

OUTSOURCING

ANNEXURE – II

TERMS AND CONDITIONS FOR ANNUAL RATE CONTRACT FOR FABRICATION OF PIPING & PIPING COMPONENTS FOR THE YEAR 2015-16

1.0 CONTRACT FOR FABRICATION AND MACHINING OF PIPING & PIPING COMPONENTS:

DURING 2015-2016 OUT OF MATERIALS / COMPONENTS SUPPLIED BY BHEL AS FREE ISSUE.

2.1 SCOPE OF THE CONTRACT

THE CONTRACT IS FOR THE FABRICATION OF BOILER PIPING COMPONENTS SUCH AS END CHAMFERING OF THIN AND THICK WALLED PIPES OF BOTH IBR AND NON-IBR CATEGORIES, WELDING OF ATTACHMENTS, FABRICATION OF MITRE-BENDS, PLATE FORMED PIPES AND REDUCERS, TANKS AND VESSELS, PAINTING OF PIPES, FITTINGS AND STRUCTURAL MEMBERS, BENDING OF PIPES, FABRICATION OF CLAMPS, FABRICATION OF RUBBER-LINED PIPES, FABRICATION OF WELDED BEAMS, MACHINING OF STUBS, FLANGES, PLUGS, BASE PIPES AND BRANCH PIPES FOR WELDED TEES ETC. IN ACCORDANCE WITH PO/LOI, DRAWINGS, QCP, QP, CONTRACT QP ETC., OUT OF MATERIALS AND / OR COMPONENTS TO BE SUPPLIED AS FREE ISSUE BY THE BHEL, THE DETAILS OF WHICH WILL BE FORWARDED AFTER RELEASE OF EACH PURCHASE ORDER OF THIS CONTRACT. THE DETAILED SCOPE OF WORK IS AS BELOW.

2.2 DESCRIPTION, QUANTITY, VALUE AND DELIVERY REQUIREMENTS.

THIS IS AS PER THE PURCHASE ORDERS TO BE FORWARDED FROM TIME TO TIME. **THE PURCHASE ORDER WILL BE PLACED IN A PHASED MANNER SUBJECT TO THE AVAILABILITY OF POTENTIAL DURING THE ABOVE PERIOD AND ALSO DEPENDING UPON THE PERFORMANCE SUCH AS COLLECTION OF RAW MATERIALS IN TIME, MANUFACTURE ACCORDING TO OUR PLAN / REQUIREMENTS, MEETING QUALITY REQUIREMENTS AND SEQUENTIAL AND TIMELY DISPATCH OF COMPONENTS FROM THE CONTRACTOR'S WORKS, ACCOUNTING OF MATERIALS AND ALSO AS PER THE MINIMUM REQUIRED FACILITY AVAILABLE AT THE CONTRACTOR'S WORKS TO MEET THE JOB REQUIREMENTS, SUBMISSION OF DOCUMENTS AND OTHER REPORTS AS CALLED FOR.** THE DETAILS OF WORK ORDERS AND MATERIAL LIST DETAILING THE RAW MATERIAL TO BE SUPPLIED BY THE BHEL WILL BE RELEASED FROM TIME TO TIME WITH RESPECT TO EACH WORK ORDER.

3.0 PERIOD COVERED BY THE CONTRACT:

THIS CONTRACT SHALL REMAIN VALID UP TO ONE YEAR FROM THE DATE OF FINALIZATION / NOTIFICATION OF FINAL RATES, TERMS AND CONDITIONS FOR PLACEMENT OF ORDERS AND SUBJECT TO FURTHER EXTENSION WITH MUTUAL CONSENT.

**4.0 SCOPE OF WORK:
AS PER ANNEXURE-I ENCLOSED.**

5.0 RATE:

- 5.1 EACH PURCHASE ORDER TO BE RELEASED FROM TIME TO TIME WILL BE OPERATED AT THE RATES FOR THE RESPECTIVE RATE-CODES AS PER THIS CONTRACT.
- 5.2 RATES INDICATED IN THE RATE CODES SHALL BE FIRM AND NOT SUBJECT TO ANY VARIATION / ESCALATION ON ANY ACCOUNT DURING THE VALIDITY OF THIS CONTRACT.
- 5.3 THE RATES AS PER THE RATE CODES TO THIS CONTRACT ARE FOR CONVERSION WORK ONLY.
- 5.4 THE RATES INCLUDE THE FOLLOWING:
- A] FABRICATION CHARGES INCLUSIVE OF TRANSPORTATION CHARGES (REFER POINT 5.5).
 - B] TRIAL ASSEMBLY CHARGES AS CALLED FOR IN THE DRAWING OR BY THE INSPECTING AUTHORITY.
 - C] COST OF MACHINING WHEREVER INVOLVED.
 - D] COST OF ALL STANDARD COMPONENTS (WASHERS, SPLIT PINS) AND THE PACKING MATERIALS LIKE ASBESTOS, COPPER ETC. AND ALL CONSUMABLES.
 - E] CHARGES FOR TESTING THE COMPONENTS, EG. HYDRAULIC TESTING WHEREVER SPECIFIED, MECHANICAL TESTING FOR TEST PLATES ETC.
 - F] PACKING AND FORWARDING CHARGES WITH END COVERS – (END COVERS TO BE PROVIDED TO PROTECT THE PIPE ENDS AND FITTING ENDS AS PER PROCEDURE).
 - G] COST OF CLEANING, POWER TOOL CLEANING WHEREVER APPLICABLE, RUST PREVENTIVE COAT, STENCILING AND HARD STAMPING OF WORK ORDER NUMBER DU NO.ETC.
 - H] CHARGES FOR NON-DESTRUCTIVE TESTING (MPI, LPI, RADIOGRAPHY ETC). CONTRACTORS WILL HAVE TO MAKE THEIR OWN ARRANGEMENTS FOR CARRYING OUT THE HEAT TREATMENT.
 - I] HEAT TREATMENT CHARGES WILL BE PAID EXTRA FOR TANKS & VESSELS WHEREVER APPLICABLE.
 - J] RECTIFICATION OF RAW MATERIALS SUCH AS STRAIGHTENING ETC., AND ANY STRAIGHTENING WORK AFTER HEAT TREATMENT.
 - K] IN CASE OF JPC STEEL INVOLVING SHEETS, PLATES, ANGLES, BEAMS, CHANNELS UP TO 10 KGS, CONTRACTORS TO USE THEIR OWN MATERIAL FOR WHICH DUE CREDIT WILL BE GIVEN IN MAS.
 - L] RETURN OF ANY BALANCE MATERIAL AFTER COMPLETION TO OUR STORES AT TIRUCHY.
 - M] ADDITIONAL ONE BUTT JOINT IN STRUCTURALS.
- N] ALL THE RATE CODES COVERED UNDER EXTRA RATE SCHEDULE (SCHEDULE-11) MUST BE QUOTED BY ALL VENDORS OTHERWISE THEIR OFFER WILL BE REJECTED.**

5.5 TRANSPORT CHARGES:

- THE RATES QUOTED BY THE VENDOR AGAINST EACH RATE CODE SHALL **INCLUDE** COST OF COLLECTION AND TRANSPORTATION OF RAW MATERIALS FROM VARIOUS STORES OF BHEL AND RETURN OF FINISHED PRODUCTS TO BHEL SHIPPING AND ALSO THE RETURN OF OFF-CUTS TO THE CONCERNED BHEL STORES.
- IRRESPECTIVE OF THE DISTANCE OF THE VENDOR LOCATION, SAME RATE SHALL BE APPLICABLE.
- NO EXTRA TRANSPORT CHARGES SHALL BE ALLOWED FOR MULTIPLE COLLECTIONS AND DESPATCHES.

- IN CASE OF TRANSFER OF RAW MATERIALS/SEMI FINISHED ITEMS FROM ONE VENDOR TO ANOTHER VENDOR THROUGH IAMTV, THE RESPONSIBILITY FOR COLLECTION OF MATERIALS INCLUDING THE COST OF TRANSPORTATION AND HANDLING ETC SHALL REST WITH SECOND VENDOR (FABRICATION VENDOR DESPATCHING THE FINISHED GOODS).
- WHEREVER NECESSARY BHEL MAY ADVISE FABRICATORS TO DISPATCH FINISHED GOODS DIRECTLY TO SITE THROUGH BHEL ARRANGED VEHICLES AS DTS. IN SUCH CASES THE COST OF TRANSPORTATION NOT INCURRED BY THE VENDOR FROM THEIR WORKS TO BHEL TRICHY SHIPPING POINT SHALL BE RECOVERED FROM THE VENDOR IN LINE WITH BHEL TRICHY RATE CONTRACT AS BELOW :
 - DEDUCTION OF DTS (0 TO 100 KM) – RS 230 / MT
 - DEDUCTION OF DTS (ABOVE 100 AND UPTO 350 KM) – RS 560 / MT

5.6 EXTRA CHARGES AS PER APPLICABLE RATE CODES WILL BE PAID FOR THE FOLLOWING:

ON PLACEMENT OF PO VENDOR SHALL STUDY THE DRAWINGS, QCP ETC REGARDING APPLICABILITY OF EXTRA RATE SCHEDULES AND OBTAIN PRIOR APPROVAL FROM BHEL WHEREVER NECESSARY BEFORE TAKING UP FABRICATION JOB.

5.6.1 CHARGES FOR BUTT WELDING OF PIPES ARISING DUE TO

- I) REVISION OF ENGG. DOCUMENTS
- II) SUPPLY OF SHORTER LENGTHS OF PIPES THAN THE ACTUAL REQUIREMENTS
- III) PROVISION OF SPOOL PIECES LIKE IN THE CASE OF RUBBER LINED PIPES

5.6.2 FOR BUILDING UP OF EDGES OF PIPES 1.5 TIME THE NORMAL EP RATE WILL BE PAID. WHEREVER STRESS RELIEVING AND RADIOGRAPHY TESTS ARE CARRIED OUT, A TOTAL RATE OF ADDITIONAL BUTT JOINT RATE PERTAINING TO THE RELEVANT SIZE WILL BE PAID.

