

SECTION V

Terms and conditions of contract for supply of Ceiling Girders for Uppur (2X800 MW) and North Chennai (1X800 MW) Projects

1.0 QUANTUM OF WORK:

The quantum of fabrication work envisaged for ordering under this Tender Enquiry is around **3948 MT±10%** involving fabrication of Ceiling Girders with vendor's materials for TANGEDCO Uppur (2x800MW) and North Chennai (1x800MW), both located at Tamilnadu. The quantity indicated may vary during the execution of contract, depending on the detailed design. The Package-wise breakup is given in [Section III A](#).

2.0 SCOPE OF WORK:

The broad scope of work includes the following:

2.1. Procurement of raw material:

The procurement of all raw materials (IS2062 E350 BR/E250 BR/ BSEN 420 N) is in vendor's scope. The list (size-specification-weight) of raw materials required has been detailed in [Section III B](#). Suitable cutting allowances may be considered over this quantity for cost estimation. The raw material should be procured as per the raw material Specifications/ Technical delivery conditions (TDC's) as per [Section IX](#), from BHEL approved supplier list and quantities as per Drawings/ GMS (Group Manufacture specification) to be issued by BHEL along with purchase orders (PO's).

2.2. Fasteners (M24, M32 & M36 bolts), indirect materials and consumables like electrodes etc., to be procured from BHEL approved raw material sources as per [Section VIII](#).

2.3. Fabrication of components shall be as per BHEL drawings to be issued along with Purchase order after contract agreement. However to enable the vendors to understand the nature, type & quantum of work content, drawings are attached under [Section VII](#).

2.4. The Customer approved Quality Plan (CQP)/ Quality Work Instructions (QWI)/Painting Scheme are listed under [Section IX](#).

2.5. Heat treatment & NDT as called for in drawings/QP/QWIs/TDC, wherever necessary shall be carried out from BHEL approved vendors, listed under [Section X](#) (revised list of suppliers, if any shall be given along with PO).

2.7 Mechanical testing, if any, can be done at any of the NABL approved laboratory in case vendor do not have their own facilities.

2.8. Drawings & Quality procedures ([Section VII & IX](#)) to be referred for marking & identification of interconnecting members to the satisfaction of BHEL inspectors, dismantling, related handling and movements of components as necessary.

2.9. All indirect materials, consumables, packing/crating materials required for the completion and the dispatch of the jobs.

- 2.10. All handing charges till completion of fabrication & dispatch up to North Chennai and Uppur sites.
- 2.11. Providing the necessary facilities, gauges, instruments, etc. for carrying out the testing & inspection by customer/BHEL/BHEL nominated agency as per BHEL's QP/PO /Drawings and customer CQP, till obtaining of MDCC. Goods Receipt (GR) posting will be done only on receipt of MDCC. Vendors shall have to co-ordinate with the concerned official for MDCC. Any delay in MDCC will delay the GR posting.
- 2.12. Vendors need to take responsibility for MDR raised against the supply such as missing items during transit and also SAR raised during Erection stage against misalignment and other issues.
- 2.13. Sequential despatch of Ceiling Girders along with cross beams and cross girders to be ensured by Vendors. Priority of despatch shall be given by BHEL and the same shall be indicated in PO.
- 2.14. Transportation of finished components upto North Chennai and Uppur Project Sites and obtaining of acknowledgement from respective sites.
- 2.15. The special paints and blast cleaning shall be applied as per the painting scheme provided by BHEL detailed in [Section X](#). The shot blasting and special painting shall be carried out by any of the following ways:-
 - a) Through BHEL approved shot blasting & paintings vendors, listed under [Section X](#).

OR

 - b) From any other vendor complying with the checklist as per "[Annexure H](#)", subject to approval of BHEL

OR

 - c) Fabrication vendor may themselves carry out shot blasting & painting if they comply with the checklist as per "[Annexure H](#)", subject to BHEL's approval.
- 2.16. The scope of work is further detailed in subsequent clauses.

