

Pre-Qualifying requirements for Enq no: 1002000063 dt 16.09.2020

Sl.No	BHEL Requirements	Supplier Acceptance / Confirmation of documents along with offer as applicable.
1	Supply Stainless Steel sheets & plates as per Specn DIN EN 10028-7 1.4550 and as per enclosed technical specification PC-M-961 Rev.01 . Supplier to confirm.	
2	Supplier to give clause by clause confirmation for all clauses mentioned in NPCIL technical specification PC-M-964 Rev.00 Annexure -1 . Deviations shall be mentioned in the offer itself.	
3	For offer acceptance suppliers should have the capability and experience to produce the Austenitic stainless steel sheets/Plates. Supplier should have supplied the Austenitic stainless steel sheets/Plates for Nuclear application / Nuclear Power corporation of India Ltd/ any other thermal power station. As a documentary proof of supplier's experience in manufacturing the Austenitic stainless steel sheets/Plates, signed test certificates (signed by customer/TPI) for previous supplies with details of customer, third party inspection agency etc., shall be submitted along with offer.	
4	Offers received will be evaluated by BHEL and NPCIL. Final acceptance of the offers will be based on NPCIL recommendation.	
5	Supplier has to comply with the generic quality plan enclosed in the tender. Suppliers has to submit Quality Assurance Plan (QAP), related test procedures and documents as per QAP for approval.	
6	The actual production of material is permitted only after approval of Quality Assurance Plan (QAP) and test procedures by BHEL and NPCIL.	
7	Inspection agency for indigenous supply are BHEL and NPCIL.	
8	Chemical composition and mechanical tests shall be carried out in labs certified as per ISO/IEC 17025 or NABL/Government approved labs.	
9	Supplier shall submit Test Certificates of finished material for BHEL review. Dispatch clearance will be given after acceptance of Test Certificates by BHEL & NPCIL.	
10	Three sets of documents containing 1. Test Certificates and respective test reports 2. Copies of the approved quality documents and test procedure 3. DCR and drawing etc. to be provided along with the supply of raw material.	
Note: End Use and End User Certificates will not be provided by BHEL.		

On behalf of BHEL


SUDHEER APPIRE DDYGARI
Senior Engineer / Purchase
Materials Management / Steel
BHEL, TRICHY - 620 014.

To be filled & Signed by Original Manufacturer/Mill

Name of the mill / Principal:

Signature:

(Affix Seal)

(All conditions were read & clearly understood and agreed in totality with the mentioned deviations only)

NUCLEAR POWER CORPORATION OF INDIA LTD.
(A Government of India Enterprise)

SPECIFICATION NO. : PC – M – 961

REVISION NO.	:	0	1						
DATE OF ISSUE (MONTH/YEAR)	:	June, 2013	Feb 2014						
TOTAL NO. OF PAGES (Including Cover Sheet)	:	9	9						

TECHNICAL SPECIFICATION

FOR

**STAINLESS STEEL PLATES, FLATS, FORGINGS, BARS, TUBES, ETC.
FOR GENERAL APPLICATION**

REF. USI NO. : 33111

	NAME	Designation	SIGNATURE	DATE
PREPARED BY	R.K.Gupta	ACE	Sd/-	21/6/2013
	Braham Prakash	ACE	Sd/-	25/6/2013
CHECKED BY	P.B.Rshikesan	ACE	Sd/-	25/6/2013
	D.Ganesh	ACE	Sd/-	28/6/2013
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REVIEWED BY	S.N.Kamath	CE	Sd/-	28/6/2013
	M.K.Sharma	CE	Sd/-	03/7/2013
APPROVED BY	U.C.Muktibodh	ED (Engg.)	Sd/-	01/10/2013

(For Revisions see Revision Control Sheet)

File Name :
Floppy No.:

REVISION CONTROL SHEET

DOCUMENT TYPE: TECHNICAL SPECIFICATION

NO. : PC - M - 961

TITLE: TECHNICAL SPECIFICATION FOR STAINLESS STEEL PLATES, FLATS, FORGINGS, BARS, TUBES, ETC. FOR GENERAL APPLICATION

REV. NO. & DATE	DESCRIPTION OF REVISION	PREPARED BY	CHECKED BY	REVIEWED BY	APPROVED BY
0 June, 2013	Original (Pages : 9)	Sd/- R.K.Gupta Sd/- Braham Prakash	Sd/- P.B.Rshikesan Sd/- D.Ganesh Sd/- M.R.S.Saxena	Sd/- S.N.Kamath Sd/- M.K.Sharma	Sd/- U.C. Muktibodh
1 Feb, 2014	Rev 1 (Pages : 9) General Revision & Cobalt content on primary side material added.	<i>R.K.Gupta</i> R.K.Gupta <i>Braham Prakash</i> Braham Prakash	<i>P.B.Rshikesan</i> P.B.Rshikesan <i>D.Ganesh</i> D.Ganesh <i>M.R.S.Saxena</i> M.R.S.Saxena	<i>S.N.Kamath</i> S.N.Kamath <i>M.K.Sharma</i> M.K.Sharma	<i>U.C. Muktibodh</i> U.C. Muktibodh

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1.0 SCOPE

This specification establishes the technical requirements for the material, manufacture, inspection, examination, testing and supply of stainless steel plates, flats, forgings, bars, tubes, etc. for general application. The requirements stated herein are additional technical requirements over DIN EN 10028-7 (Plates/Flats) DIN EN 10088-3 (Rods/ Bars), DIN EN 10216-5 (Tubes) for the supply of material number 1.4550/1.4571.

This specification is applicable for 700MWe projects beyond RAPP-7, 8.

2.0 CONTENTS

The requirements of this Specification are presented under the following headings:

<u>Description</u>	<u>Section</u>
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Chemical Composition	5.0
Mechanical Properties	6.0
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Non-Destructive Examination	8.0
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Quality Surveillance	12.0
Test Reports and Certificates	13.0
Marking and Identification	14.0
Packing and Shipment	15.0

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**STAINLESS STEEL PLATES, FLATS, FORGINGS,
BARS, TUBES, ETC. FOR GENERAL APPLICATION**

3.0 STEEL MELTING

The steel shall be melted in an electric furnaces, vacuum degassed and fully killed

4.0 SUPPLY CONDITION

The supply condition of each material/product form shall be specified in the Tender document / Purchase order. However, following supply conditions for each of the product form is envisaged.

- a) Plates upto 4 mm: 2D, Cold rolled, solution annealed, pickled & passivated.
- b) Plates above 4mm: 1D, Hot rolled, Solution annealed, pickled & passivated.
- c) Flats: Cold rolled, Solution annealed, pickled and passivated and 2G condition ie. Ground finished on both the sides. Flats shall be ground smooth and the surface finish shall be Ra less than or equal to 0.8 microns. Surface finish measurement shall be reported with a roughness measurement diagram.
- d) Rods : Either, Cold formed, solution annealed, descaled, pickled and mechanically smoothened with surface condition conforming to symbol 2G, OR Hot formed, solution annealed, descaled, pickled and prepared by machining with surface condition confirming to symbol 1G.
- e) Tubes (Material no 1.4571): Cold finished, solution annealed and pickled with metallicly bright surface condition conforming to symbol CFG as per test category 2. Surface roughness shall be 3.2 microns (CLA) for both internal & external surfaces. Tubes (Material No. 1.4550) : Hot finished, solution annealed, descaled, pickled, with metallicly clean surface condition conforming to symbol HFD as per Test category 2.

5.0 CHEMICAL COMPOSITION

Both ladle and product analysis shall be carried out & meet the requirement of relevant material specifications mentioned in clause 1.0 above. Residual copper content shall not be more than 0.3 %, as per product analysis. The cobalt content in the SS materials being used on primary side of Steam Generator shall not exceed 0.03%.

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6.0 MECHANICAL PROPERTIES

Mechanical tests at ambient temperature and high temperature tensile test at 350°C shall be carried out from each heat treated batch and shall conform to the requirements of relevant material specification. Apart from this any other mandatory tests required as per the relevant material specification shall also be carried out. For bars over 100 mm in diameter, the impact and tensile specimens shall be taken in transverse direction.

7.0 CORROSION TEST

The materials shall pass Intergranular corrosion resistance test conducted as per ASTM A 262 Practice E with preceding heat treatment at 650 °C / 30 minutes.

8.0 NON-DESTRUCTIVE EXAMINATION

8.1 Ultrasonic Examination :

Plates with thickness 6mm and above, Tubes, Rods shall be ultrasonically examined to cover 100% of the volume in accordance with the respective product specifications.