5.6.3 FOR D1 RE-MACHINING OF PIPES, EDGE PREPARATION RATE OF RELEVANT SIZES WILL BE PAID.

5.6.4 FABRICATION CHARGES FOR STEEL CRATES AS PER HPBP / BAP RATE CONTRACT.

5.6.5 HEAT TREATMENT CHARGES ONLY FOR TANKS & VESSELS AND DEAERATORS.

5.6.6 ADDITIONAL CHARGES DUE TO TEST COUPON PREPARATION AS PER SPECIFIC CONTRACT QP.

6.0 DELIVERY REQUIREMENTS:

6.1 THE SEMI-FINISHED, FABRICATED ITEMS ON ACCEPTANCE BY THE BHEL INSPECTOR OR THEIR AUTHORIZED AGENCIES SHALL BE DELIVERED AS FOLLOWS:

- TO RECEIPT STORES (WARD 43) BHEL, TIRUCHY 620 014 OR THIRUMAYAM PLANT FOR CONTRACTORS AT TIRUCHY, SALEM, PUDUKOTTAI DISTRICT, VIRALIMALAI, CHENNAI, RANIPET, VELLORE, SRIPERUMPUDUR, COIMBATORE , TANJORE, DINDIGUL
- TO FOR NEAREST RAIL HEAD OF THE BHEL FOR CONTRACTORS NOT COVERED FROM ABOVE AREAS.

7.0 DOCUMENTS:

7.1 TWO SETS OF DRAWINGS AND GROUP MANUFACTURING SPECIFICATIONS (GMS), ONE COPY OF THE ISSUE OF MATERIAL LIST (IOM), ONE COPY OF THE DIRECTOR OF BOILERS / TAMIL NADU APPROVED DRAWING FOR IBR PGMAS, AND GROUP CERTIFICATES FOR ATTESTED RAW MATERIALS WILL BE SUPPLIED BY BHEL.

7.2 THE ISSUE OF MATERIALS (IOM) LIST GIVES

- A) THE SUMMARY OF RAW MATERIALS / COMPONENTS REQUIRED FOR THE

- SCOPE OF WORK (DUS) AGAINST THE WORK ORDER INDICATED.
- B) RAW MATERIAL REQUIREMENT ARRANGED IN CATEGORY WISE.

WHEREVER ITEMS ARE TO BE MACHINED, NECESSARY MACHINING ALLOWANCE HAS BEEN INCLUDED IN THE RAW MATERIAL REQUIREMENT.

7.3 THE BILL OF MATERIALS SHALL BE WORKED OUT ON THE ABOVE BASIS INDEPENDENTLY BY THE CONTRACTOR AND COMPARED. ANY VARIATIONS SHALL BE BROUGHT TO THE NOTICE OF THE BHEL IMMEDIATELY FOR TAKING FURTHER ACTION.

7.4 THE ISSUE OF MATERIAL LIST CONTAINS:

- A) DESCRIPTION AND SPECIFICATION OF THE MATERIAL, MATL. CODE, CATEGORY.
- B) SUBCONTRACTING MATERIAL ISSUE VOUCHER (SMIV) NUMBER
- C) NET QUANTITY/WEIGHT
- D) DEMANDED QUANTITY WEIGHT (INCLUDES THE STANDARD ALLOWANCES)
- E) W.O. AND DU RANGE
- F) P.O.NUMBER

7.5 SUBSTITUTION ADVICE SHALL BE GIVEN WHENEVER THE MATERIALS ARE SUBSTITUTED. MATERIAL SUBSTITUTION SHALL BE NOTED CAREFULLY AGAINST EACH ITEM IN THE "ISSUE OF MATERIAL" LIST AND PROPER CARE TO BE TAKEN DURING FABRICATION. THE NET WEIGHT WILL BE ALTERED ONLY FOR THE PURPOSE OF ACCOUNTING OF MATERIAL WHEREVER THE SUBSTITUTED MATERIALS ARE USED AS THEY ARE WITHOUT FURTHER MACHINING.

7.6 LOADING ADVICE SLIP WITH ANNEXURES AND GATE PASS WITH ANNEXURES SHALL BE COLLECTED BY THE CONTRACTOR ALONG WITH MATERIAL. WHEREVER IBR ATTESTED MATERIAL IS INVOLVED, GROUP CERTIFICATE ALSO SHALL BE COLLECTED BEFORE MOVING THE MATERIAL TO WORKS.

7.7. ADDITIONAL MATERIALS IF REQUIRED OVER AND ABOVE THE STANDARD ALLOWANCE, WILL BE ARRANGED ON REQUEST SUPPORTED BY CUTTING PLAN DULY APPROVED BY BHEL AUTHORITIES. DETAILS OF SUCH ISSUES SHALL BE ENTERED BY THE CONTRACTOR IN THE "ISSUE OF MATERIAL LIST" AGAINST THE RESPECTIVE ITEMS WITH THE SAME SERIAL NUMBER WITH SUFFIX (A). ECONOMIC CUTTING PLANS ARE TO BE SUBMITTED FOR OUR APPROVAL IN THE FOLLOWING CASES:

- A) WHEREVER THE ISSUED QUANTITY IS INSUFFICIENT OWING TO SHAPE / SIZE.
- B) ALL STAINLESS STEEL ITEMS
- C) EXCESS ISSUE AGAINST DEMANDED QUANTITY.

HOWEVER, IN WORKING OUT SUCH ECONOMIC CUTTING PLANS, IT IS TO BE ENSURED THAT THE DETAILS AS PRESCRIBED IN THE QCPS SHALL HAVE TO BE ADHERED TO. AFTER THE APPROVAL OF THE CUTTING PLANS, ANY OFF-CUT AVAILABLE FROM THE ISSUES MADE EITHER OR IN SUPPLEMENTARY SHALL BE RETURNED TO BHEL STORES AT TIRUCHY / THIRUMAYAM AT CONTRACTOR'S COST. THE CUTTING PLANS AS APPROVED BY OUTSOURCING, PIPING CENTRE, CHENNAI SHALL BE KEPT AT WORKS AND TO BE MADE AVAILABLE WHENEVER REQUIRED BY BHEL OFFICIALS OR THEIR REPRESENTATIVES. FOR OTHER CASES ALSO, CUTTING PLANS ARE TO BE MADE AND PRODUCED AS AND WHEN DEMANDED BY BHEL OFFICIALS OR THEIR REPRESENTATIVES. THE JOBS SHALL BE IN LINE WITH APPROVED CUTTING PLANS. WHENEVER FABRICATION IS DONE WITHOUT PROPER APPROVED CUTTING PLANS, LEADING TO MATERIAL LOSS, COST WILL BE RECOVERED ALONG WITH THE ADMINISTRATIVE CHARGES.

- 7.8 THE CONTRACTOR SHALL ENSURE THAT RECEIPT OF MATERIALS FROM BHEL IS CLOSELY FOLLOWED UP AND SYSTEMATICALLY ENTERED IN THE "ISSUE OF MATERIAL" LIST AS SUGGESTED ABOVE SO THAT MATERIAL SUPPLY POSITION FOR ANY PARTICULAR WORK ORDER WILL BE CLEAR AND UP TO-DATE AT ANY POINT OF TIME. THIS IN TURN WILL ASSIST IN DETERMINING THE MATCHED MATERIAL POSITION FOR ANY WORK ORDER.
- A) FORMULATION OF THE PRODUCTION SCHEDULE AND CORRECT RELEASE OF MATERIALS TO SHOP-FLOOR PROMPTLY.
- 7.9 ON COMPLETION OF THE WORK THE TOTAL ISSUE OF MATERIAL FOR THE WORK ORDER HAS TO BE ACCOUNTED FOR AND THE SCRAP/CUT-BIT MATERIAL DETERMINED ON THE BASIS OF THE 'ISSUE OF MATERIALS LIST' AS UPDATED.

8.0 ISSUE AND ACCOUNTING OF RAW MATERIALS:

8.1 SCOPE OF MATERIAL SUPPLY:

- A) FOR FABRICATION, RAW MATERIALS WITH NECESSARY ALLOWANCES WILL BE ISSUED FROM BHEL STORES / TIRUCHY / THIRUMAYAM. PLEASE NOTE THAT THE RAW MATERIALS WILL BE ISSUED TO A MAXIMUM OF 3 PERCENT ABOVE THE DESIGN WEIGHT FOR STRUCTURALS, RODS, PIPES, SHEETS UP TO AND INCLUDING 4MM AND A MAXIMUM OF 6 PERCENT ABOVE THE DESIGN WEIGHT FOR PLATES 5MM AND ABOVE.
- B) AN INVISIBLE WASTAGE OF 2 PERCENT OF THE DESIGN WEIGHT OF FINISHED PRODUCT WILL BE ALLOWED AND THE BALANCE 1 PERCENT AND 4 PERCENT OF CUT BITS / SCRAPS AGAINST EACH CATEGORY SHALL BE PROPERLY ACCOUNTED BY THE CONTRACTOR AND RETURNABLE MATERIALS SHALL BE DEPOSITED AT BHEL STORES AT THEIR COST.
- C) THE CUTTING PLAN IS TO BE SUBMITTED **WITHIN 10 DAYS** FROM DATE OF ISSUE OF MATERIAL.