3.0 TECHNICAL DETAILS & REQUIREMENTS:

- 3.1. Vendors must ensure that dimensional deviations, if any, are recorded properly in the Dimension Record books and the same shall be made available to BHEL Officials or their authorized agencies. Any correction or revisions as advised by BHEL at post PO stages, shall be carried out by the vendor, based on the revised drawings or interim inspection from BHEL & extra cost implications if any shall be settled with BHEL before carrying out the job.
- 3.2. Welding to be carried out by Qualified Welder and as per BHEL Approved Welding Procedure Specification. The welder qualification and welding procedure (as per relevant SIP) shall have to be done by QC / BHEL or by their authorized appointed agency. The cost of any approval on this account is in vendor's scope.
- 3.3. Vendors shall use Jigs & fixtures, Core Cutting Machine/ CNC/Magnetic Horizontal drilling machine to ensure hole to hole matching during assembly/Erection.
- 3.4. Only the right kind of electrodes shall be used as called for in the Drawings.
- 3.5. Any other work to be carried out other than the requirements of Drawings / QWIs shall have the prior approval of BHEL.

- 3.6. Calibration status shall be displayed at the sub contractor's Works in a conspicuous location. Calibration can be performed at any Government approved labs traceable to national standards.
- 3.7. The scope includes stencilling as per clause '6' referred below.
- 3.8. Conducting MPI/LPI, other NDT & heat treatment wherever called for in the Drawings/QWIs/ Quality Plans of Projects is in the scope of vendor.
- 3.9. The Ultrasonic Testing, Radiographic Testing and Stress Relieving are to be carried out by approved agency of BHEL. Approved agencies are listed as per [Section X](#). In case there is no approved agency near vendor's works, vendor has to locate suitable agency for RT, MPI, LPI, SR and UT and get them approved by BHEL before commencing the job. The Vendor shall have in house LPI, MPI facilities (equipments and qualified personnel). Only Class 1 measuring tapes shall be used, procured from M/s. Tajima, Hyderabad, which shall be calibrated at BHEL Lab or any NABL, approved Lab before use.
- 3.10. Assembly is to be carried out on pedestal. Column rest plates are to be machined by end milling for proper matching of the surfaces. Assembly has to be carried out as per Quality Plan CQP under [Section IX](#). Black bolts required for fastening the Splice plate to Column Pieces before despatch is in the scope of vendor. Any other item/s required for safe despatch is included in the scope of vendors.
- 3.11. No work/ rework shall be allowed to be carried out at site. If such necessity arises, vendor to remove those components from site and carry out such reworks elsewhere, at his cost, including transport.
- 4.0 **RAW MATERIAL PROCUREMENT:**
- 4.1. The list of raw materials required for each Package is listed in [Section III B](#).
- 4.2. Raw materials and paints are to be procured with relevant TC and these have to be submitted /produced in original during inspection. Any test both destructive and non-destructive if required will have to be carried out by the vendors at their own cost. All such reports in original will have to be submitted during inspection. Vendors also shall verify the materials & TC to comply with the QP.
- 4.3. The system for receipt, storage & issue of materials shall be available with vendors for easy traceability.
- 4.4. Periodic audit of system of purchasing, storing and issue, etc. will have to be carried out by the vendors. BHEL will also audit the same.
- 4.5. The weights in Group Manufacturing Specification (GMS) will be the basis for requirement of the raw materials for fabrication. However vendors have to correlate the drawings & GMS and take into consideration suitably a process allowance over and above this for procurement of raw materials. For the purpose of billing as well as transport, the weight of GMS shall be the basis. Changes in the weight due to material substitution will be carried out by temporary DCN & GMS / PO will not be revised on account of this.
- 4.6. For raw material substitutions requested by vendor, No cost escalation will be considered.