Plates with thickness 6mm and above shall be subjected to straight beam & angle beam examination in transverse direction on both the surfaces to cover 100% of the volume.

The forgings shall be examined in accordance with Para 9.1 of PC-M-960

8.2 Liquid Penetrant Examination :

All forgings in finished shape & both the surfaces of plates of thickness 20mm & above shall be examined by liquid penetrant method in accordance with ASTM-E-165 with following additional requirements.

- Penetrants, developers and cleaning agents containing more than 25 ppm each of Sulfur and Halogens shall not be used.
- Application of penetrant and developer from aerosol type of spray cans is preferred.
- The temperature of the area examined shall not be lower than 10 °C.

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d) All traces of penetrant and developer shall be removed after completion of the examination.

8.2.1 Acceptance Standard :

Indications of any shape and size are unacceptable.

8.3 Hydrostatic Test :

Each tube shall be subjected to Hydrostatic test as per the requirement of DIN EN-10216-5

9.0 **DIMENSIONAL CHECK AND VISUAL EXAMINATION**

Each material shall be visually examined and checked for dimensional requirements as per Purchase Order.

10.0 **MIX-UP TEST**

Every material shall be tested to detect any inadvertent mix-up.

11.0 **REPAIRS**

Repair is generally not permitted. Slight surface defects may be smoothly ground and blended without impairing the minimum wall thickness. No other repairs shall be carried out without prior approval of the Purchaser.

12.0 **QUALITY SURVEILLANCE**

All material shall be subjected to quality surveillance by the Purchaser or his authorized agency during manufacturer. The material shall not be supplied until the shipping release is given by the Purchaser or his authorized agency.

13.0 **TEST REPORTS / CERTIFICATES**

Five (5) copies of all test reports / certificates shall be sent to the purchaser immediately after completion of tests / inspection, prior to the shipment of the material. One set of test reports / certificates shall be dispatched along with the material. Following reports shall be submitted:

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- (a) Chemical Analysis (Ladle and Product).
- (b) Heat treatment details (heat treatment charts) shall be sent after completion of the contract.
- (c) Results of mechanical properties.
- (d) Intergranular corrosion test report.
- (e) Visual and dimensional test reports.
- (f) Surface roughness measurement diagram for flats as required.
- (g) Result of micrograph and grain size.
- (h) Hardness values.
- (i) Ultrasonic examination and liquid penetrant examination reports.
- (j) Hydrostatic test report.

Final documentation containing all the above shall also be submitted in soft form (pdf format) with proper indexing

14.0 **MARKING AND IDENTIFICATION**

Each product shall be marked with the following information:

- (a) Heat number.
- (b) Direction of rolling (for plates).
- (c) Material designation.
- (d) Supply condition.
- (e) Manufacturer's name.
- (f) Inspection agency / Purchaser's seal.
- (g) Purchase order number.

15.0 **PACKING AND SHIPMENT :**

The materials shall be packed suitably with adequate bracing and blocking to withstand transshipment and tropical storage for two years. The packages shall be released for shipment only after inspection and issue of "shipping release" by the Purchaser or his authorized agency. Each box shall contain the test certificates in respect of the material contained. Details of items packed including material specification, Purchase order number and destination shall be clearly marked on packages.

Note: This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical Bid.

