapuram, Hyderabad

**SUBJECT:** Work of radiography testing as per ANNEXURE – I : Scope of work and specification for radiography testing HP Valve casing weld joints

I/we here by submit my/our quotations for the above noted work in accordance with the terms & conditions mentioned in the aforesaid documents.

I/we also agree to such duration in the Bill of quantities may be ordered by you or your nominee in accordance with the terms of aforesaid documents.

I/we also forward herewith a sum of Rs..... (Rs ..... ) vide Bank Draft/Pay order etc No..... Dt..... issued by.....in favour in favor of “BHEL-RC PURAM, HYDERABAD-32” payable at Hyderabad towards earnest money to be utilized in accordance with conditions mentioned in the documents enclosed.

I/we also agree to refer all disputes in respect of this Tender or consequent contract to arbitrator to be nominated by Head of the BHEL/HPEP Hyderabad his sole decision shall be final and binding on us.

BHEL’s decision in respect of acceptance/rejection of tender in part or full shall be binding on us BHEL’s decision in respect of award of Contract in part or full shall be binding on us.

**(Signature of contractor with seal)**

**INSTRUCTIONS AND GUIDE LINES TO TENDERERS**

**1.0 RECEIPT AND OPENING OF TENDER**

1.1 Sealed tender will be received on behalf of Sr.DGM/Labs& QC from the bonafide Contractors with sufficient experience of doing such work as per clause 3.0 of Annexure I i.e. Pre-qualification criteria.

1.2 The Tender are to be submitted in two parts:

**(A) Part –I (Annexure I, Annexure II, Annexure III)- (In Separate Sealed Envelope)**

Bid with complete information & documents for Annexure –I,  
Filled-in and complied Annexure –II: Form for Vendor details and  
Instructions & Guidelines to tenderers complied Annexure- III: Terms and conditions.

**(B) Part – II (Annexure IV)**

Vendor has to quote total value of radiography work as per Annexure IV (In Separate Sealed Envelope)

All sealed envelopes should bear the tender No., title of Work and nature of document inside (Part I or Part II) at the top.

The Part-I bids will be first opened and technically acceptable tenders will be finalized.

***The Part II (Price Bid) will be opened only of Technically Qualified Tenderers.***

***L-1 Vendor will be decided based on the rate quoted per centimeter length of weld. The payment will be made on pro rata basis depending upon the actual length of weld radiographed including repair segments(if any).***

1.3 Tender shall be opened in the presence of parties, who wish to be present on the occasion.

1.4 Contractor has to fulfill all the specification's requirement depending upon urgency of work to meet delivery commitments.

1.5 The Contractor should give the confirmation of the acceptance of each clause & conditions mentioned in the tender document by signing. Tender will be rejected in case of non-acceptance of any clause by the tenderer.

1.6 Any injury to the staff/labour of the contractor caused due to work being done by the contractor will be the sole responsibility of the contractor.

1.7 Bidders are entitled to have tender documents free of cost. They can download tender form from our website [www.bhel.com](http://www.bhel.com). MSME vendors are exempted from payment of earnest money however MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (two years from date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (format enclosed) applicable for the year, certifying quantum of investment in plant & machinery within permissible limit as per the act of relevant status (micro & small) where deemed validity of EM-II is over. Date of reckoned for determining the deemed validity will be the last date of technical bid submission.



**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S.....

(Hereinafter referred to as 'company') having its registered office at

.....is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part-11.....dated: .....

Category: ..... (Micro/Small) (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on  
date ..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost  
excluding land and building and the items specified by the Ministry of Small Scale  
Industries vide its notification No.S.O.1722(E) dated October 5, 2006 : Rs.

.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and  
building and furniture, fittings and other items not directly related to the service rendered  
or as may be notified under the MSMED Act, 2006:

Rs .....Lacs

The above investment of Rs .....Lacs is within permissible limit of RS.  
.....Lacs for .....Micro/Small (Strike off which is  
not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant

**2.0 AGREEMENT**

The successful tenderer will have to execute an agreement with BHEL/HPEP-Hyderabad before the start of the work awarded as per contract & accepted terms & conditions.