5.0 TRANSPORTATION:

- 5.1 The rates quoted for each of the Package shall be on per MT basis including transportation & despatch upto respective project sites (i.e Uppur and North Chennai), including Service Tax on transport. The consignments involve ODC sizes as per drawing & charges for transportation shall be taken in to account while quoting.
- 5.2 Ceiling Girders involves Single piece weight more than 35 MT as detailed in [Section III C](#) and may call for Hydraulic axle vehicles for transportation up to site. Vendors to quote accordingly
- 5.3 Vendors have to arrange for despatch of these finished goods to North Karanpura Site; either in Trucks OR Trailers or Hydraulic axles for safe delivery through registered transport carriers. Safe delivery of the goods to Project authorities is in the scope of the vendor. Any Deviation/ discrepancy of the materials received at site, shall have to be rectified by the vendor at the cost of vendor. If the same is not replaced by the concerned vendor, the cost incurred shall be recovered from the bills.
- 5.4 Due to the unpredictable site condition at times, the loaded consignment dispatched by vendor may have to wait for unloading for about 3 days (on an average) at site. The vendor may keep this in mind while quoting & no separate compensation will be admitted.
- 5.5 Loading of finished goods on Truck / Trailer for safe transportation including packing, lashing wherever required is in the scope of the vendor. Despatch of finished goods is to be made as per Despatch Instructions to be issued by BHEL. Road Permits are required for Inter State movement and the same will be made available by BHEL from the Customer based on the communication from the vendor in advance, after readiness of components.
- 5.6 Vendor has to furnish details of utilization of these Road Permits/Way Bills/E-Sugam from time to time. Any further requirement of Road Permits can be given based on this statement only. Loss of road permit/non accountable road permit involves penalty of minimum 1 lakh.
- 5.7 Transit insurance is in the scope of BHEL. Vendors have to communicate in writing to the insurance agency as indicated in the Despatch Instruction, the despatch details to enable them to cover the transit insurance. In case of any transit damage to materials, the vendor shall carry out the rectification, and the amount realised from the insurance company shall be paid to vendor. Vendor shall cooperate and provide all documents to claim the damage from the insurance company.
- 5.8 As soon as the despatches are made, vendors have to upload scanned copy of LR, DC, IR and Excise Invoice in B2B system. Vendor has to arrange for site Acknowledgment of the finished goods in good condition after due verification.
- 5.9 Original site acknowledged LR copies along with original (both front and back side of LR with site acknowledgement) along with IR,DC, Excise invoice and system generated online invoice along with other annexures also to be couriered to BHEL for processing the invoice.
- 5.10 During billing, the vendor shall indicate the Service tax separately & the same shall be reimbursed based on documentary evidence. Since transportation cost is inclusive of service tax, service tax regards to transportation cost will not be reimbursed.

5.11 It is the responsibility of the vendor to get specific acknowledgement for crating items in case the consignment was despatched in crating boxes. The original acknowledgment has to be submitted to BHEL along-with the Invoice.

5.12 In order to avail exemption of Sales Tax under “Sale in Transit” procedure of CST act, the vendor shall follow the guidelines issued by BHEL through B2B messages.

6.0 **PAINTING, STENCILING & CRATING:**

6.1 The finished product shall be cleaned & painted as per the approved Quality Plan and applicable painting scheme detailed in [Section IX](#) with paints procured from BHEL approved paint manufacturers list vide [Section “VIII”](#).

6.2 The Project name, Work Order No., Number off, DU Number, Weight, and Vendor Code number shall be legibly stencilled for identification and despatch as may be advised. Vendor Code number alone shall be punched using letter punch and bordered suitably for identification. Machined surfaces shall be protected with rust preventive oil. Weldable areas are to be applied with weldable primer. After painting and stencilling, suitable crating should be made, according to the job size. Loose pieces should be sent only by crate of appropriate size which is in the scope of vendor.