8.2 THE CONTRACTOR SHALL SUBMIT THE MATERIAL ACCOUNTING STATEMENT FOR EACH WORK ORDER MENTIONED IN THE PURCHASE ORDER, **WITHIN ONE MONTH** FROM THE DATE OF COMPLETION OF ALL THE DUS OF THE SMIV FOR APPROVAL AND ARRANGE FOR RETURN TO STORES AT TIRUCHI / THIRUMAYAM OR TRANSFER ON IAMTV WITHIN ONE MONTH AFTER ACCEPTANCE OF THE ACCOUNTING. FAILURE TO RETURN MATERIALS WILL ENTITLE RECOVERY FOR THE COST FROM THE RUNNING BILLS AND BHEL WILL CLOSE THE MATERIAL ACCOUNTING AND THE RECOVERIES WILL BE MADE AS PER CONTRACT NORMS ALONG WITH APPLICABLE STATUTORY LEVIES FROM RUNNING BILLS. AFTER THIS IS DONE THE MATERIAL ACCOUNTING WILL BE TREATED AS CLOSED IN ALL RESPECTS. REPEATED OCCURRENCE OF INORDINATE DELAY IN SETTLING THE MATERIAL ACCOUNTAL WILL ENTITLE BHEL THE RIGHT TO TERMINATE THE CONTRACT FORTHWITH, OR TO IMPOSE A TEMPORARY HOLD ON FURTHER LOADING AT THE DISCRETION OF BHEL.

8.3 THE CONTRACTOR SHALL ENSURE THE COMPLETION OF PURCHASE ORDER IN ALL RESPECT INCLUDING MATERIAL ACCOUNTING WITHIN 180 DAYS FROM THE DATE OF ISSUE OF FIRST MATERIAL FROM BHEL STORES. THIS IS A STATUTORY REQUIREMENT UNDER EXCISE RULES AND MUST BE STRICTLY COMPLIED WITH. IN CASE OF FAILURE TO COMPLY, BHEL RESERVE THE RIGHT TO RECOVER THE ENTIRE PRIME MATERIAL COST INCLUDING OTHER RECOVERIES IMMEDIATELY ON COMPLETION OF 180 DAYS.

8.4 IF MATERIAL IS TRANSFERRED FROM ONE WORK ORDER TO ANOTHER WORK ORDER WITHIN THE CONTRACTOR'S WORKS TO MAKE USE OF / OR DUE TO CRITICAL CONDITIONS, AS INSTRUCTED BY PIPING CENTRE, BHEL AND MATERIAL TRANSFERRED FROM ONE CONTRACTOR TO ANOTHER SHOULD BE REGULARIZED WITHIN FIFTEEN DAYS BY PREPARING IAMTV AND GETTING IT DULY ATTESTED BY BHEL AUTHORITIES, FAILING WHICH NO CREDIT WILL BE GIVEN TO THE TRANSFERRED MATERIAL AND APPROPRIATE RECOVERIES WILL BE MADE. THE MATERIAL TRANSFER AS ADVISED BY

OUTSOURCING, PIPING CENTRE, CHENNAI IS TO BE HONOURED WITHIN 15 DAYS OR OTHERWISE, RECOVERY WILL BE MADE AT THE PRIME MATERIAL COST. ANY DIFFICULTY FOR EFFECTING SUCH TRANSFER SHALL BE BROUGHT TO THE KNOWLEDGE OF OUTSOURCING IMMEDIATELY.

- 8.5 SHORT / LONG RADIUS (R-1 TO 1.5D) ELBOWS, TEES, REDUCERS, FORGED WELD NECK FLANGES WILL BE SUPPLIED BY BHEL. HOWEVER EDGE PREPARATION SHALL BE DONE BY THE CONTRACTOR WHEREVER NECESSARY. ALL OTHER MACHINING LIKE MACHINING OF SHORT / LONG RADIUS ELBOWS (R-1 TO 1.5D), TEES, REDUCERS, FORGED WELD NECK FLANGES, FLANGES FROM PLATE, STUBS FROM RODS AND TUBES ETC SHALL ALSO BE DONE BY THE CONTRACTOR.

8.6 MANNER OF MATERIAL UTILISATION

- A) THE RAW MATERIALS ARE SUPPLIED WITH THE ORIGINAL MILL MELT NUMBER AND SPECIFICATION PUNCHED IN THE CASE OF FULL SIZE MATERIAL AND IN THE CASE OF SMALLER SIZES THE ABOVE DETAILS ALONG WITH AIB/BHEL INSPECTION STAMP WILL BE AVAILABLE ON THE MATERIAL. THE RAW MATERIAL BEFORE LIFTED FROM STORES, SHOULD HAVE THE ATTESTATION TRANSFERRED.
- B) WHEN THE MATERIAL IS TO BE CUT INTO SMALLER LENGTHS THE ABOVE DETAILS ARE TO BE TRANSFERRED TO THE PIECES AND THE LOCAL AIB/BHEL INSPECTION STAMP OBTAINED BEFORE CUTTING. AS FOR AS POSSIBLE THE POSITION OF THE MATERIAL HAVING THE ORIGINAL STAMPING IS TO BE RETAINED AS OFFCUT TILL THE END AND SHALL BE RETURNED TO THE BHEL, IF BALANCE LEFT OVER MATERIAL IS RETURNABLE. IF THE CUT-BITS DO NOT CONTAIN THE ATTESTATION, PROPORTIONATE COST (AS DECIDED BY BHEL) OF THE MATERIAL FOR THE CUT-BITS WILL BE RECOVERED FROM THE CONTRACTOR.

8.7 DEFINITION OF OFFCUT / SCRAP NORMS:

SL NO	DESCRIPTION	SCRAP SIZE IN MM	OFFCUT SIZE IN MM
01	CS / AS SHEETS AND PLATES	BELOW 500 X 250	500 X 250 & ABOVE
02	ROLLED SECTIONS – INCLUDING RODS ETC.	BELOW 1000 LENGTH	1000 & ABOVE LENGTH
03	SS SHEETS & PLATES	BELOW 500 X 250	500 X 250 & ABOVE
04	SS STRUCTURALS, SS RODS, SS TUBES, SS PIPES	BELOW 250 LENGTH	250 & ABOVE LENGTH
05	NON-FERROUS : SHEETS & PLATE	BELOW 500 X 250	500 X 250 & ABOVE
06	NON-FERROUS : RODS & TUBES	BELOW 250 LENGTH	250 & ABOVE LENGTH
07	BIG SIZE SCRAP	(2500 & ABOVE) X (150 – 249)	N.A.

08	PIPES, TUBES OTHER THAN P91,P92,T23 AND SS	BELOW 500 LENGTH	500 & ABOVE LENGTH
09	PIPES,TUBES – P91,P92 AND T23	BELOW 250 LENGTH	250 & ABOVE LENGTH

THE OFFCUTS ARE TREATED AS EQUIVALENT TO PRIME MATERIALS

8.8 SCRAP RATES:

BHEL / OUT SOURCING / TIRUCHY RATE CONTRACT RATES ARE APPLICABLE AND THE SAME WILL BE INTIMATED LATER.

IN THE EVENT OF NON- RETURNING OF SCRAP BY CONTRACTORS THE ABOVE CHARGES WILL BE DEDUCTED ALONG WITH THE SALES TAX AND EXCISE DUTY AS APPLICABLE.

8.9 IN THE EVENT OF NON - RETURN OF PRIME MATERIAL / OFF CUTS, VALUE AS PER BHEL'S PREVAILING BOOK VALUE + 25% / 50% FOR INDIGENOUS / IMPORT MATERIALS WILL BE DEDUCTED ALONG WITH SALES TAX AND EXCISE DUTY AS APPLICABLE.

9.0 RISK OF LOSS OR DAMAGE TO BHEL PROPERTY:

9.1 THE RAW MATERIAL ISSUED TO THE CONTRACTOR AS FREE ISSUE IN CONNECTION WITH THE FABRICATION CONTRACT SHALL REMAIN THE PROPERTY OF PIPING CENTRE, CHENNAI. THE CONTRACTOR SHALL USE THE ABOVE MATERIALS ONLY FOR THE EXECUTION OF BHEL'S CONTRACT / ADDENDUM AND FOR NO OTHER PURPOSE WHAT SO EVER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FULL VALUE THEREOF TO BE ASSESSED BY BHEL WHOSE DECISION SHALL BE BINDING ON THE CONTRACTOR. THE CONTRACTOR SHALL BE LIABLE FOR THE LOSS OR DAMAGE TO SUCH PROPERTY FROM WHATEVER CAUSE HAPPENING WHILE SUCH PROPERTY IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CONTRACTOR, THEIR EMPLOYEES, WORKMEN OR AGENTS OR ANY OTHER PERSON CONNECTED WITH THE CONTRACTOR. ALL THE MATERIALS OF BHEL SHALL UNDER NO CIRCUMSTANCES TO BE SOLD / HYPOTHECATED TO ANY BANK OR TO ANY LENDING INSTITUTION OR TO ANY PARTY WHOMSOEVER. IT SHOULD NOT ALSO BE SHOWN AS THE CONTRACTOR'S ASSETS IN ANY OF THE STATEMENTS OF THE CONTRACTOR TO ANY PARTY.

9.2 THE CONTRACTOR SHALL PRODUCE THE MATERIALS SUPPLIED AS FREE ISSUE BY BHEL IN THE FORM OF RAW MATERIAL, SEMI-FINISHED COMPONENTS TO BHEL OFFICIALS VISITING THE CONTRACTOR'S UNIT FOR VERIFICATION PURPOSES. IF THE CONTRACTOR FAIL TO PRODUCE OR PROPERLY ACCOUNT THE MATERIALS SO ISSUED, BHEL WILL TAKE FURTHER ACTION AS DEEMED FIT INCLUDING RECOVERY OF THE VALUE OF THE RAW MATERIALS ALONG WITH THE RESPECTIVE ADMINISTRATIVE CHARGES AND STATUTORY LEVIES FROM THE RUNNING BILLS OF THE CONTRACTOR.