**3.0 EARNEST MONEY AND SECURITY DEPOSIT**

The tenderer will have to deposit Earnest Money while submitting his tender and the tender will not be accepted without the same. The Earnest Money should be deposited by pay order or by Demand Draft in favor of "BHEL-RC PURAM, HYDERABAD-32 and Payable at Hyderabad or by Electronic Transfer to BHEL Account Number 62048154115 (IFSC code: SBIN 0020075, ITR number to be mentioned).

In case of successful tenderer the Earnest Money will be converted towards the security deposit in respect of the tender and will be refunded after completion of the work.

- 3.1 EMD by the Tenderer will be forfeited if,
- (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
  - (ii) The tenderer does not commence the work within period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract.
- 3.2 Amount of Security Money to be deposited for proper fulfillment of contract will be 5 % of the contract value. The Security deposit should be submitted before start of the work by the contractor and mode shall be as per BHEL rules.
- 3.3 The Security deposit will be retained by BHEL/HPEP as a Security for due fulfillment of the contract.
- 3.4 The Security Deposit and any other amount accruing to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contract or will be set off against any claim or expenditure incurred by BHEL/HPEP on account of acts of commissions/ commissions on the part of contractor.
- 3.5 All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL will be deducted from the Security Deposit or released by the sale of Security of from the interest arising there from or from any sum which may be due or become due to the Security deposit being received by reasons of such deductions or sale as aforesaid. The contractor shall within ten days make good in cash or security endorsed as aforesaid, any sum by which the Security has been reduced.
- 3.6 No Interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.

**4.0 ARBITRATION & CONCILIATION**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

In this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

**INSTRUCTION FOR SUBMISSION OF TENDER:**

- a. The Tender Document consists of Scope of work and Specification along with drawing at Annexure-I, Form for Vendor details & Instructions & Guidelines to tenderers at Annexure-II, Terms and Condition at Annexure-III, and Format for Price Bid at Annexure-IV.
- b. Over writing for corrections or application of correction fluid is not allowed. Where ever correction is there, it has to be duly authenticated by signature of authorized person.
- c. The Hard Copy of the Tender Document duly signed on each page should be enclosed with the offer bid as for acceptance of all terms and conditions of the Tender Document.
- d. The tender shall be submitted in Two Part. Part I consisting of Techno-Commercial Terms & Conditions and Part II consisting of Price bid. Following documents shall be enclosed in the envelope.
  1. Scope of Work- duly signed and stamped on each page, Annexure-I (Part-I)
  2. Form for Vendor details and Instructions & Guidelines to tenderers - duly signed and stamped on each page, Annexure- II (Part-I)
  3. Terms and Conditions – duly signed and stamped on each page, Annexure- III (Part-I)
  4. Price Bid – duly signed and stamped on each page in a separate sealed envelope. Annexure – IV (Part-II)

***The Part-I & part-II (price bid) should be submitted in separate sealed envelopes and thereafter both the envelopes should be kept in one covering envelope duly sealed. The covering envelope should be sealed and should be super-scribed with Tender No, Title of Work & due date. Envelopes of part – I & II should be super-scribed with Tender No, Title of work, due date, and Nature of document (Part I or Part II)***

- e. Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-32 so as to reach on or before 11:00 hrs. on 13-01-2020. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time.