6.3 Wherever Special painting is required for the items which require shot blasting, the following guide lines has to be followed:-

- Usage of copper slag/ iron slag or grit as blasting media.
- Usage of compressor of minimum 300 CFM and 7 kg/cm² for blasting.
- Finish SA2.5 with near white metal finish. To be checked with profile gauge and comparator.
- Usage of powered agitators /pneumatic mixers in proportion mentioned in paint data sheet.
- Usage of airless guns for high build coats like MIO (100 microns), ethyl zinc silicate, epoxy etc.
- Maintain inter-coat time and curing time strictly. No painting shall be done if RH is > 85 %. Only when the metal surface temperature is more than 3°C from dew point temperature, painting shall be commenced. Painting shall not be done when steel temperature is greater than 50 ° C. All the above parameters shall be recorded.
- Ensure dust particles are removed before applying paint by transparent adhesive tape sampling method.
- After painting, check the DFT with calibrated microprocessor based digital gauge after full curing time. Also check for adhesion by cross cut test.
- Experienced qualified painter and supervisors to be employed.
- Blasting, Primer, intermediate and final coat shall be applied by a single agency.
- Carrying out blasting / painting through BHEL approved vendors. A list of BHEL approved vendors is enclosed as [Section VIII](#).

OR

- Alternatively, the main vendor is allowed to carry out self-blasting and painting after getting BHEL approval, for which the facilities as per checklist enclosed in Annexure ‘H’ is required. Interested vendors may fill [Annexure ‘H’](#) & submit along with Tender.

OR

- The main vendors may get other reputed shot blasting and painting vendors also, approved by BHEL, if required. Such painting vendors shall possess facilities as called for in Annexure 'H'.
- It is expected that compliance to above procedure would lead to better quality of painting

However, in case any complaint is received from site regarding poor quality of product including painting issues, the concerned vendors shall be asked to rectify within a short time or else BHEL may arrange rectification through alternate agencies and recover from the vendor for all the connected expenditure involved in repair / rework. Vendors shall not absolve their responsibility even beyond normal warranty period, irrespective of the fact that the product had been inspected by BHEL/QC/AIA.

If a proper blasting and painting process is followed, the painting should withstand for 5 to 8 years even if exposed to severe / corrosive atmosphere and hence vendors cannot absolve their responsibility even beyond normal warranty period, irrespective of the fact that the product had been inspected by BHEL/QC/AIA.

In order to avoid such penalties, the vendors are advised to follow the established process of blasting and painting.

7.0 TAXES & DUTIES:

The rates quoted shall exclude Excise Duty, CST/VAT, etc.

Vendor should get themselves registered with Excise / VAT / Sales Tax / Service Tax authorities as the case may be in the State where they are carrying out fabrication.

- 7.1 For both Uppur and North Chennai projects, Excise Duty (ED) is applicable at the prevailing rates. CST/VAT is not reimbursable by the customer and hence CST/VAT will be loaded for arriving at Landed cost. Accordingly, CST/VAT will be payable extra. 'C' form shall be provided by BHEL against CST and vendor shall provide 'E1' form. However, in case of any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- 7.2 E1 forms to be submitted within 90 days from issuing of C form (Interstate sale).
- 7.3 In view of limitations in time limit for issue of sales tax forms, Vendors shall ensure submission of bills within maximum of 5 months from the date of invoice failing which, 2% of sales tax on the billing value of respective projects shall be recovered from vendors running bills or by invoking BGs as the case may be. Form-C also cannot be issued to vendors, in such cases.
- 7.4 Duplicate copy of the Invoice meant for the transporter should accompany the material as stipulated under CE Rules 52A and 172C OR 57CE.
- 7.5 The CENVAT for the input raw materials / consumables / components shall be availed by the vendors and it has to be taken into account while quoting the rates.