10.0 CLEANING AND PAINTING:

WHEREVER NOT SPECIFIED THE FINISHED COMPONENTS SHALL BE CLEANED BY POWER OPERATED WIRE BRUSH ,SHOT BLASTING FOR THERMALLY WORKED PIPES, PRIOR TO APPLICATION OF PRIMER AND PAINTED WITH ONE COAT OF RED-OXIDE ZINC PHOSPHATE PRIMER (ALKYD BASED) CONFORMING TO IS 12744 AND ONE FINISH COAT OF SYNTHETIC ENAMEL LONG OIL ALKYD TO IS 2932 OF COLOUR SHADE SMOKE GREY AS PER QCP NO:07. THE FOLLOWING DETAILS ARE TO BE STENCILED:

THE WORK ORDER NUMBER (13 DIGITS), DU NUMBER (3 DIGITS), NO.OFF, WEIGHT, COLOUR CODE AND FLOW DIRECTION.

THE FOLLOWING DETAILS ARE TO BE HARD-STAMPED: THE WORK ORDER NUMBER (13 DIGITS), DU NUMBER, SPECIFICATION, MELT NUMBER, FIRM CODE, QUANTITY ETC, AS INDICATED BY BHEL. FOR PIPES/TUBES OF THICKNESS LESS THAN 4.5MM, MATERIAL SPECIFICATION SHALL BE ENGRAVED/PUNCHED WITH SUITABLE PUNCH. THIS SHALL BE COVERED WITH AN OVERCOAT OF TRANSPORT VARNISH. THE MACHINED SURFACES SHALL BE GIVEN ONE COAT OF RUST PREVENTIVE OIL (BONITA COMPOUND). THE INSIDE SURFACE OF ALL PIPES AND BENDS IS TO BE THOROUGHLY CLEANED BEFORE DESPATCH. THE CONDITIONS INDICATED IN THE RELEVANT QCP/QP SHALL ALSO BE COMPLIED WITH.

THE PAINTS SHALL BE PROCURED FROM BHEL APPROVED PAINT MANUFACTURER'S LIST.

11.0 TECHNICAL REQUIREMENTS:

- A) FABRICATION SHALL STRICTLY CONFORM TO THE DIMENSION AND TOLERANCE INDICATED IN THE DRAWINGS. CARE MUST BE TAKEN TO STRICTLY ADHERE TO THE NOTES GIVEN IN THE DRAWING AND QCP/QP.
- B) ALL MACHINING, HEAT TREATMENT AND NON DESTRUCTIVE TESTING SHALL BE CONDUCTED AS STIPULATED IN THE QCP/QP/TIPS.
- C) BULK MANUFACTURE SHALL BE TAKEN UP ONLY AFTER THE APPROVAL OF THE FIRST SAMPLE BY OUR INSPECTOR/IB.
- D) IN CASE OF HOT BENDING, SHOT BLASTING OR ACID PICKLING SHALL BE DONE TO REMOVE SCALES ETC.
- E) IN CASE OF MANUFACTURE WITH CONTRACTOR'S MATERIALS, TEST CERTIFICATES SHALL BE PROVIDED.
- F) EXTRA JOINTS SHALL BE AVOIDED AS FAR AS POSSIBLE. WHEREVER IT COULD NOT BE AVOIDED, THE EXTRA JOINT MAY BE PROVIDED WITH THE PRIOR PERMISSION OF BHEL. DETAILS OF EXTRA JOINT SHOULD BE INCORPORATED IN THE INSPECTION REPORT AND TO BE DULY ATTESTED BY THE INSPECTION ENGINEER.
- G) NORMAL PACKING SHALL BE MADE BY THE CONTRACTOR TO AVOID TRANSIT DAMAGES.
- H) ANY OTHER WORK CARRIED OUT OTHER THAN THE REQUIREMENTS OF DRAWINGS/QCPS SHALL HAVE THE PRIOR WRITTEN APPROVAL OF THE COMPETENT AUTHORITY OF OUTSOURCING, PIPING CENTRE, BHEL, CHENNAI.
- I) ONLY THE RIGHT KIND OF MATCHING ELECTRODES SHALL BE USED AS CALLED FOR IN THE DRAWING.
- J) OUTSOURCING OF DISHED ENDS FROM PLATES SHALL BE DONE ONLY THROUGH THE SUB VENDORS APPROVED BY BHEL.

12.0 INSPECTION:

- 12.1 ALL FABRICATED COMPONENTS SHALL BE OFFERED FOR BHEL INSPECTION OR INSPECTION BY BHEL AUTHORIZED AGENCY. ALSO IBR (INDIAN BOILER REGULATIONS) INSPECTION WILL BE INVOLVED WHEREVER THE ITEMS ARE COMING UNDER THE PURVIEW OF IBR, WHICH SHALL BE ARRANGED BY THE CONTRACTOR. APART FROM THE ABOVE INSPECTIONS, THERE MAY BE THIRD PARTY INSPECTION LIKE LLOYDS / NTPC / NPCIL ETC., AS NOMINATED BY BHEL / CUSTOMER AS PER SPECIFIC CUSTOMER REQUIREMENTS.
- 12.2 FEES FOR INSPECTION BY IBR AUTHORITIES SHALL BE PAID AS PER CLAUSE 395-A OF IBR. THIS WILL BE REIMBURSED BY BHEL BASED ON DOCUMENTARY PROOF.

- 12.3 ALL FACILITIES, EQUIPMENTS AND INSTRUMENTS REQUIRED FOR INSPECTION SHALL BE PROVIDED BY THE CONTRACTOR FREE OF COST. BHEL'S REPRESENTATIVES WILL HAVE FREE ACCESS TO CONTRACTOR'S WORKS DURING THE CURRENCY OF THE CONTRACT.
- 12.4 HISTORY CARDS SHALL BE MAINTAINED FOR ALL THE ITEMS (DU WISE) DULY SIGNED BY BHEL INSPECTOR. ONE COPY OF THE HISTORY CARD SHALL BE HANDED OVER TO DOCUMENTATION SECTION OF QA&C/BHEL. IN ADDITION ALL INSPECTION **DOCUMENTS LIKE IR'S, HISTORY CARDS, INPROCESS REPORTS/CHARTS, COC, CHP, MDCC, LLOYDS/THIRD PARTY IR'S ETC TO BE SUBMITTED AS SOFT FILE IN A CD TO QUALITY DEPARTMENT.**
- 12.5 HISTORY CARDS AND RADIOGRAPHIC FILMS SHALL BE STORED BY THE CONTRACTOR FOR A PERIOD OF 5 YEARS AFTER THE COMPLETION OF THE DU FOR ANY CROSS IDENTIFICATION.
- 12.6 FORM-IIIA / IIIC DULY STAMPED BY DIRECTOR OF BOILERS SHALL BE SUBMITTED WITHIN THIRTY DAYS FROM THE DATE OF COMPLETION OF LAST DU IN A WORK ORDER. CONTRACTOR IS RESPONSIBLE FOR THE PROMPT SUBMISSION OF IBR DATA BOOKLET WITHIN THE STIPULATED TIME AND REPEATED OCCURRENCE OF INORDINATE DELAY IN SUBMISSION OF IBR CERTIFICATES DUE TO REASONS ATTRIBUTABLE TO THE CONTRACTOR, WILL ENTITLE BHEL THE RIGHT TO TERMINATE THE CONTRACT FORTHWITH, OR TO IMPOSE A TEMPORARY HOLD ON FURTHER LOADING AT THE DISCRETION OF BHEL.

12.7 INSTRUMENTS & GAUGES ARE TO BE CALIBRATED AS FOLLOWS:

	TYPE	PERIODICITY
01	MEASURING INSTRUMENTS/GAUGES	1 YEAR
02	LIMIT GAUGES	1 YEAR
03	TEMPERATURE / PRESSURE GAUGES	6 MONTHS
04	MEASURING STEEL TAPES	ONCE

OUR REPRESENTATIVES / AUTHORISED AGENTS SHALL HAVE FREE ACCESS TO THE FABRICATOR'S WORKS AT ANY TIME DURING THE EXECUTION OF THE ORDERS AS WELL AS FOR VERIFICATION OF REQUISITE DOCUMENTS / MATERIALS.

THE SEMI FINISHED COMPONENTS ARE DEEMED TO HAVE BEEN ACCEPTED AS READY FOR DELIVERY ONLY AFTER IR IS RAISED BY THE INSPECTOR / AGENCY.

THE PAINT QUALITY WILL BE CHECKED BY THE BHEL AT REGULAR INTERVELS.SAMPLES WILL BE COLLECTED FROM VENDOR WORKS AND WILL BE TESTED AT BHEL TO ENSURE QUALITY AS PER RELEVANT STANDARDS.IN CASE OF DISCREPANCY IN MEETING OUR SPECIFICATION THE JOB MAY BE REJECTED / VENDOR MAY BE PUT UNDER SUSPENSION OF BUSINESS.

13.0 PROGRESS REPORT:

- 13.1 THE CONTRACTOR SHALL FROM TIME TO TIME RENDER SUCH REPORTS CONCERNING THE ROGRESS OF THE CONTRACT AS MAY BE REQUIRED BY THE BHEL. THE SUBMISSION, RECEIPT AND ACCEPTANCE OF SUCH REPORTS SHALL NOT PREJUDICE THE RIGHTS OF THE BHEL UNDER THE CONTRACT, NOR SHALL OPERATE AS AN ESTOPPEL AGAINST THE BHEL MERELY BY REASON OF THE FACT THAT HE HAS NOT

TAKEN NOTICE OF OR OBJECTED TO ANY INFORMATION CONTAINED IN SUCH REPORTS. ACTION AS DEEMED FIT WILL BE TAKEN IF THE PROGRESS OF WORK IS NOT SATISFACTORY.

- 13.2 THE CONTRACTOR SHALL FURNISH A MONTHLY REPORT (STATUS AT THE END OF EVERY CALENDAR MONTH) REGARDING THE AVAILABILITY OF FREE ISSUE OF MATERIAL AT THEIR END AS PER THE REQUIREMENTS OF BHEL AND FURNISH A PLAN OF COMPLETION IN CONSULTATION WITH BHEL.