**HPEP, BHEL will not be responsible and will not accept late tender for any delays on account of postal delays, loss of documents, etc.**

**For any further details required, Sr.DGM/LABS & QC, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23185172.**

**TERMS AND CONDITIONS**

**(A) GENERAL TERMS & CONDITIONS**

1. BHEL shall have the privity of the contract with Contractor only and will give instructions to the authorized representative of Contractor. BHEL has nothing to do or concerned with the employment of workmen working for Contractor. The relationship between BHEL and Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer - employee relationship.
2. The authorized representative of Contractor shall maintain regular contact with the contract executing officer of BHEL and will interact on matters relating to the work awarded under this contract.
3. The decision of BHEL regarding interpretation of any of the terms and conditions set forth in this agreement shall be final and binding on Contractor.
4. Schedule / analyzed item rates are liable for correction if there is any omission or typographical or calculation error.
5. In case more than one contractor quotes L1 rates, the work shall be awarded through draw of lottery.
6. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
7. The contractor shall handle the jobs with utmost care during testing at their premises; cost will be recovered by BHEL on actuals as decided by BHEL for any damage done to the jobs.
8. **Modification of Agreement:** The agreement can be modified/amended regarding the Work Order/Contract quantity in view of variation of production of welding joints in HPEP. Modification of Agreement may also take place in the contract period as it may be shortened or extended in proportion to the production pattern. HPEP/BHEL shall have right to shorten the period of agreement in proportion to the production pattern. The extension of the agreement, if any, shall be made by mutual consent of Parties.
9. **Termination of Agreement:** In the event that either party hereto shall break any substantial and material covenant contained herein, the other party hereto may terminate this Agreement by giving the other party written notice of its intention to do so, which notice shall state the date of termination and the default complained of, and this Agreement shall thereupon terminate on the date so specified which shall not be less than six months from the date of notice, provided that neither party shall be entitled to terminate this agreement if the other party shall cure the alleged default or breach within three months from the date of notice.
10. **Force Majeure:** The parties shall faithfully perform their obligations under this contract without any deviation. Neither party shall be responsible to the other for any breach or non-performance or delay in performance of any of the terms and conditions of this agreement as a result of war, war like operation, insurrection or restraints imposed by Government or Acts of Legislature or other Authority, riots, strikes, lock outs, civil commotion, disturbances, fire, breakdown or accident to machinery or plant, provided that

such breach, non-performance or delay from any such cause cannot be prevented by reasonable diligence.

- 11. Dispute Resolution:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, incharge of the Bureau, Deptt. of Public Enterprises. The Arbitration Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Dept. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration, as intimated by the Arbitrator.

Work under the contract shall be continued by CONTRACTOR during the arbitration proceedings and no payment due or payable by BHEL shall be withheld on account of such arbitration proceedings.

**(B) TERMS AND CONDITIONS SPECIFIC TO TENDER UNDER CONSIDERATION :**

**1. INSPECTION AND RECORDS:**

Contractor shall personally and exclusively supervise the work quality through qualified employees so as to ensure that the Works under this contract are carried out entirely to HPEP, BHEL's satisfaction.

**2. PAYMENT TERMS AND PAYMENT PROCEDURE:**

- 2.1. Payments will be made to Contractor on the basis of work carried out by him on production of bills/ Invoice. The invoice has to be submitted in duplicate .
- 2.2. Payment shall be released within 30 days from the date of submission of bills along with all supporting documents.
- 2.3. Payments will be made through e-payment after deduction of Income tax at source as per Income Tax Act. Contractor will need to submit a duly filled up bank details as per format given below.

AUTHORISATION LETTER FOR E-PAYMENT/ELECTRONIC FUNDS TRANSFER (EFT/RTGS) PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY	
TYPE OF REQUEST (Tick One)	<input type="checkbox"/> CREATE <input type="checkbox"/> CHANGE
BHEL Vendor/Supplier Code	<input type="text"/>
Company's Name	<input type="text"/>
Address	<input type="text"/>
City	<input type="text"/>
Pincode	<input type="text"/>
State	<input type="text"/>
Contact Person(S)	<input type="text"/>
Telephone NO.	<input type="text"/>
FAX No.	<input type="text"/>
e-mail id	<input type="text"/>
1. Bank Name	<input type="text"/>
2. Bank Address	<input type="text"/>
3. Bank Telephone No.	<input type="text"/>
4. Bank Account No.	<input type="text"/>
5. Account Type	<input type="text"/>
6. Bank's Branch Code	<input type="text"/>
7. RTGS IFSC Code	<input type="text"/>
8. NEFT IFSC Code	<input type="text"/>
9. Bank MICR Code	<input type="text"/>
10. Bank Swift Code (applicable to EFT only)	<input type="text"/>
11. Enclose blank cancelled cheque	<input type="checkbox"/>
<b>DECLARATION</b> 1. I as representative/Owner of the above named company, hereby authorize BHEL, CFFP, Raniapur, Haridwar to electronically make payments to the designated bank account, hereby certify that the particulars given above are true, complete and correct. 2. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/transfering Bank responsible. 3. This authority remains in full force until BHEL, CFFP, Raniapur, Haridwar receives & acknowledge written notification requesting a change or cancellation. 4. I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under E-payment/EFT/RTGS. Date: _____ Authorized Signatory: _____ Designation: _____ Company Seal: _____	
Verification By Bank	