Sl No	BHEL Requirements	Supplier Comments (Acceptance or otherwise for each point to be given)																		
1.	Material specification:																			
	<table border="1"> <thead> <tr> <th>Specification</th><th>Technical delivery Condition (TDC)</th></tr> </thead> <tbody> <tr> <td>SPECN DIN EN 10028-7 1.4550</td><td>PC-M-961 Rev-01 DT 02/2014 by NPCIL</td></tr> </tbody> </table>	Specification	Technical delivery Condition (TDC)	SPECN DIN EN 10028-7 1.4550	PC-M-961 Rev-01 DT 02/2014 by NPCIL															
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SPECN DIN EN 10028-7 1.4550	PC-M-961 Rev-01 DT 02/2014 by NPCIL																			
	a) Supply shall be strictly as per TDC for the grade as mentioned above. Confirm your point wise acceptance to the respective TDC for all the clause.	a)																		
	b) In case of deviation, pls mention the specific clause no of TDC and the specific deviation against it. Pls avoid mentioning any additional points other than what is required as per the TDC. For deviations separate sheet may also be attached.	b)																		
	c) All plates shall be supplied in trimmed edge condition only.	c)																		
	d) For supply condition pls ref Point 4 of TDC PC-M-961 DT 02/2014 . Pls confirm acceptance to this.	d)																		
	e) Supply of material shall be in Plate/Sheets only. Supply in Coil form is not acceptable and offer will be rejected.	e)																		
	f) Refer Quality Control Order issued by Steel Ministry (Govt. of India). Items covered in the said Quality Control order, shall be certified and marked in dual spec (ASME Specification & grade / IS Specification & grade). Offer on ASME specification alone for the grade covered in Quality Control order is not acceptable and offer will be rejected. Pls confirm acceptance for complying with quality control order issued by GOI.	f)																		
2.	Material Description																			
	a) Size & Qty:	a)																		
	<table border="1"> <thead> <tr> <th>Sl.No</th><th>Description</th><th>Qty (Kg)</th></tr> </thead> <tbody> <tr> <td>1</td><td>PL 2 x 1250 x 6000 mm SPECN DIN EN 10028-7 1.4550</td><td>1,204.500</td></tr> <tr> <td>2</td><td>PL 3 x 1250 x 6000 mm SPECN DIN EN 10028-7 1.4550</td><td>2,890.800</td></tr> <tr> <td>3</td><td>PL 4 x 1250 x 5000 mm SPECN DIN EN 10028-7 1.4550</td><td>2,409</td></tr> <tr> <td>4</td><td>PL 20 x 1250 x 2500 mm SPECN DIN EN 10028-7 1.4550</td><td>2,007.500</td></tr> <tr> <td></td><td>Total</td><td>8511.800</td></tr> </tbody> </table>	Sl.No	Description	Qty (Kg)	1	PL 2 x 1250 x 6000 mm SPECN DIN EN 10028-7 1.4550	1,204.500	2	PL 3 x 1250 x 6000 mm SPECN DIN EN 10028-7 1.4550	2,890.800	3	PL 4 x 1250 x 5000 mm SPECN DIN EN 10028-7 1.4550	2,409	4	PL 20 x 1250 x 2500 mm SPECN DIN EN 10028-7 1.4550	2,007.500		Total	8511.800	
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4	PL 20 x 1250 x 2500 mm SPECN DIN EN 10028-7 1.4550	2,007.500																		
	Total	8511.800																		
	b) Quantity tolerance: Nil and ordered no of pieces to be supplied.	b)																		
	c) Tender evaluation:																			
	1. Tender will be evaluated in total Package basis as per the item details tabulated above. All items in the package are to be quoted without fail, else offer will not be considered. Pls confirm your acceptance to total package evaluation as per Annexure-B.	1.																		
	2. Offers will be considered for price bid opening subject to the fulfilment of PQR requirement, techno-commercial suitability and approval of vendor by BHEL & NPCIL	2.																		
	Note: However, BHEL reserves the right to change the evaluation criteria either in part or full (i.e., combining few or all items), at its discretion after part I bid opening, if need arises. Such changes will be communicated to all techno-commercially suitable offers/ suppliers and impact price shall be obtained if required.																			
	d) No of pieces shall be indicated in invoice/TC.	d)																		
	e) Invoicing shall be on actual weight basis and BHEL weighment is final. Incase BHEL weighment exceeds to the invoice weight, and then it will be restricted to invoice weight only.	e)																		