14.0 REJECTIONS:

- 14.1 FOR ANY REJECTIONS THAT MAY TAKE PLACE DURING THE COURSE OF MANUFACTURING, DUE TO RAW MATERIAL DEFECT, BHEL WILL ALLOW PROPORTIONATE PAYMENT TO THE EXTENT OF MANUFACTURING CARRIED OUT AS CERTIFIED BY BHEL INSPECTOR. FOR REJECTION DUE TO OPERATOR'S FAULT, BHEL WILL RECOVER THE COST OF RAW MATERIALS AT BHEL'S CURRENT BOOK RATE PLUS 25%/50% FOR INDIGENOUS/IMPORT MATERIALS, IF THE REJECTION RATE EXCEEDS 2 PERCENT OF THE ORDERED QUANTITY.
- 14.2 THE MATERIAL AS PDO(PART DISPOSITION ORDER) DUE TO REASONS OTHER THAN FAULTY WORKMAN-SHIP SHALL BE RETURNED TO BHEL STORES, FAILING WHICH RECOVERY WILL BE MADE ON THE VALUE OF THE MATERIAL PLUS DEPARTMENTAL / FINANCING CHARGES FIXED FROM TIME TO TIME. IN ADDITION STATUTORY TAXES, DUTIES AND LEVIES APPLICABLE WILL ALSO BE RECOVERED.

15.0 INSURANCE:

- 15.1 TRANSIT INSURANCE FOR THE RAW MATERIALS TAKEN FROM THE BHEL STORES AND FOR THE FINISHED PRODUCTS UP TO HANDING OVER AT TIRUCHY / THIRUMAYAM (OR) FOR NEAREST RAIL HEAD SHALL BE ARRANGED BY THE CONTRACTOR. IF AS A RESULT OF A CONTRACT, THE BHEL AGREES TO DELIVER THE RAW MATERIALS AT THE CONTRACTOR'S WORKS THEN IN SUCH CASE ONLY THE TRANSIT INSURANCE FOR SUCH PORTION SHALL BE ARRANGED BY THE BHEL AT THEIR COST.
- 15.2 TO ENABLE THE BHEL TO TAKE OUT THE TRANSIT INSURANCE POLICY FOR THE FABRICATED MATERIALS DESPATCHED DIRECTLY TO SITE THE CONTRACTOR SHALL INTIMATE BY E-MAIL ABOUT THE DESPATCH OF MATERIALS FROM HIS WORKS WITHIN 24 HOURS OF DESPATCH AS PER THE DELIVERY INSTRUCTIONS OF THE BHEL. THE E-MAIL SHALL INDICATE WORK ORDER NUMBER, DU NUMBER, WEIGHT, LWB NO/RR AND THE CARRIERS NAME/WAGON NUMBER, IN ADDITION TO THIS THE CONTRACTOR SHALL FORWARD 2 PHOTO COPIES OF THE LWB/RR BY THE NEXT MAIL TO THE BHEL
- 15.3 IF THE CONTRACTOR FAILS EITHER TO SEND THE E-MAIL INTIMATION AND OR FAILING TO SEND A COPY OF THE LWB/RR AS MENTIONED IN 15.2 ABOVE, THE ENTIRE INSURANCE RESPONSIBILITY SHALL DEVOLVE ON THE CONTRACTOR AND ANY LOSS/DAMAGE OCCURRED DURING TRANSIT SHALL BE RECOVERED FROM THE CONTRACTOR. THIS SHALL INCLUDE NOT ONLY THE FABRICATION CHARGES BUT ALSO THE COST OF RAW MATERIALS. THE AMOUNT FOR RECOVERY AS COMPUTED BY THE BHEL SHALL BE FINAL.
- 15.4 WITHOUT PREJUDICE TO THE ABOVE RIGHT, THE BHEL IS AT LIBERTY TO DEDUCT AN AMOUNT NOT EXCEEDING 2 PERCENT OF THE CONTRACT VALUE FOR THE FAILURE OF THE CONTRACTOR IN FURNISHING THE ABOVE E-MAIL/ AND/OR COPIES OF LWB/RR.

16.0 GUARANTEE:

16.1 THE CONTRACTOR SHALL WARRANT THAT THE FABRICATIONS COMPLY AS FULLY WITH THE DRAWINGS AND OTHER TECHNICAL CONDITIONS. IF THE FABRICATIONS ARE FOUND DEFECTIVE OWING TO FAULTY WORKMAN-SHIP/INCOMPLETE WORK WITHIN A PERIOD OF EIGHTEEN MONTHS FROM THE DATE OF DESPATCH FROM THE CONTRACTOR'S WORKS, THE CONTRACTOR SHALL MAKE GOOD OF IT/REPLACE THE SAME FREE OF COST. ALTERNATIVELY, THE REWORK / REPLACEMENT CHARGES WILL BE RECOVERED.

16.2 BANK GUARANTEE:

A BANK GUARANTEE FOR THE SAFE CUSTODY OF THE MATERIALS ISSUED BY BHEL AS FREE ISSUE IS TO BE EXECUTED AS PER OUR FORMAT ATTACHED BY ANY ONE OF THE NATIONALISED BANKS/SBI GROUP BANKS ON BEHALF OF THE CONTRACTOR AND THE SAME IS TO BE KEPT VALID FOR A PERIOD OF TWELVE MONTHS AND CLAIM PERIOD OF THREE MONTHS THEREAFTER. ALSO THE ABOVE BANK GUARANTEE SHALL BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF VALUE OF RS.100/- AS PER OUR STANDARD GUARANTEE CLAUSES. THE BANK GUARANTEE SHOULD COVER THE RECOVERIES TO BE MADE BY BHEL TOWARDS SCRAP / FAULTY WORKMANSHIP ETC. AND ALSO FOR PROPER MATERIAL ACCOUNTING NOT MADE WITHIN THE STIPULATED TIME. THE BANK GUARANTEE SHOULD BE FOR A VALUE OF **RS. 10,00,000 (RUPEES TEN LAKH ONLY)** IN CASE BANK GUARANTEE IS ALREADY AVAILABLE WITH BHEL THE VALUE AND VALIDITY IS TO BE AMENDED AS PER BHEL REQUIREMENT.

17.0 PAYMENT:

17.1 PAYMENT WILL BE MADE AS PER ACTUAL FINISHED COMPONENT WEIGHT / QTY BASIS.

A) FOR IBR PGMAS 85% PAYMENT SHALL BE MADE AGAINST INVOICES (TO BE SUBMITTED IN DUPLICATE) SUPPORTED BY IR FROM BHEL INSPECTOR/AUTHORIZED AGENCY AND DC ACKNOWLEDGED BY RECEIPT WARD BHEL, TIRUCHY/THIRUMAYAM. 15% PAYMENT SHALL BE MADE AGAINST:

1) SUBMISSION OF QUALITY DOCUMENTS-PARTICULARLY IBR CERTIFICATES DULY AUTHORIZED BY RESPECTIVE STATE CIB IN FORM III-A./III-C. IN THIS REGARD, A COPY OF COVERING LETTER WITH THE ACKNOWLEDGEMENT OF BHEL/QA&C FOR HAVING RECEIVED THE IBR CERTIFICATES FROM SUBCONTRACTOR SHALL ACCOMPANY THE 15% INVOICES.

2) MATERIAL ACCOUNTAL - AFTER COMPLETION OF THE LAST DU, MATERIAL ACCOUNTAL SHALL BE COMPLETED WITHIN 30 DAYS.

B) FOR NON-IBR PGMAS 100% PAYMENT SHALL BE MADE AGAINST INVOICES (TO BE SUBMITTED IN DUPLICATE)SUPPORTED BY IR FROM BHEL INSPECTOR / AUTHORIZED AGENCY AND DC ACKNOWLEDGED BY RECEIPT WARD BHEL, TRICHY/CHENNAI.

17.2 IBR FEES PAID MAY BE CLAIMED THROUGH 100% INVOICE SUPPORTED BY DOCUMENTS (COPY OF TREASURY CHALLAN).

17.3 THE CONTRACTOR SHALL ENSURE THAT ALL THE CLAIMS ARE MADE AGAINST THE PARTICULAR WORK ORDER BEFORE THE SUBMISSION OF 15%(FINAL) BILL SINCE BHEL WILL NOT BE ABLE TO RE-OPEN THE CASE AFTER RECEIPT OF 15% (FINAL BILL). THIS 15% BILLS SHOULD BE SUBMITTED WITHIN 1 MONTH FROM THE DATE OF COMPLETION

OF THE WORK ORDER. IN CASE OF NON-SUBMISSION OF 15% BILL THE AMOUNT DUE TO THE BHEL IF ANY, OUT OF THE BALANCE MATERIAL TO BE RETURNED WILL BE RECOVERED FROM THE CONTRACTOR'S RUNNING BILLS. REQUEST FOR DELIVERY EXTENSION IS TO BE MADE BEFORE CLAIMING 15% (FINAL) BILL. NO REQUEST FOR EXTENSION /REFUND OF PENALTY WILL BE ENTERTAINED AFTER SUBMISSION OF THE 15% (FINAL) BILL.

- 17.4 PAYMENT WILL BE MADE AFTER 45 DAYS FROM THE DATE OF DISPATCH AND SUBMISSION OF VALID INVOICES.

18.0 SUBLETTING:

18.1 THE CONTRACTOR WILL NOT SUBLET OR ASSIGN THIS CONTRACT OR ANY PART THEREOF WITHOUT THE WRITTEN PERMISSION OF THE BHEL. IN THE EVENT OF THE CONTRACTOR SUBLETTING OR ASSIGNING THIS CONTRACT OR PART THEREOF WITHOUT SUCH PERMISSION, THE BHEL SHALL BE ENTITLED TO CANCEL THE CONTRACT AND TO EXECUTE THE FABRICATION WORK ELSEWHERE AT THE RISK AND ACCOUNT OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE LIABLE FOR ANY LOSS OR DAMAGE WHICH THE BHEL MAY SUSTAIN IN CONSEQUENCE OF OR ARISING OUT OF SUCH FABRICATION ELSEWHERE.

18.2 PART PROCESSING: THE CONTRACTOR MAY ASSIGN FOR COMPLETING JOBS LIKE, HEAT TREATMENT, GALVANISING, YELLOW CHROMATISING, RADIOGRAPHY AND OTHER NDT TESTS, BENDING, ACID PICKLING, BLAST CLEANING, RUBBER LINING AND OTHER SPECIAL PAINTING REQUIREMENTS THROUGH BHEL APPROVED SOURCES. THE DOCUMENTARY EVIDENCES WILL BE KEPT AT CONTRACTOR WORKS FOR BHEL VERIFICATION.

19.0 DELAYED EXECUTION, FAILURE & TERMINATION OF CONTRACT:

19.1 THE TIME FOR THE DATE OF DELIVERY OF FABRICATION SHALL BE NORMALLY 45 DAYS FROM THE DATE OF COLLECTION OF THE LAST RAW MATERIAL FOR ANY PARTICULAR DU. THIS DELIVERY TIME SHALL BE DEEMED TO BE THE ESSENCE OF THE CONTRACT

19.2 IF THE CONTRACTOR FAILS TO DELIVER THE FABRICATED MATERIALS OR INSTALLMENT THEREOF WITHIN THE PERIOD FIXED FOR SUCH DELIVERY OR AT ANY TIME REPUDIATE THE CONTRACT BEFORE THE EXPIRY OF THE PERIOD, THE BHEL MAY RECOVER DAMAGES FOR BREACH OF CONTRACT AS UNDER.

- A) RECOVER FROM THE CONTRACTOR AS PER AGREED LIQUIDATED DAMAGES, A SUM EQUIVALENT TO ½% OF THE VALUE OF THE ASSEMBLIES (FABRICATION COST) DELAYED FOR EACH WEEK OR PART THERE OF BUT NOT EXCEEDING 10% OF THE TOTAL VALUE FOR EACH WORK ORDER WHERE DELIVERY IS ACCEPTED AFTER THE EXPIRY OF THE DELIVERY PERIOD.
- B) FABRICATE ELSE WHERE WITHOUT NOTICE TO THE CONTRACTOR ON ACCOUNT AND AT THE RISK OF CONTRACTOR, THE FABRICATIONS NOT DELIVERED WITHOUT CANCELING THE CONTRACT IN RESPECT OF INSTALLMENTS OF FABRICATIONS NOT YET DUE FOR DELIVERY.
- C) CANCEL THE CONTRACT OR A PORTION THEREOF AND IF SO DESIRED FABRICATE ELSEWHERE AT THE RISK AND COST OF THE CONTRACTOR.

20.0 TAXES:

20.1 WORKS CONTRACT VAT.

IN RESPECT OF FABRICATION CONTRACTS, AS THE FIRM IS FABRICATING THE MATERIAL ISSUED BY BHEL AND THE FABRICATED COMPONENT IS PAINTED BY THE SUBCONTRACTOR, WORKS CONTRACT TDS WILL BE RECOVERED ON THE TOTAL VALUE OF THE WORKS CONTRACT @5% OR AS APPLICABLE UNDER TNVAT ACT. FABRICATOR HAS TO PROVIDE TIN NUMBER TO ENABLE BHEL TO DEDUCT AND REMIT THE APPLICABLE WORKS CONTRACT TDS. BHEL WILL ISSUE FORM 'T' (WORKS CONTRACT TDS CERTIFICATE) PERIODICALLY. ALTERNATIVELY SUBCONTRACTOR CAN SUBMIT FORM 'S' (ERSTWHILE FORM 7F) RECEIVED FROM ASSESSING OFFICER, COMMERCIAL TAXES, OF THE RESPECTIVE CIRCLE FOR NON-DEDUCTION OF WORKS CONTRACT TDS BY BHEL.

20.2 TAXES APPLICABLE IF ANY WILL BE REIMBURSED AT ACTUAL ON SUBMISSION OF NECESSARY TAX INVOICE MENTIONING THE TIN / REGISTRATION NUMBER AND PROOF OF PAYMENT TO THE STATUTORY AUTHORITIES.

20.3 INCOME TAX DEDUCTION AT SOURCE AS APPLICABLE PERCENTAGE AS IN THE IT ACT FROM TIME TO TIME WILL BE MADE ON THE VALUE OF THE BILLS IN THE ABSENCE OF INCOME TAX EXEMPTION CERTIFICATE FROM THE CONCERNED IT OFFICER.

21.0 EXCISE DUTY:

21.1 AS PER THE PRESENT PROCEDURE ALL RAW MATERIALS/INPUTS ARE ISSUED TO SUBCONTRACTORS UNDER EXCISE COVER. ALL SEMIFINISHED FABRICATIONS, WASTE, SCRAP ARE TO BE DEPOSITED BACK AT BHEL/TIRUCHY/ THIRUMAYAM. SUBCONTRACTORS HAVE TO FULFILL THE OBLIGATIONS UNDER THIS. ANY NON FULFILMENT LEADING TO PAYMENT TO EXCISE SHALL BE RECOVERED FROM SUBCONTRACTORS.

21.2 IN CASE OF DIRECT DISPATCH TO SITE FROM SUBCONTRACTORS WORK DUE TO URGENCY IN THAT CASE ONLY, IF THE SUBCONTRACTOR COMES UNDER THE COVERAGE OF EXCISE, EXCISE DUTY WILL BE EXTRA AS APPLICABLE BY THE DOCUMENTS. ANY CREDIT TAKEN FOR INPUT, EXCISE DUTY HAS TO BE PASSED ON TO PIPING CENTRE, CHENNAI. BHEL WILL HAVE THE RIGHT TO EXAMINE THE EXCISE RECORDS.

21.3 BHEL WILL BE AVAILING MODVAT/CENVAT BENEFITS AND ACCORDINGLY THE RAW MATERIAL ISSUED TO SUBCONTRACTORS ARE GOVERNED BY THE CURRENT PROCEDURES. SUBCONTRACTOR SHALL RETURN THE FINISHED GOODS WITHIN 180 DAYS FOR THE PURPOSE OF FULFILLMENT OF EXCISE LAWS. HOWEVER, THE DELIVERY CONDITIONS OF THIS CONTRACT WILL BE THE OVERRULING CONDITION FOR EXECUTION. ALL CONTRACTORS ARE TO ENSURE THE EXCISE LAWS WITH RESPECT TO MODVAT/CENVAT ARE COMPLIED WITH. ANY MATERIALS WHICH COULD NOT BE CONVERTED AS PRODUCT WITHIN 180 DAYS TO BE INFORMED TO BHEL.

- A. THE BHEL WILL REIMBURSE THE EXCISE DUTIES CLAIMED AT THE TIME OF DELIVERY OF THE FABRICATED COMPONENTS SUPPORTED BY DUTY PAID DOCUMENTS. AND THE CLAIM FOR DUTY NOT PREFERRED AT THE TIME OF SUPPLY OF THE MATERIAL WILL NOT BE ENTERTAINED. DC NUMBER, WEIGHT AND THE WORK ORDER NUMBER SHALL BE INCORPORATED IN THE EXCISE DUTY GATE PASS TO IDENTIFY THE BHEL'S GOODS. WHEREVER REFUNDS ARE INVOLVED THE SAME SHALL BE CLAIMED PROPERLY AND THE PROCEEDS PASSED ON TO PIPING CENTRE, CHENNAI IMMEDIATELY. PIPING CENTRE, CHENNAI WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY DUTIES WRONGLY PAID ON ACCOUNT OF IGNORANCE OF LAW OR OTHERWISE. FOR THE PURPOSE OF CALCULATING ED, SUB CONTRACTORS ARE ADVISED TO TAKE THE VALUE OF MATERIAL FROM BHEL.

THE CONTRACTOR SHALL OBSERVE ALL THE EXCISE FORMALITIES AS PER THE RECENT AMENDMENTS TO THE ACT APPLICABLE TO THEM. CENTRAL EXCISE DUTY AS APPLICABLE WILL BE PAID EXTRA AGAINST CERTIFICATION IN INVOICE OR SEPARATELY AS UNDER "WE CERTIFY THAT THE EXCISE DUTY CHARGED IN

THIS INVOICE HAS BEEN PAID TO THE CREDIT GOVERNMENT CENTRAL EXCISE LICENSE NO. _____ PLA ACCOUNT NO _____ DATED _____. WE ALSO AGREE TO REFUND THE EXCISE DUTY AMOUNT COLLECTED FROM YOU IF THE ABOVE ITEMS ARE EXEMPTED FROM THE LEVY OF EXCISE DUTY AT A LATER DATE".

22.0 VALIDITY:

THE OFFERS SUBMITTED SHALL BE VALID FOR A MINIMUM PERIOD OF 180 DAYS FROM THE DATE OF PRICE BID OPENING. NO REVISION OF BIDS IS ALLOWED, AFTER SUBMISSION TILL FINALIZATION OF THE RATE CONTRACT.

23.0 DELIVERY TERMS:

- 23.1 DELIVERY PERIOD FOR EACH P.O. SHALL BE **THREE MONTHS** FROM LAST MATERIAL CLEARANCE DATE INCLUDING FURTHER MATERIALS, WHICHEVER IS LATER. HOWEVER ACTUAL DELIVERY SHALL BE FIXED BY BHEL FOR EACH P.O. BASED ON PROJECT REQUIREMENT AND PRODUCT LEAD TIME.
- 23.2 THE DELIVERY PERIOD INCLUDES TIME INVOLVED IN MATERIAL COLLECTION, CUTTING PLAN APPROVAL, COLLECTION OF FURTHER MATERIALS IF ANY AND HANDING OVER OF FINISHED GOODS TO BHEL SHIPPING.
- 23.3 FABRICATED ITEMS SHALL BE DOOR DELIVERED AT SHIPPING / STORES INSIDE THE FACTORY, BHEL, TIRUCHY / TIRUMAYAM.
- 23.4 THE DELIVERY CHALLAN (DC) ACCOMPANYING THE FINISHED / SEMI FINISHED FABRICATIONS IS TO BE ACKNOWLEDGED BY BHEL AS PROOF OF RECEIPT (PAYMENT AND BILLING).

24.0 EVALUATION OF THE PRICE BIDS:

- 24.1 THE RATES QUOTED SHALL BE EVALUATED RATE CODE WISE ON THE BASIS OF "TOTAL COST TO BHEL".
- 24.2 IF THE L1 RATE AGAINST ANY RATE CODE ARE FOUND NOT ACCEPTABLE TO BHEL, THEN THE L1 VENDORS MAY BE CALLED FOR NEGOTIATION BEFORE FINALISING THE RATE.
- 24.3 BHEL HAS THE RIGHT TO RE FLOAT OR SHORT CLOSE THE TENDER IF L1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE, OR FOR OTHER REASONS.
- 24.4 **ABNORMALLY LOW BIDS**

A BID MAY BE CONSIDERED AS ABNORMALLY LOW BID IF (I) THE BID PRICE BY THE L1 IS LOWER BY 30% OR MORE, THAN THE INDENT ESTIMATE AGAINST OPEN TENDER AND (II) THE DIFFERENCE BETWEEN L1 AND L2 PRICE IS MORE THAN 10% OF THE ESTIMATE.

SUCH BIDS MAY BE REJECTED IF THE PURCHASE COMMITTEE DETERMINES THAT THE PRICE QUOTED BY THE BIDDER IS ABNORMALLY LOW AS DEFINED ABOVE.

UPON REJECTION OF THE ABNORMALLY LOWER BID ONLY THE REMAINING BIDS AVAILABLE FOR RECKONING SHALL BE CONSIDERED AND RANKED

DURING THE COURSE OF FINALIZATION ,IF THE PRICES OFFERED BY L1 BIDDERS ARE FOUND TO BE UN REALISTIC , UNWORKABLE WITH RESPECT TO BHEL'S ESTIMATES OR PREVAILING MARKET RATES, BHEL WILL ASK FOR JUSTIFICATION ALSO DEMAND THE BREAK UP COST ELEMENT FOR SUCH RATES FROM THE VENDORS WITH APPROPRIATE DOCUMENTARY EVIDENCE AND IF NOT SUBMITTED IT WILL BE CONSTRUED THAT THE VENDOR HAS OFFERED THE RATES WITH AN INTENTION TO SABOTAGE THE BHEL TENDER PROCESS/TEMPER TENDERING PROCEDURE , AFFECTING THE RC PROCESS.IN SUCH CASES, BHEL WILL TAKE APPROPRIATE ACTION IN LINE WITH BHEL PROCEDURES. HENCE THE BIDDERS ARE ADVISED TO EXERCISE THE ABUNDANT CARE IN SUBMITTING A CORRECT AND GENUINE OFFER.

24.5 **The bids with highest rates in the order of ranking (H1, H2, H3, etc) for each Rate code will be eliminated from tender / Rate Contract as per following criteria:**

**No. of technically suitable vendors upto 10 = H1 will be eliminated.
Do - 11-20 limit = H1,H2 will be eliminated.
Do - 21-30 limit = H1-H3 will be eliminated.
Do - 31-55 limit = H1-H4 will be eliminated.**

INCASE MORE THAN ONE VENDOR QUOTED THE SAME HIGHEST PRICE THEN ALL THE HIGHEST BIDDERS WILL BE CONSIDERED AS SAME RANK AND REMOVED.

H1 ELIMINATION WILL NOT BE APPLICABLE FOR EXTRA RATE SCHEDULES (SCHEDULE-11).

25.0 COUNTER OFFER AND LOAD DISTRIBUTION:

25.1 TENDER QUANTITY MAY INCREASE / DECREASE DURING THE RATE CONTRACT PERIOD.BHEL DOES NOT GUARANTEE ANY MINIMUM LOAD FOR ANY VENDOR.

25.2 ONCE THE L1 RATES FOR THE RATE SCHEDULES ARE FINALISED BY BHEL, THEN THE L1 RATE SHALL BE COUNTER OFFERED TO THE OTHER TECHNICALLY QUALIFIED VENDORS FOR THE QUOTED RATE SCHEDULES FOR THEIR ACCEPTANCE.

25.3 BASED ON THE ACCEPTANCE OF VENDORS FOR THE RATE SCHEDULES, RATE CONTRACT WILL BE ENTERED WITH THE VENDOR FOR THE ACCEPTED RATE SCHEDULES.

25.4 L1 BIDDERS W.R.T INDIVIDUAL RATE SCHEDULE WILL BE LOADED MAXIMUM QUANTITY OF OUR REQUIREMENT, SUBJECT TO CAPACITY AVAILABILITY, DELIVERY PERFORMANCE AND QUALITY.

25.5 IF THE COUNTER OFFER GIVEN BY BHEL TO OTHER THAN L1 VENDORS NOT ACCEPTED BY THEM, THEN BHEL WILL PLACE ORDERS FOR TOTAL QUANTITY ON THE RESPECTIVE L1 VENDOR - RS WISE. IN CASE THE L1 VENDOR DOESNOT EXECUTE THE ORDERS, BHEL MAY GET THE JOB DONE THROUGH OTHER VENDORS AT THE RISK AND COST OF L1 VENDOR AND THE EXTRA EXPENDITURE INVOLVED IF ANY SHALL BE RECOVERED FROM THE L1 VENDOR FROM ANY AMOUNT DUE TO THEM.

25.6 IF THE COUNTER OFFER IS ACCEPTED BY ONLY FEW VENDORS, THEN BHEL WILL PLACE ORDERS ONLY TO THOSE VENDORS. IN CASE THOSE VENDORS DO NOT EXECUTE THE ORDERS, BHEL MAY GET THE JOB DONE THROUGH OTHER SOURCES AT THE RISK AND COST OF THOSE VENDORS AND THE EXTRA EXPENDITURE INVOLVED SHALL BE RECOVERED FROM THOSE VENDORS FROM ANY AMOUNT DUE TO THEM. BHEL MAY ALSO PUT ON HOLD BUSINESS DEALINGS WITH SUCH VENDORS AS PER BHEL POLICY GUIDELINES.

26.0 **SUBMISSION OF MSME EM-II CERTIFICATE (MICRO AND SMALL VENDORS)**

26.1 MSME SUPPLIERS CAN AVAIL THE INTENDED BENEFITS OF 20 % IF THEY SUBMIT ALONG WITH OFFER, ATTESTED COPIES OF EITHER EM II CERTIFICATE HAVING DEEMED VALIDITY (TWO YEARS FROM THE 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 THE QUANTUM OF INVESTMENT IN PLANT AND MACHINERY WITHIN THE PERMISSIBLE LIMIT AS PER ACT FOR RELEVANT STATUS (MICRO OR SMALL) WHERE THE DEEMED VALIDITY OF EM II IS OVER. DATE TO BE RECKONED FOR DETERMINING THE DEEMED VALIDITY WILL BE THE LAST DATE OF THE BID SUBMISSION. NON SUBMISSION OF SUCH DOCUMENTS WILL LEAD TO CONSIDERATION OF BIDS AT PAR WITH THE OTHER BIDDERS AND MSE STATUS OF SUCH SUPPLIERS SHALL BE SHIFTED TO NON MSME SUPPLIER TILL THE SUPPLIER SUBMITS THESE DOCUMENTS.

26.2 **MSE VENDOR LOADING**

20 % OF THE TENDERED QUANTITY IS EARMARKED FOR MSE VENDORS IN THIS TENDER. OUT OF 20% TENDERED QUANTITY RESERVED FOR MSE VENDORS, 4% SHALL BE EARMARKED FOR MSE OWNED BY SC/ST ENTREPRENEUR.

LOADING OF MSE VENDORS SHALL BE AS FOLLOWS:

- IN CASE OF MSE VENDOR IS L1, THE MINIMUM 20 % OF THE TOTAL LOADING SHALL BE GIVEN TO THE L1 VENDOR.
- IF L1 IS OTHER THAN A MSE VENDOR, THEN ALL MSE VENDOR(S) L2,L3,L4 ETC (AS APPLICABLE) WHO ACCEPT THE COUNTER OFFER RATES SHALL BE SHARED MINIMUM 20% OF TOTAL LOADING EARMARKED FOR MSE.

27.0 **GENERAL:**

27.1 **ABBREVIATIONS USED IN THIS CONTRACT:**

DC	: DELIVERY CHALLAN
ED	: EXCISE DUTY
FOR	: FREE ON RAIL/ROAD
GMS	: GROUP MANUFACTURING SPECIFICATION
IBR	: INDIAN BOILER REGULATION
IR	: INSPECTION REPORT
IRS	: INDIAN REGISTER OF SHIPPING
NTPC	: NATIONAL THERMAL POWER CORPORATION
PO	: PURCHASE ORDER
QC	: QUALITY CONTROL
QCP	: QUALITY CONTROL PROCEDURE
RSV	: RETURN STORES VOUCHER
TCE	: TATA CONSULTING ENGINEERS
PSL	: PRICED STORES LEDGER
LOI	: LETTER OF INTENT
NIBR	: NON - IBR

AS	: ALLOY STEEL – UP TO P22
CS	: CARBON STEEL
SS	: STAINLESS STEEL
DU	: DESPATCHABLE UNIT
PGMA	: PRODUCT GROUP MAIN ASSEMBLY
FMAS	: FINAL MATERIAL ACCOUNTING STATEMENT
PMAS	: PROVISIONAL MATERIAL ACCOUNTING STATEMENT
QWI	: QUALITY WORK INSTRUCTIONS
IAWTV	: INTER ANCY WORK TRANSFER VOUCHER
IAMTV	: INTER ANCY MATERIAL TRANSFER VOUCHER
IS	: INDIAN STANDARDS
MPI	: MAGNETIC PARTICLE INSPECTION
LPI	: LIQUID PENETRANT INSPECTION
NS	: NATURE OF SUPPLY
RS	: RATE SCHEDULE
SRV	: STORES RECEIPT VOUCHER
DTS	: DIRECT TO SITE

- 27.2 ANY CHANGE IN THE CONSTITUTION OF THE CONTRACTOR UNIT WILL HAVE TO BE MADE AFTER GETTING THE SPECIFIC APPROVAL FROM OUTSOURCING DEPARTMENT OF BHEL. ANY DEVIATION FOUND LATER WILL BE DEALT WITH AS DEEMED FIT INCLUDING CANCELLATION OF REGISTRATION.
- 27.3 ALL THE STATUTORY OBLIGATIONS SUCH AS ESI, PF, LABOUR ACTS, FACTORIES ACT, ENVIRONMENTAL ACT, ETC., WILL HAVE TO BE TAKEN CARE OF BY THE CONTRACTOR. THE BHEL HAVE NO LIABILITY ON THEM. NOT WITHSTANDING THE ABOVE, IF ANY DEMAND NOTICE IS SERVED BY THE CONCERNED STATUTORY AUTHORITIES FOR RECOVERY OF ANY OF THEIR DUES ON BHEL, THE SAME WOULD BE PAID TO THE AUTHORITIES, WITHOUT NOTICE TO THE CONTRACTOR AND RECOVERED AS A DUE FROM ANY ONE OF THE PENDING/FUTURE BILLS OF THE CONTRACTOR. SUCH ACT OF REPEATED DEFAULT IS LIABLE FOR SUSPENSION/STOPPAGES OF FURTHER BUSINESS TILL SUCH TIME THE DEFAULTS/VIOLATIONS GET VACATED.
- 27.4 ALL THE SAFETY PRECAUTIONS AND USE OF SAFETY EQUIPMENT ARE TO BE FOLLOWED WHILE CARRYING OUT THE FABRICATION AND DISPATCH OF ORDERED ITEMS. THE CONTRACTOR MUST HAVE PROPER TOOLS AND HANDLING EQUIPMENT. CONTRACTORS SHALL BE RESPONSIBLE TO OVERSEE THE OPERATION AND COMPLIANCE OF SAFETY, ENVIRONMENT AND OTHER STATUTORY REGULATIONS ETC.
- 27.5 SAFETY FEATURES SHALL BE PROVIDED IN CONTRACTOR'S WORKS IN ACCORDANCE WITH GOVERNMENT LAWS. IN ADDITION PROVISION OF FIRE EXTINGUISHERS, HELMETS, GOGGLES AND GLOVES AS NEEDED TO PERSONNEL, SHALL BE ENSURED. IT SHALL ALSO BE ENSURED THAT LIFTING TOOLS AND TACKLES FOR MATERIAL HANDLING ARE PERIODICALLY TESTED AND VALIDATED FOR SAFE USE. FIRMS ARE TO ENSURE FULL SAFETY TO THE PERSONNEL IN THE WORK AREA FROM MACHINERY'S AND MATERIALS DURING OPERATION AND HANDLING. THIS SHALL ALSO BE AUDITED BY US OR BY A THIRD PARTY OR BY OUR CUSTOMER PERIODICALLY. LAPSES IN THIS REGARD WILL ATTRACT ACTION AS PER BHEL RULES.
- 27.6 THE MEASUREMENT INSTRUMENT WHICH ARE USED SHALL BE IN METRIC UNITS ONLY WHICH IS A STATUTORY REQUIREMENT. TAPES HAVING COMBINED SCALES SHALL NOT BE USED. GAUGES AND INSTRUMENTS SHALL BE CALIBRATED AT BHEL APPROVED SOURCES.
- 27.7 DUE CARE SHALL BE TAKEN AND ALL SAFETY PRECAUTIONS SHALL BE OBSERVED DURING HYDRAULIC TESTING OF PIPES, FITTINGS AND VESSELS.

- 27.8 WHENEVER CONTRACTORS ARE ADVISED TO BUY A FEW MATERIALS, IT SHALL BE ENSURED THAT THE MATERIALS ARE PROCURED IN ACCORDANCE WITH BHEL REQUIREMENTS: I.E. MEETING THE NECESSARY SPECIFICATION AND ANY SUPPLEMENTARY REQUIREMENTS IN LINE WITH BHEL MATERIAL SPECIFICATION, QUALITY PLANS. ALSO CONTRACTORS ARE REQUESTED TO ENSURE ATTESTATION ON THE RELEVANT TEST CERTIFICATES FROM BHEL INSPECTORS AND CARRY OUT TESTING OF MATERIALS AS ADVISED BY BHEL BEFORE TAKING SUCH MATERIALS IN TO USE.
- 27.9 BHEL SHALL BE PERFORMING QUALITY SYSTEM AUDIT PERIODICALLY IN THE CONTRACTOR'S WORKS TO MEET THE ABOVE REQUIREMENTS. ANY NON CONFORMANCE SHALL BE TREATED SERIOUSLY. HENCE CONTRACTORS ARE REQUESTED TO MAINTAIN STRICT CONFORMANCE TO THE ABOVE. THE REQUIREMENTS INDICATED IN THIS CONTRACT IS NOT EXHAUSTIVE AND ONLY INDICATIVE. ALL STEPS SHALL BE TAKEN TO FULFILL THE INTENTION AND PURPOSE OF THE GUIDELINES.
- 27.10 ALL THE DOCUMENTS MADE AVAILABLE BY BHEL TO THE CONTRACTOR SHOULD BE KEPT IN STRICT CONFIDENCE, AND UNDER NO CIRCUMSTANCE, THESE SHOULD BE MADE AVAILABLE TO OTHERS OR ALLOW OTHERS TO MAKE USE OF THEM. ANY CONTRAVENTION WILL BE VIEWED VERY SERIOUSLY. SUCH DOCUMENTS SHALL BE DESTROYED AFTER USE AND ON CLOSURE OF THE RELEVANT PURCHASE ORDER.
- 27.11 UNAUTHORISED ACT OF ENGAGEMENT OF ANY INDIVIDUAL WHO IS A FULL TIME EMPLOYEE OF BHEL FOR PART TIME/FULL TIME WORK BY THE CONTRACTOR WILL BE VIEWED SERIOUSLY AND SUCH ACT IS LIABLE FOR SUSPENSION/TOTAL STOPPAGE OF FURTHER DEALINGS WITH THE CONTRACTOR BY THE BHEL.
- 27.12 SHOULD A CONTRACTOR HAS A RELATION OR RELATIONS IN THE CASE OF A FIRM OR A COMPANY OF THE CONTRACTOR, ONE OR MORE OF ITS SHAREHOLDERS OR RELATION OR RELATIONS OF THE SHAREHOLDERS EMPLOYED IN BHEL, OR ANY EX-EMPLOYEE WHO HAS RETIRED/RESIGNED WITHIN A PERIOD OF THREE YEARS AS ON DATE OF THE CONTRACT OR AT ANY SUBSEQUENT DATE AFTER AWARD OF THIS CONTRACT, BHEL SHALL BE INFORMED OF THE FACT, FAILING WHICH, THE BHEL, MAY IN HIS OWN DISCRETION RESCIND THE CONTRACT.
- 27.13 THE RATES OF THIS CONTRACT ARE APPLICABLE FOR THE ORDERS LIKELY TO BE PLACED BY OTHER DEPARTMENTS OF THE BHEL ALSO.
- 27.14 BHEL HAS IMPLEMENTED ERP SYSTEM AND VALIDATION OF DATA TO ENABLE ACCEPTABILITY AT SHIPPING HAS TO BE DONE BEFORE MOVING THE GOODS TO SHIPPING .VENDOR MAY UTILIZE THE B2B ON LINE SYSTEM HAVING VARIOUS FEATURES FOR CORRECTNESS OF DATA, BETTER AND TIMELY DU COMPLETIONS.
- 27.15 LIST OF STANDARD QCPS,TIPS, SQPS,BHEL APPROVED SERVICE VENDORS FOR HEAT TREATMENT,LABORATORY,NDT ETC WERE AVAILABLE IN THE CD.
- 27.16 BILL PROCESSING WILL BE BLOCKED IF MATERIAL ACCOUNTAL IS NOT SETTLED WITHIN 37 DAYS FROM COMPLETION OF LAST DU OF THE PO.
- 27.17 CONTRACTORS SHALL DEPLOY SEPARATE AND ADEQUATE(AT-LEAST TWO FOR STORES AND TWO FOR SHIPPING) REPRESENTATIVES TO STORES AND SHIPPING TO ENABLE DELAY FREE COLLECTION OF RAW MATERIALS AND HANDING OVER OF FINISHED GOODS.

- 27.18 CONTRACTORS SHALL EMPLOY SEPARATE QUALIFIED AND TRAINED PERSONS FOR SUPERVISING PRODUCTION AND INSPECTION ACTIVITIES. CONTRACTORS FIRM SHALL CARRY OUT INSPECTION OF ALL ITEMS AT EACH STAGE BEFORE OFFERING FOR INSPECTION FOR ACCEPTANCE BY BHEL.
- 27.19 BHEL AT THEIR DISCRETION MAY ADVISE FOR DIRECTLY DISPATCHING THE FINISHED DUS FROM CONTRACTOR'S WORKS TO SITE. CONTRACTOR SHALL COORDINATE WITH BHEL FOR THE REQUIRED DISPATCH DOCUMENTS LIKE BHEL INVOICE AND PACKING SLIP ETC. FOR SUCH ITEMS.
- 27.20 INTEGRITY PACT FORMS PART AND PARCEL OF THE CONTRACT AND FIRMS HAVE TO FILL IN ALL NECESSARY DETAILS IN THE FORMAT(REFER ANNEXURE) AND SUBMIT DULY SIGNED ALONG WITH THE OFFER IN SEPARATE COVER FOR OUR VERIFICATION AND RECORDS. NON SUBMISSION OF INTEGRITY PACT ALONG WITH THE TENDER WILL DISQUALIFY THE FIRM.

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