8.0 INSPECTION:

- 8.1 Inspection shall be by BHEL Quality Control Personnel and / or by our customers and / or by an agency or persons authorized by BHEL. Vendor shall provide all facilities and equipment, calibrated instruments and standard gauges required for inspection, free of cost.
- 8.2 The works are deemed to have been completed and accepted, only after the inspector /

Agency /Agencies accept / approve the Inspection Report (IR). IR has to be raised as per BHEL format.

- 8.3 Though the inspection activities to be carried out and witnessed by Customer/BHEL, vendor need to take responsibility for MDR raised against the supply such as missing items during transit and also SAR raised during Erection stage against misalignment and other issues.
- 8.4 Inspection and acceptance of the component does not absolve the responsibility of the vendors against any manufacturing defects noticed later, even after warranty period.
- 8.5 BHEL representative from unit or CQ is authorised to carry out audits along with TPIA at vendor's works before clearing the items for despatch.

9.0 RISK PURCHASE /PENALTIES /ABNORMALLY LOW BID:

- 9.1. In case any vendor refuses or fails to execute within the PO delivery or within mutually acceptable / extended delivery date, PO will be cancelled at the Risk and cost of the failed vendor and the extra expenditure involved if any, shall be recovered from the respective vendor, from any amount due to them and also holding all payments due till the PO is executed by the other vendor and the failed vendor may be dealt as per BHEL's suspension of Business dealings.
- 9.2. Vendors are cautioned that, quoting abnormally low rates which are unworkable as per BHEL's estimates may be rejected after discussion with bidder regarding their estimates and the concerned vendor will be dealt as per BHEL policy.
- 9.3. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to liquidated damages as detailed under LD clause.

10.0 PROGRESS REPORT:

- 10.1. The successful bidder shall report the progress of the job whenever asked and to render prompt response against BHEL's queries to coordinate with BHEL for various inputs required for timely completion of the job.
- 10.2. The vendor shall mail their completion plan and progress report on a weekly basis as and when required by BHEL.
- 10.3. The submission, receipt and acceptance of such reports shall not prejudice the rights of BHEL, under the contract nor shall operate as estoppels against BHEL, merely by reason of the fact that they have not taken notice of or objected to any information contained in such reports. Action as deemed fit would be taken if the progress of work is not satisfactory.

11.0 PAYMENT:

- 11.1. 100% of the invoiced value will be released within 30 days from the date of acknowledgment of LR by site subject to submission of bills along with site acknowledgement and requisite documents in original within 15 days from site.

In case of submission of bills after 15 days from the site acknowledgement, 100% Payment shall made within 20 days from the bill registration date.

- 11.2. Invoices should be submitted after completion of Purchase Order as per the agreed rate with applicable taxes and duties.
- 11.3. Excise Duty invoices are to be generated for the despatches made and a copy of the Excise Invoice is to be enclosed with the invoice. While raising the Excise Invoice, vendor has to ensure

that due CENVAT credit has been given for all the input raw materials and BHEL is charged ED only for the supply.

- 11.4. Billing shall be made for complete PO Sl. No. (i.e. one Complete DU), and Bills for partial despatches of PO Sl. No. (DU) will not be entertained.

12.0 WARRANTY:

- 12.1 The vendor shall warrant that the supplied products comply fully with the drawings and other technical requirements for a warranty period of 18 months, from the site acknowledgement date of last dispatch.
- 12.2 If the supplies are found defective owing to faulty raw material / workmanship / incomplete work, within a period of eighteen months from the site acknowledgement date of last despatch, the vendor shall make good of it / replace the same free of cost.
- 12.3 In case if the vendor does not rectify in time, and if any re-work carried out by our Site on products supplied, the cost of the re-work will be deducted from any of the amount due to vendors, wherever necessary, replacement charges will be recovered.
- 12.4 In order to cover such eventualities, the vendor shall furnish a performance Bank Guarantee.