3.	Public Procurement (Preference to Make in India) a. For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier/ Non local supplier and purchase preference to class 1 local supplier, is as defined in Public procurement (Preference to Make in India), order 2017 dt 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part – II bids against this NIT. b. Local content certification: The bidders shall provide local content certificate as per Public Procurement (Preference to Make in India order 2017 dt 04.06.2020 issued by DPIIT) Order.	
4.	Inspection: Indigenous : Inspection agency for Indigenous supply are BHEL & NPCIL	
5.	Payment terms a) Payment term is 100% direct EFT payment after 60 days from date of receipt and acceptance of material after testing at our Lab.	
6.	Delivery Terms: The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order and our preferred delivery schedule is 120 days from PO and approved QAP & test procedures. Supplier shall take a note of the same and specifically confirm the delivery schedule. Suppliers shall quote shortest possible delivery and shall avoid offering longer delivery period. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract.	
7.	LD Clause Confirm acceptance for Liquidated damages shall be 0.5% of the undelivered portion/value per week or part thereof subject to a maximum of 10% of the total order. NOTE: Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). For Info : Indigenous: FOR order - LD will be reckoned from the date of LR/RR/BL / Invoice whichever is later. However inordinate delay in delivering the materials will not suffice the case. Also informed that for staggered delivery and single lot delivery separate PO will be placed.	
8.	Pre-qualifying requirement: In addition to the TDC requirements, suppliers shall meet the Pre-Qualification Requirements ((PQR_ATP and TDC PC-M-961) for the grade is enclosed herewith. The offers of the suppliers who fail to do so will be liable for rejection. Pls submit all the required documents in line with the respective PQR and confirm acceptance to it. The offers of the suppliers who fail to do so will be liable for rejection.	
9.	List of Documents to be submitted along with offer a. For Pre-qualifying requirements as per Clause-9 of this annexure and submit the relevant documents as per the same. If incorrect or part of the required documents are provided, then in that case will not be able to evaluate and qualify the offer. Hence Pls submit documents as mentioned in Pre-qualifying requirements.	a.
	b. Along with the offer document the following documents shall be submitted in Part-I bid without fail. This is apart from Pre-qualifying requirements as mentioned in Clause-9 (Supplier submit the below mentioned documents or else offer will be liable for rejection): Manufacturers (Indigenous) i. GST registration certification for Indigenous supplier ii. Annual report (Balance sheet, Profit and Loss statement) for the Past 3 years or from the date of incorporation whichever is less.	b.
10.	Offer Submission: Indigenous 1. Submit your FIRM competitive offer rate per MT (basic price & freight) with best possible delivery on FOR BHEL-Trichy basis ONLY. The quoted prices shall be inclusive of all charges (like testing charges, Freight, etc.). 2. Price Variation Clause (PVC) is not acceptable and offer shall be rejected. 3. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly mentioned in the offer. Indicate the GST registration number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points.	

4.	Supplier shall mention their GSTN registration number in all their invoices (incl. Credit notes, debit notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.	
5.	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
6.	Invoices will be processed only upon completion of statutory requirement and further subject to following: a) Vendor declaring such invoice in Form GST ANX-1 b) Receipt of Goods or Services and Tax invoice by BHEL	
7.	As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2)	
8.	All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.	
9.	In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month notified by BHEL.	
10.	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.	
11.	The offer will be evaluated on total landed cost to BHEL, Trichy as below, Total landed cost = FOR Trichy + applicable taxes + commercial loading as applicable - applicable tax credits	
	Note: a. Transit insurance in the scope of supplier only. b. In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor. c. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor. d. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number. e. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.	
11.	Defective Material replacement	
	Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.	
12.	Material Warranty	
	Free replacement of whole material in case of notification of defect in material within the period of One year from TC/Invoice date. Warranty certificate to be produced.	

13.	Offer validity of 180 days is required after Part I bid opening. Offer with less validity is liable for rejection. As this requirement is for Nuclear application and involves detailed scrutiny of offer, longer offer validity is required. Supplier to make a note of the same and quote accordingly	
14.	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract	
15.	Bidders are requested to submit their best competitive prices at the first instant itself and no revision of prices will be entertained after the tenders are opened.	
16.	The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened with prior intimation.	
17.	Offer is to be submitted in two part bids system in the E-Procurement portal. Scan copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal	
18.	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
19.	Authorisation for participation in EPS portal through DSC	
	a. E-Tender Participation requirements	
	Either Principal or authorised agent shall register their Digital Signature Certificate (DSC) (Class 3-SHA2- 2048 BIT- SIGNING & ENCRYPTION). You are advised to pls go through the FAQ available in the web portal (https://bhel.abcprocure.com/). DSC shall be registered for the authorised person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.	
	For Indian agent	
	In case of agents participating/registering their DSC (of authorised person), it will be at the sole authorisation of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.	
	DSC Authorisation	
	Pls intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders.	
20.	Risk Purchase Clause:	
	BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.	
	<u>The value under Risk purchase clause shall be calculated as follows:</u>	
	Risk & Cost Amount= [(A-B) + (A x H/100)]	
	Where,	
	i. A= Value of Balance scope of Work/ Supply (*) as per rates of new contract	
	ii. B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/	
	iii. supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.	
	iv. H = Overhead Factor shall be taken as 5	
	v. In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).	
	vi. Balance scope of work/ supply	
	Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.	
	Note: In case vendor fails to fulfil any of the PO / Contract obligations as per PO/Contract, PO/ contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.	
21.	Cartel Formation	
	All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	