**2.4. TAXES & DUTIES:**

- (a) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- (b) 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.
- (c) The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
- (d) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
- (e) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- (f) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- (g) Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
- (h) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions
- (i) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable
- (j) Supplier shall mention their GSTN registration number 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 Signature of the tenderer invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.



(k) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

**3. PENALTY CLAUSE**

- i) Completion of work shall be strictly as per time limit specified in clause 1.1 of Annexure I. Failure to complete the work within the scheduled time, the contractor will be liable to pay penalty / LD of 1% of Radiography Testing value of the weld joint per week. Penalty/ LD shall be maximum 10% of the contract value.
- ii) GST will be levied on penalty/LD value at applicable rates.
- iii) In case the contractor makes delays in commencing the work within the time specified by BHEL in spite of a reasonable notice in writing, OR in case the contractor fails to Comply with any of the terms and conditions of the contract inspite of reasonable notice in writing or in case he neglects or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other rights or remedies available to BHEL, be liable to be cancelled / terminated in part or as a whole. In the event of cancellation / termination, the contractor shall be liable to compensate BHEL for all losses incurred by BHEL, including the loss suffered on account of having the work executed through any other contractor or department as may be Convenient to BHEL in accordance with the exigencies of the work. In case only a Part of the contract is cancelled the remaining portion of contract may be allowed to be executed by the contractor.

- 4. GIVEN SCOPE OF WORK** The given scope of work, details out the major activities only. However, there may be certain other activities required for completion of the desired work, such related activities will have to be carried out without any extra cost.

**ANNEXURE – IV**

**FORMAT FOR PRICE BID**

***To be submitted in a separate sealed envelope as Price Bid.***

Description of Work	Cost of Radiography work per centimeter(cm) to be quoted by Contractor	
	Rs. (in digits)	Rs. ( in words)
Radiography testing of HP Valve casing Weld joints as per scope of work and specification(Annexure-I) of HYQS/NDT-RT /2019-20/002  (Approximate length of weld is 2544 cm including repair weld length, if any.)		

**Important note:**

<b>1</b>	All Taxes payable shall be extra as applicable. The details of the taxes to be mentioned separately.
<b>2</b>	Contractor has to fill his quoted rates in columns given above (in digits & words both). In case of any difference between rates filled/quoted in digits & words by the contractor, only rates filled/quoted in <i>words</i> shall be acceptable. Incomplete/wrong/over-written forms shall be rejected.
<b>3</b>	The above mentioned quantities are tentative and may vary depending upon the production of the plant and availability. BHEL shall have the right to modify/amend Contract quantity in view of variation of production Shop.
<b>4</b>	Quoted rates shall remain firm throughout the contract period (for repair segments also, if any). L1 vendor will be decided upon the rate quoted for unit length (cm) of the weld.
<b>5</b>	Payment will be made on pro rata basis, depending upon the actual length of Radiography Testing carried out for fresh joint and any repair segments, if any.
<b>6</b>	One rate per centimetre length of welding shall be quoted by the contractor for carrying out Radiography Testing of all the thickness range specified in the “Scope of work and specification for Radiography Testing for HP Valve casing Weld Joints”(Annexure–I).Different rates for different thickness shall not be quoted.