13.0 BANK GUARANTEE (BG):

- 13.1 The successful bidders have to furnish BG (as specified in Sl.No.31 under [Section II](#)) as per format given in [Annexure 'M'](#).
- 13.2 Purchase Orders will be placed after receipt of LOI acknowledgement from vendors.
- 13.3 The vendors shall warrant that the supplied products comply fully with the drawings and other technical requirements for a warranty period of 18 months, from the site acknowledgement date of last dispatch.

- | | |
|------|--|
| 13.4 | <u>Validity of BG:</u> From <u>[the date of submission of BG]</u> till <u>[Site acknowledgement date of last dispatch + 18 months (warranty period)]</u> + 60 days (Claim period) |
|------|--|

- 13.5 If the supplies are found defective owing to faulty raw material / workmanship / incomplete work, within a period of eighteen months from the site acknowledgement date of last despatch, the vendor shall make good of it / replace the same free of cost.
- 13.6 In case if the vendor does not rectify in time, and if any re-work carried out by our Site on products supplied, the cost of the re-work will be deducted from any of the amount due to vendors, wherever necessary, replacement charges will be recovered.
- 13.7 The Bank Guarantee should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.

13.8

14.0 DELIVERY / LIQUIDATED DAMAGES:

- 14.1 *Timely delivery along with quality is the essence of the Contract.*
- 14.2 The delivery for each Package/Rate Schedule shall be 6 months from purchase order date or date of providing drawings to the vendors, whichever is later.

- 14.3 In case of loading of more than one Rate schedule (i.e CGUP2 and CGNCH) on L1 vendor, delivery period for CGNCH will be 6 months from PO date or from the date of providing drawings, whichever is later. Delivery period for CGUP2 will be 9 months from PO date or from the date of providing drawings, whichever is later. L1 vendor to submit the BG corresponding to multiple Rate schedules/Packages.
- 14.4 Ceiling Girders have to be manufactured, trial assembled and despatched to respective project sites (Uppur and North Chennai), after inspection of trial assembly at vendor's works.
- 14.5 Sequential despatch of Ceiling Girders along with cross beams and cross girders to be ensured by vendors. Despatches to be made as per the Priority issued by BHEL at the time of PO release.
- 14.6 Delivery of Single Rate Schedule/ multiple Rate Schedule / Single Package beyond PO delivery date will involve LD at 0.5% of the total PO value for each week or part thereof subject to a maximum of 10% of the PO value.
- 14.7 Delivery Extensions shall not be granted for normal cases unless there are delays which have justifiable reasons or those attributable to BHEL.
- 14.8 In such cases where the reasons for delays are attributable to BHEL, the vendors are expected to send a request for delivery extension along with supporting documents & justification, indicating the number of days/ date till which extension is required.
- 14.9 If the invoices are received without any request for delivery extension and or without proper justification, LD will be automatically deducted.
- 14.10 In case of any revision/ amendment to PO /contract value /contract LD terms, the LD shall be linked to the amended/revised PO value.
- 14.11 Vendors should get their clarifications (wrt. Engg drawings, Material substitutions, quality procedural clarifications) resolved within 45 days from the receipt of Drawing / PO. BHEL will clarify within 5 working days. Any delays in raising query will have to be accommodated by the vendor within the PO delivery date.

DELIVERY REQUIREMENTS:

1. To avoid delay in project schedule due to delay in raw material procurement by vendors, it is insisted that, vendor shall have to procure at least 50% of the quantity of raw materials within 60 days from PO date. Purchase order placed on steel mills with proper payment voucher/proof will be considered for not cancelling the PO by BHEL. The submission of data by vendor for DB clearance by BHEL/QC shall be the proof of procurement.
2. In case of non-procurement of materials as per above or in case if any vendor refuses or fails to execute within the PO delivery or within mutually acceptable / extended delivery date, PO will be cancelled at the Risk and cost of the failed vendor and the extra expenditure involved if any, shall be recovered from the respective vendor, from any amount due to them and also holding all payments due till the PO is executed by the other vendor and the failed vendor may be dealt as per BHEL's suspension of Business dealings.

15.0 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP:

- 15.1 If any work has been executed with unsound, imperfect or bad workmanship or with materials of inferior quality, the fabricator shall on demand in writing from BHEL specifying the work, materials/articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith, rectify the work so specified in whole or in part as the case may require,

at their own cost and in the event of his failure to do so within reasonable period, BHEL will rectify or remove and re-execute the work at the risk and expense of the vendor.

- 15.2 BHEL will have general supervision and direction over the work, & has the right to guide/direct or stop the work if necessary, to ensure the proper execution of the contract.
- 15.3 BHEL shall also have the right to reject all the work, which does not conform to the specification, to direct the application of forces to any portion of the work as, in their judgement is required, and order the force increased or reduced and to decide on matters which arise in the execution of the work.
- 15.4 BHEL reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the fabricator may appeal to BHEL whose decision shall be final and binding.

16.0 SUBLETTING:

- 16.1 Subletting of a portion of a work (only those products falling under NTPC category III) to BHEL approved sub-contractor is allowed with prior permission of BHEL. In case the vendor sublets the work without written permission of BHEL, BHEL has the right to cancel the order partly or fully and the vendor shall be liable for any consequential expenses.

17.0 VENDOR PERFORMANCE RATING:

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

18.0 DOCUMENT SECRECY:

- 18.1 All the documents of BHEL (inclusive of Drawings, GMS, QP and Standards) made available to the vendor should be kept confidential and under no circumstance be given to others or allow others to make use of them.
- 18.2 The above SECRECY CLAUSE is binding on the employees of the vendors also. The vendor shall be held responsible for any lapses of their employees and BHEL may prefer legal action on the vendor, besides other remedies.

19.0 B2B COMMUNICATION:

BHEL will establish communication with our Vendors through **B2B**. Most of the mass communications are sent through B2B, hence vendors are advised to access our web regularly. Messages pertaining to Corrigendum/s, if any, Price bid opening date, deviations will also be communicated through B2B. Vendors are required to access our web site on a regular basis. Before commencing the job, latest Drawings/GMS, Quality Plan applicable to the project or PO is to be ascertained.

20.0 OTHER CONDITIONS:

- 20.1 Partnership firms should have the latest Form-A (Rule 5) Declaration issued by Registrar of Firms and the copy of the same should be produced at the time of signing of the Contract.
- 20.2 All the Statutory Obligations such as ESI, PF, Labour Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory authorities for recovery of any of their dues on BHEL, the same will be paid without notice to the vendor and recovered as a due from any pending / future bills/BG.
- 20.3 The agreement and liabilities between the vendors and their bankers shall not bind BHEL in anyway unless exclusively agreed by BHEL in writing. Merely, because BHEL had acted upon any such request by the party or their bankers does not constitute any legal right or binding on BHEL for any acts of omissions and commissions or failure to act upon it or for any payment made directly to the party. If any banker includes BHEL also as a party to any such dispute between the banker and the party, all legal and incidental expenses thereof will be recovered from the concerned parties only.
- 20.4 All Safety Precautions and use of Safety Equipment are to be followed while carrying out the fabrication and Despatch of the same. The vendor must employ proper tools, fixtures and handling equipment. There should always be a responsible person available to oversee the operation and compliance of safety regulation etc. If any non-compliance with respect to proper safety conditions/requirements, BHEL may withhold visit/inspection, instruct stoppage of work till such time the desired safety requirements/conditions are met with.
- 20.5 Vendors are required to equip themselves with communication facilities like Telephone, Fax and e-mail, etc. BHEL expects prompt response to queries related to the PO execution.

For and on behalf of

Bharat Heavy Electricals Limited
AGM/OVM /Outsourcing
(High Pressure Boiler Plant),
Trichy – 620014.