22.	Non-Disclosure Agreement(NDA):	
	The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).	
23.	In the event of Force Majeure:	
	a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD.	a.
	b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	b.
	c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.	c.
	d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.	d.
24.	Documents required for Indigenous suppliers	
	1. DFT copy invoice. LR & original TC (Invoice no. & vehicle reference to be mentioned) to be sent along with each vehicle. Without T.C. Vehicle/wagon will not be unloaded. One set of photocopy of all the said documents to be sent along with vehicle. Invoice should mention the no of pieces/bundles.	
	2. One set of MTC, Original invoice (Plus one copy), LR copy shall be sent to MM/Purchase for bill processing.	
25.	Execution of the Order	
	a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.	
	b. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores.	
26.	Resolution of Disputes	
	a. Except as provided elsewhere 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 the 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/Region/Division issuing the Contract.	
	b. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.	
	c. 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 Trichy (the place from which the Contract is issued)	
	d. The cost of arbitration shall be borne as per the award of the Arbitrator.	
	e. Subject to the arbitration in terms of clause as above, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.	
	f. 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.	

	g. In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: 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 for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to 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 further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.	
27.	Evaluation of offer	
	a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.	
	b. Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.	
	c. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order.	
	d. In case of more than one bidder happens to occupy L-1 status, effective L-1, will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly, BHEL's decision in such situations shall be final and binding.	
	e. In the event of any change in scope / quantity arising out of the discussions, offerer would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.	
28.	Conditions for transportation:	
	In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". Overseas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.	
29.	Patent Right: The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser	
30.	Fraud Prevention Policy	
	Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.	

31. **General terms**

1. Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.
2. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
3. All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.
4. Supplier shall mention the HSN code for each item quoted by them in the offer.
5. Any clarification regarding tender shall be done before Part –I due date itself through EPS portal itself, and in case of immediate non-availability of DSC you can clarify through with the following mail id sudheer@bhel.in & mrsamy@bhel.in. The above mail id is provided for initial clarification purpose only and no further correspondences shall be entertained through this mail ids.
6. Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.
7. Unloading of the materials is in the scope of BHEL. However, Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only.
8. Applicable INCO term for this tender is INCOTERMS 2010
9. The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. In case of dispatch through sea then materials shall be shipped in Sea worthy packing condition. Packing charges will be supplier's account.
10. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.
11. In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.
12. BHEL Reserves the right to negotiate and re-float the tender if the lowest offered price is not found competitive
13. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.
14. Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.
15. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, <https://bhel.abcpurchase.com/>, <http://eprocure.gov.in>
16. The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).
17. In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.
18. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.
19. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.

	20. Set-off Clause: BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.	
32.	Suspension of Business Dealings with Suppliers/ Contractors	
	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com .	
	Integrity commitment, performance of the contract and punitive action thereof:	
	1. Commitment by BHEL	
	BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity	
	2. Commitment by Bidder/ Supplier/ Contractor	
a	The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.	
b	The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL	
c	The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL	
	If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php	
33.	In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender/ PO at any stage of execution.	
34.	Caution:	
	➤ The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time. ➤ The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.	
35.	Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID).The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bhel.abcpocure.com/ within 14:00 Hrs of the due date of this tender. The bidder would be required to register on the e-procurement market place https://bhel.abcpocure.com/ and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.	

On behalf of BHEL


SUDHEER APPIREDDY GARI
 Senior Engineer
 Materials Management
 BHEL, TRICHY
 920 044

To be filled & Signed by Original Manufacturer/Mill

Name of the mill / Principal:

Signature:

(Affix Seal)

(All conditions were read & clearly understood and agreed in totality with the mentioned deviations only)

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT		Doc.No. : ISMS-04/TP/011
			Ver. No: 3.0 Rev. No: 00
	Date : 27 - 10 - 14		

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature