

**BHARAT HEAVY ELECTRICALS LIMITED**

[A Government of India Undertaking]

Ramachandrapuram, Hyderabad, 502032, A.P. India
Phone 040-23184526, 23182322 FAX:040-23021910, 1954**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**

(भारत सरकार का उपक्रम)

रामचन्द्रपुरम, हैदराबाद, 502032 आंध्र प्रदेश, भारत

RFQ NO :

PURCHASE DEPARTMENT**ENQUIRY****क्रय विभाग**

जांच (ई मेल : tenderbox@bhellhyd.co.in)

SHEET:1
OF :4HY17001 C
REV.NO.0Phone 091-40-23184526
091-40-23182322FAX : 091-40-23021910
091-40-23021954**PURCHASE DEPARTMENT**

GSTIN:

Enq/Collective No :B5E1V35012

Enq.Dt. : 26.03.2022

No.Of Items :*

DUE Dt. OF QUOTN. : 06.04.2022

Office Copy

Please submit your lowest quotation in sealed cover superscribed with Enquiry No./Collective No.(RFQ No) and due date subject to our terms and conditions attached ,for the materials mentioned below.Your offer has to reach us onor before due date by 11.00 Hours (IST) and will be opened at 14.00 Hours.(IST).If our Enquiry No./Collective No.(RFQ No) and tender due date are not super scribed on the tender cover , your offer shall be summarily rejected. Incomplete offers and late offers will not be considered.

SL NO	Purchase Req.no	item no	Material Code, HSN No.	Drg no - Ver , Rev & Spec - Ver , Rev,Spec-Var	Description	Unit	Qty	Delivery Date	Schedule Qty
1	5000035012	60	HY1078098069 72221999	NA-,,HY10798,02,	BAR-BLADE PROFILE T1-63 GR V-X20CRMO13V	KG	1,000.000	30.08.2022	100.000
2	5000035012	10	72221999					30.08.2022	200.000
3	5000035012	20	72221999					30.08.2022	200.000
4	5000035012	30	72221999					30.08.2022	200.000
5	5000035012	40	72221999					30.08.2022	200.000
6	5000035012	50	72221999					30.08.2022	100.000
7	5000035013	60	HY1078098212 72221999	NA-,,HY10798,02,	BAR-BLADE PROFILE T4-20 GR V-X20CRMO13V	KG	1,500.000	30.08.2022	250.000
8	5000035013	10	72221999					30.08.2022	250.000
9	5000035013	20	72221999					30.08.2022	250.000
10	5000035013	30	72221999					30.08.2022	250.000

TEST CERTIFICATE REQD:
GUARANTEE REQ :
SAMPLE REQD :
BID TYPE : TWO PARTFor and on-behalf of
Bharat Heavy Electricals Limited.E Vinod Kumar
SR.Engineer/TC-PUR



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 रामचन्द्रपुरम, हैदराबाद, 502032 आंध्र प्रदेश, भारत

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PURCHASE DEPARTMENT
ENQUIRY
क्रय विभाग
 जांच (ई मेल : tenderbox@bhellhyd.co.in)

SHEET:2
 OF :4

HY17001 C Phone 091-40-23184526 FAX : 091-40-23021910 **PURCHASE DEPARTMENT**
 REV.NO.0 091 40 23182322 091 40 23021954
 GSTIN: Enq/Collective No :B5E1V35012 Enq.Dt. : 26.03.2022 No.Of Items :* DUE Dt. OF QUOTN. : 06.04.2022

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SL NO	Purchase Req.no	item no	Material Code, HSN No.	Drg no - Ver , Rev & Spec - Ver , Rev,Spec-Var	Description	Unit	Qty	Delivery Date	Schedule Qty
11	5000035013	40	72221999					30.08.2022	250.000
12	5000035013	50	72221999					30.08.2022	250.000
13	5000035014	60	HY1078098220 72221999	NA-,,HY10798,02,	BAR-BLADE PROFILE T4-25 GR V-X20CRMO13V	KG	1,000.000	30.08.2022	100.000
14	5000035014	10	72221999					30.08.2022	200.000
15	5000035014	20	72221999					30.08.2022	200.000
16	5000035014	30	72221999					30.08.2022	200.000
17	5000035014	40	72221999					30.08.2022	200.000
18	5000035014	50	72221999					30.08.2022	100.000
19	5000035015	60	HY1078098255 72221999	NA-,,HY10798,02,	BAR-BLADE PROFILE T4-40 GR V-X20CRMO13V	KG	1,200.000	30.08.2022	200.000
20	5000035015	10	72221999					30.08.2022	200.000

TEST CERTIFICATE REQD:
 GUARANTEE REQ :
 SAMPLE REQD :
 BID TYPE : TWO PART

For and on-behalf of
 Bharat Heavy Electricals Limited.

E Vinod Kumar
 SR.Engineer/TC-PUR

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PURCHASE DEPARTMENT**ENQUIRY****क्रय विभाग**

जांच (ई मेल : tenderbox@bhellhyd.co.in)

SHEET:3
OF :4HY17001 C
REV.NO.0

Phone 091-40-23184526

FAX : 091-40-23021910

PURCHASE DEPARTMENT

091 40 23182322

091 40 23021954

GSTIN:

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21	5000035015	20	72221999					30.08.2022	200.000
22	5000035015	30	72221999					30.08.2022	200.000
23	5000035015	40	72221999					30.08.2022	200.000
24	5000035015	50	72221999					30.08.2022	200.000
25	5000035016	60	HY1078098611 72224020	NA-.,HY10798,02,	BAR-BLADE PROFILE T6-16 GR V-X20CRMO13V	KG	1,500.000	30.08.2022	250.000
26	5000035016	10	72224020					30.08.2022	250.000
27	5000035016	20	72224020					30.08.2022	250.000
28	5000035016	30	72224020					30.08.2022	250.000
29	5000035016	40	72224020					30.08.2022	250.000
30	5000035016	50	72224020					30.08.2022	250.000

TEST CERTIFICATE REQD:
GUARANTEE REQ :
SAMPLE REQD :
BID TYPE : TWO PART

For and on-behalf of
Bharat Heavy Electricals Limited.

E Vinod Kumar
SR.Engineer/TC-PUR

Special Remarks

CheckList of Quality Interventions:

**BHEL reserves the right to enforce any or all of the following checks during execution of the order.
There is no additional cost to the vendor on account of these checks.**

TEST CERTIFICATE REQD:
GUARANTEE REQ :
SAMPLE REQD :
BID TYPE : TWO PART

For and on-behalf of
Bharat Heavy Electricals Limited.

E Vinod Kumar
SR.Engineer/TC-PUR



**PLANT PURCHASING
SPECIFICATION
HYDERABAD**

HY 107 98

REV. NO: 02

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**VACUUM DEGASSED STAINLESS STEEL PROFILE BARS
FOR STEAM TURBINE BLADES, HARDENED & TEMPERED**

(Gr: V-X20CrM013V)

1.0 GENERAL:

This specification governs the requirements of vacuum degassed, hardened and tempered stainless steel drawn profile bars of grade V-X20CrMo13V for steam turbine blades.

2.0 APPLICATION :

For the manufacture of steam turbine guide blades suitable for operation upto 535°C.

3.0 CONDITION OF DELIVERY :

The bars shall be supplied in hardened & tempered, cold drawn and finally stress relief annealed condition.

4.0 DIMENSIONS AND TOLERANCES:

4.1 Dimensions: The dimensions shall be as specified in the drawing/order; Unless otherwise specified in the order, the profile bars shall be supplied in lengths of 3 to 4 metres.

4.2 Tolerances: The tolerances on dimensions, Straightness and twist for different types of profiles shall be as indicated below:

- a) Annexure I - Profile T1
- b) Annexure II - Profiles T2 & T3
- c) Annexure III - Profiles T4, T6 & T7

5.0 MANUFACTURE:

The steel used in the manufacture of the profile bars shall be produced by Electric furnace process and shall be fully killed and subsequently vacuum degassed. Sufficient discard shall be made in the ingot to ensure purity of the steel.

Revisions: 1) Tolerances modified MPI included.
2) Annexure-III modified.

Issued :

**STANDARDS
ENGINEERING DEPARTMENT**

Rev.No.

REV.Date:

Revised:

Prepared:
Matls. Engg.

Approved:
Sr.M(QA&TS)

Date:

02

June, '88.

Standards

AUG. '81.

**6.0 HEAT TREATMENT:**

The recommended heat treatment cycle shall be as follows:

Harden in oil or air at 1000-1050°C
Temper at 650-700°C & cool in air

However, the supplier may select suitable heat treatment schedule to achieve the specified mechanical properties. But, tempering in no case shall be performed below 650°C and cooling from tempering temperature shall be done slow enough to minimise residual stresses. The details of the actual heat treatment cycle followed shall be furnished in the test certificate.

7.0 FREEDOM FROM DEFECTS:

The profile bars shall be free from decarburization cracks, laps, lamination and other harmful defects.

8.0 FINISH:

The surface shall be smooth, clean and bright, without any dents, scratches or roll marks. Cleaning of the surfaces by grinding, after heat treatment is permissible, however within the limits of tolerances.

9.0 CHEMICAL COMPOSITION:

The analysis of the material shall be as follows:

Element	C	Si	Mn	Cr	Mo	Ni	P	S
% min.	0.17	0.10	0.30	12.0	0.80	-	-	-
% max.	0.22	0.50	0.80	13.0	1.20	0.80	0.030	0.02

10.0 TEST SAMPLES:

10.1 For chemical Analysis: One sample bar from each melt, taken at random shall be subjected to check analysis.

10.2 For Mechanical Tests: Profile bars of the same size shall be grouped into lots belonging to the same melt and heat treatment batch.

All the bars constituting a lot shall be tested for hardness. The softest and hardest bars, identified by the hardness test, shall be taken up for tensile and impact tests.

NOTE: When the profile dimensions are such as not to allow for the preparation of Impact Specimens, the impact testing shall be performed on a separate bar which undergoes similar



PLANT PURCHASING SPECIFICATION

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Rev. No.02

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Degree of working. In such cases the sample test piece shall be heat treated along with the batch it represents.

11.0 MECHANICAL PROPERTIES:

The mechanical properties of the sample in longitudinal direction, at room temperature shall be as follows:

Tensile strength, max	:	930 N/mm ² (95 kgf/mm ²)
yield strength, min.	:	590-740 N/mm ² (60-75 kgf/mm ²)
Elongation, min(l=5d)	:	15%
Reduction in area, min	:	50%
Impact strength, min	:	27J (4 kgm/cm ²)
Hardness (BHN)	:	240-280

NOTE: 1): The tensile test shall be carried out in accordance with IS:1608 or any reputed National Standard. The test specimens cut from the sample bars shall be so tested as to subject as far as practicable, the complete cross section of the profile to tension. The cross sectional area of the profile can be noted from the corresponding drawing supplied.

2) The charpy Impact test shall be performed in accordance with IS:1499 or any reputed National Standard. The specimen size shall be 10x10x55mm with a 3mm deep U-Notch.

An impact test shall consist of three specimens from a single test location, the average value of which shall be as specified above. Only one value of the three can be below the specified minimum, but in no case below 2/3 of the specified minimum value.

All the three test results shall be reported.

12.0 RETEST:

If any of the test specimen fails to meet the mechanical property requirements, the sample bar from which the test specimen was cut shall be rejected and two further sample bars from the same test unit, close in hardness to the rejected bar shall be selected for retest.

If the retesting as said above fails, manufacturer is at liberty to heat treat the profile bars in question. However not more than two reheat treatments are allowed.



If after all the three trails of heat treatment, the mechanical properties specified are not complied with, all the bars of the concerned test unit shall be rejected.

13.0 HIGH TEMPERATURE PROPERTIES:

The following elevated Temperature Yield properties shall be guaranteed by the supplier.

Temp °C	o.2% Proof stress, min.	
	N/mm ²	(Kgf/mm ²)
200	400	(41)
250	382	(39)
300	365	(37)
350	335	(34)
400	305	(31)

14.0 NON-DESTRUCTIVE TESTS:

Each profile bar shall be subjected to Magnetic particle Examination as per ASTM: A275 and no crack shall be acceptable.

15.0 METALLOGRAPHIC TESTS:

15.1 Microstructure: The microstructure shall be studied on the factured tensile specimen at x100 and photo micrographs shall be furnished to B.H.E.L. The microstructure shall have a uniform tempered martensite, structure with grain size ASTM E112 No.5 or finer. Average deltaferrite shall not exceed 5%.

15.2 Non-Metallic Inclusions: The sample for testing shall be taken on a longitudinal plane, located midway between the centre and the surface of the bar. The rating of inclusions shall be based upon average length of inclusion, the longest inclusion and the general background. When tested as per ASTM E45, plate III, the inclusion rating should not exceed the following norms:

'A' Sulphide type	:	Thin series 2.
'B' or 'D' globular type oxide	:	Thin series 2.
'C' Silicate type	:	Thin series 2.

However, any one of the above can be allowed upto 2.5 provided the other two do not exceed 2.



PLANT PURCHASING SPECIFICATION

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15.3 Mixup Test: Each profile bar shall be tested by any spectrochemical or eddy current methods to detect any mix-up of materials and to ensure that bars to this specification only are supplied.

16.0 DIMENSIONAL INSPECTION:

Each profile bar shall be inspected for the accuracies of dimensions, profile and straight ness.

17.0 INSPECTION AT SUPPLIER'S WORKS:

The representative of BHEL shall have free access to the suppliers works at all times during the execution of the order, to satisfy himself that the material is produced as per the quality requirements of this specification. All reasonable facilities shall be extended to him, free of charge. He may also witness the sampling, testing and marking called for this specification.

18.0 TEST CERTIFICATE:

Five copies of the test certificate shall be supplied giving the following details.

- a) BHEL Order No.
- b) BHEL Specification No. HY 107 98
- c) Material Grade: V-x20CrMo13V
- d) Name of supplier
- e) Profile No./Drawing No.
- f) Melt No.
- g) Process of manufacture
- h) Heat treatment batch No. and details of heat treatment.
- i) Results of chemical analysis and mechanical tests (C1.9 & 11)
- j) Results of metallographic test with representative photomicrograph X 100 (c1.13)
- k) Guarantee for high temperature properties (c1.13)

19.0 PACKING AND MARKING:

19.1 Marking: The Factory Mark, Melt No. and the profile Identification No. (or Drawing No.) shall be marked on each and every bar.

**PLANT PURCHASING
SPECIFICATION**

Profile bars of same section, belonging to the same melt and heat treatment batch shall be suitably bundled and a metal lable bearing the following information shall be securely attached to each bundle.

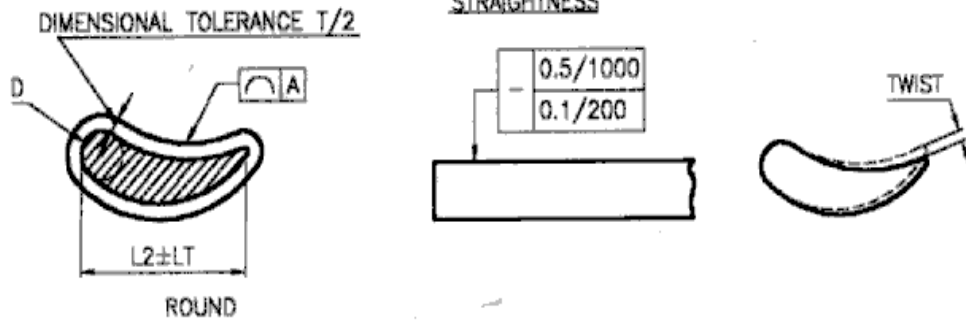
- a) BHEL Order No.
- b) Specification No.HY107 98
- c) Melt No. & Heat treatment batch No.
- d) Profile No. & Weight.
- e) Supplier's Trade Mark

19.2 Packing: The bundles covering the profile bars shall be suitably packed to prevent corrosion and damage during transit.

20.0 REJECTION:

in the event of any material proving defective during the course of further processing or testing, such material shall be rejected and the supplier shall make immediate arrangements to replace the same free of cost.

ANNEXURE-I
DIMENSIONAL TOLERANCES FOR PROFILE T1

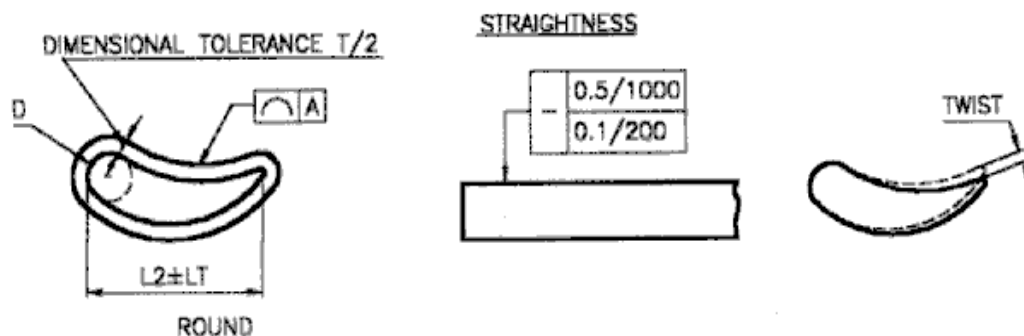


TWIST: MAX. PERMISSIBLE TWISTING IN THE SECTION PERPENDICULAR TO THE AXIS OF BAR SHALL BE 0.5mm PER METRE LENGTH

ALL DIMENSIONS IN 'mm'

Profile size	D	T	L2	LT	A	PROFILE CO-ORD DRG. NOS 4-301-76-00015-00 AND
T1-12.5	3.47	+0.05	12.72	0.08	0.03	4-301-76-00001-00
T1-16	4.442	+0.05	16.282	0.10	0.03	4-301-76-00002-00
T1-20	5.552	+0.05	20.352	0.13	0.03	4-301-76-00003-00
T1-22.5	6.246	+0.08	22.896	0.13	0.036	4-301-76-00021-00
T1-25	6.942	+0.08	25.44	0.15	0.036	4-301-76-00004-00
T1-28	7.773	+0.08	28.493	0.15	0.036	4-301-76-00022-00
T1-32	8.883	+0.08	32.563	0.15	0.036	4-301-76-00005-00
T1-36	9.993	+0.08	36.633	0.15	0.07	4-301-76-00023-00
T1-40	11.104	+0.10	40.704	0.15	0.07	4-301-76-00006-00
T1-45	12.492	+0.10	45.792	0.15	0.07	4-301-76-00007-00
T1-50	13.88	+0.10	50.88	0.15	0.07	4-301-76-00008-00
T1-56	15.546	+0.10	56.986	0.15	0.07	4-301-76-00009-00
T1-63	17.489	+0.10	64.109	0.15	0.07	4-301-76-00010-00
T1-71	19.71	+0.12	72.25	0.15	0.084	4-301-76-00011-00
T1-80	22.208	+0.12	81.408	0.15	0.084	4-301-76-00012-00
T1-90	24.984	+0.12	91.584	0.15	0.084	4-301-76-00013-00
T1-100	27.76	+0.12	101.76	0.15	0.084	4-301-76-00014-00

**ANNEXURE-II
DIMENSIONAL TOLERANCES FOR PROFILE T2&T3**

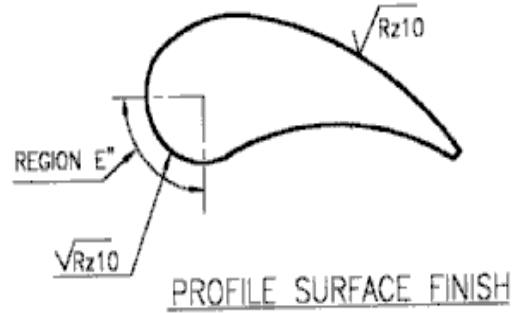
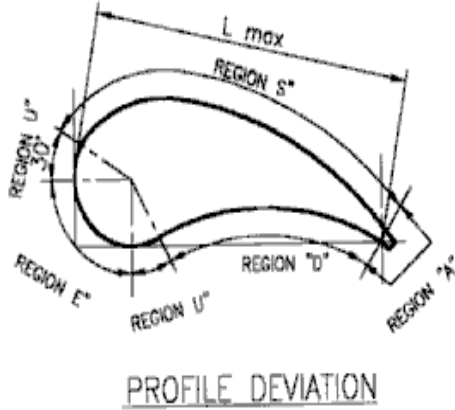


TWIST: MAX, PERMISSIBLE TWISTING IN THE SECTION PERPENDICULAR TO THE AXIS OF BAR SHALL BE 0.5mm PER METRE LENGTH.
ALL DIMENSIONS IN 'mm'

Profile size	D	T	L2	LT	A	PROFILE CO-ORD DRG. NOS 4-301-76-00017-00 AND
T2-16	6.05	+0.08	16.97	0.10	0.036	4-301-11-00062-00
T2-20	7.56	+0.10	21.22	0.13	0.036	4-301-11-00061-00
T2-25	9.45	+0.10	26.52	0.15	0.058	4-301-11-00060-00
T2-32	12.10	+0.10	33.95	0.15	0.07	4-306-48-00042-00
T2-40	15.12	+0.10	42.44	0.15	0.07	4-301-11-00058-00
T2-50	18.90	+0.10	53.05	0.15	0.084	4-301-11-00063-00
T2-64	24.19	+0.10	67.90	0.15	0.084	4-301-76-00018-00
T2-80	30.24	+0.12	84.87	0.15	0.10	4-301-76-00019-00

Profile size	D	T	L2	LT	A	PROFILE CO-ORD DRG. NOS 4-301-75-00020-00 AND
T3-12.5	4.918	+0.05	13.317	0.08	0.03	4-301-75-00010-00
T3-16	6.295	+0.08	17.046	0.10	0.036	4-301-75-00011-00
T3-20	7.869	+0.10	21.307	0.13	0.036	4-301-75-00012-00
T3-25	9.836	+0.10	26.634	0.15	0.058	4-301-75-00013-00
T3-32	12.59	+0.10	34.09	0.15	0.07	4-301-75-00014-00
T3-40	15.738	+0.10	42.614	0.15	0.07	4-301-75-00015-00
T3-50	19.672	+0.10	53.268	0.15	0.084	4-301-75-00016-00
T3-63	24.787	+0.10	67.118	0.15	0.084	4-301-75-00017-00
T3-80	31.476	+0.12	85.228	0.15	0.1	4-301-75-00018-00
T3-100	39.344	+0.12	106.536	0.15	0.1	4-301-75-00019-00

ANNEXURE-III
DIMENSIONAL TOLERANCES FOR PROFILE T7,T6&T4



Profile size	THICKNESS		LENGTH		PROFILE DEV.IN REGIONS			PRO. COORD. DRG. NOS. 4-301-75-00164-00
	Dm	Allo. Dev.	Lmax	Allo. Dev.	D,S	E	A	
T7-12.5	5.00	+0.10	13.68	+0.25	+0.05	-0.10	+0.20	4-301-75-00190-00
T6-16	6.41	+0.10	17.52	+0.25	+0.05	-0.10	+0.20	4-301-75-00189-00
T4-20	8.01	+0.12	21.91	+0.26	+0.06	-0.12	+0.20	4-301-75-00166-00
T4-25	10.02	+0.14	27.38	+0.32	+0.07	-0.14	+0.25	4-301-75-00167-00
T4-32	12.82	+0.16	35.05	+0.38	+0.08	-0.16	+0.30	4-301-75-00168-00
T4-40	16.03	+0.18	43.81	+0.49	+0.09	-0.18	+0.40	4-301-75-00170-00
T4-50	20.03	+0.20	54.76	+0.50	+0.10	-0.20	+0.40	4-301-75-00172-00

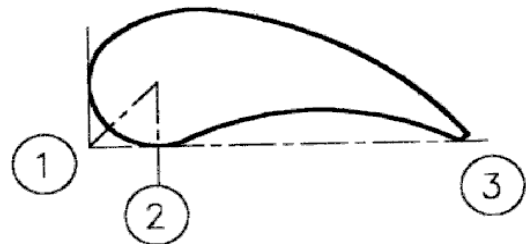
PROFILE STRAIGHTNESS

FOR CHECKING THE PROFILE STRAIGHTNESS THE PROFILE IS TO BE KEPT ON A HORIZONTAL MEASURING TABLE AS SHOWN IN FIG.1 THE AIR GAPS AT POINTS 1,2&3 ARE TO BE CHECKED WITH FEELER GAUGES.

THE MAX PERMISSIBLE VALUE

$$H=0.001 \times L$$

H IS GAP AND
L IS LENGTH OF PROFILE BAR



PROFILE SURFACE FINISH

FIG. 1

ANNEXURE - B
PRE QUALIFYING CRITERIA FOR SUPPLIERS OF BLADE PROFILE BARS
OF GRADES X20CrMo13 (HY10798)

Suppliers of the blade profile bars shall confirm / fulfill the following conditions:

1.0 MANUFACTURING AND TESTING FACILITIES:

The details of the manufacturing and testing facilities of the Mills / manufacturer shall be submitted in the format enclosed as Annexure-C for assessment by BHEL. The company catalogues or company's website addresses which gives complete information as required by this tender conditions can also be provided along with the offer.

Only manufacturers are permitted to quote for the present tender. No trader/intermediaries will be accepted for ordering.

2.0 FIRST PIECE QUALIFICATION / PROCESS QUALIFICATION:

Suppliers shall explicitly confirm their acceptance for the process qualification before supplies.

Note: If any of the suppliers are able to submit the evidences of their supplies of Steam turbine blade profile bars (of the same material grade and sizes as mentioned in the present enquiry) to M/s Siemens, Germany or already supplying blade flats to BHEL Hyderabad, they can be considered for the waiver of process qualification requirements for the same grade and size of the profile bars for the present tender.

In case of supplies made to M/s Siemens Germany, the evidences like purchase order copies and corresponding material test certificates, etc. shall be submitted along with the technical offer.

3.0 TESTING OF HIGH TEMPERATURE PROPERTIES:

i) All the manufacturers who are required to carry out Process Qualification as per Clause 2.0 mentioned above shall explicitly confirm their acceptance for carrying out Hot yield test as per the following test parameters,

No. of samples to be tested	:	one
Test temperature	:	400 Degrees C.
0.2% Proof Stress, Min	:	305 MPa

Hot yield test shall be carried out for one sample of any of the profiles in heat treated condition depending upon suitability of size for Hot yield test. Reports shall be submitted as an evidence for guarantee certificate for high temperature properties. The test reports will be reviewed and the dispatch clearance for the first lot will be given only after acceptance of test results for the above orders by BHEL Hyderabad.

ii) If the manufacturer has already conducted hot yield test with above parameters on profiles (utilizing same manufacturing processes and facilities by them which will be used for manufacturing of blade profile bars as per the present enquiry), Test reports shall be submitted along with their technical offer for consideration of waiver for Hot yield test.

4.0 INSPECTION OF THE FIRST LOT OF EACH OF SIZE OF THE BLADE PROFILE BAR WHERE PROCESS QUALIFICATION IS APPLICABLE:

Inspection of the first lot of each size profile bar will be carried out in the presence of BHEL Hyderabad representative / TPIA as per order conditions. A QAP shall be submitted along with the technical offer for review and acceptance by BHEL.

5.0 PAST EXPERIENCE:

- i) The manufacturers who are having experience of manufacturing and supplying blade profile bars for OEMs of steam turbines will be considered for the present enquiry.
- ii) The vendor shall submit at least one reference including unpriced PO copy and manufacturer's test certificates as evidences for any of the size range mentioned in the items of this enquiry with minimum quantity(cumulative) of 500 Kg. Reference PO shall not be more than Ten years old from the date of enquiry.

6.0 No deviations to BHEL specifications and sizes as per enquiry are permissible. Any deviations will lead to rejection of the offer.

ANNEXURE -C

DETAILS OF THE MILLS SUPPLYING BLADE PROFILE BARS TO BHEL HYD

BHEL ENQ. NO. :

DATE:

1.0 ORGANISATIONAL INFORMATION			BHEL REMARKS
1.1	MILL NAME :		
1.2	HEAD OFFICE		
	ADDRESS: TELEPHONE NO. WEB SITE		
1.3	FACTORY / WORKS		
	ADDRESS: TELEPHONE NO. E-MAIL (of the chief contact person)		
1.4	BRANCH OFFICE / MARKETING OFFICE		
	ADDRESS TELEPHONE E-MAIL(of the chief contact person)		
2.0	MANUFACTURING FACILITIES:		
2.1	MELTING FACILITIES :	CAPACITY / SIZE	
2.2	HOT / COLD ROLLING/DRAWING/FORGING FACILITIES	CAPACITY / SIZE	
2.3	HEAT TREATMENT FACILITIES (INCLUDING QUENCHING FACILITIES)		
2.4	TESTING FACILITIES:		
	TESTING FACILITY	EQUIPMENTS/MACHINES	CAPACITY / SIZE
2.41	CHEMICAL		
2.42	MECHANICAL TEST		
2.43	MPI/DP		
2.44	ULTRASONIC TEST		
2.45	OTHER FACILITIES		
3.0	MILLS PAST EXPERIENCE / CREDENTIALS		
3.1	CUSTOMER REFERENCE LIST OF SAME ITEMS		
3.2	MILLS PRODUCTION RANGE (SIZE AND MATERIAL GRADES)		
3.3	COPY OF VALID ISO 9000 CERTIFICATE FOR THE MILL		
3.4	ANY OTHER INFORMATION LIKE REGISTRATION / SUPPLIES TO SISTER UNITS OF BHEL WITH EVIDENCES (OPTIONAL INFORMATION)		

- Note: 1) The above data shall be furnished / certified by the manufacturer or mill only. Data certified by any other agencies will not be accepted
- 2) Any of the process / operation is sub-contracted, shall be mentioned by giving the details of the facilities and tie - up letter.
- 2) Mills catalogues shall also be provided
- 3) The above information will be used for scrutinizing the technical offers for the above mentioned enquiry

SIGNATURE AND COMPANY STAMP OF THE MILL

(Attachment to Enquiry No. XXXXXXXXXXXX Due on Date XX.XX.XXXX for submission by 11.00 hrs to open from 14.00 hrs.)			
INSTRUCTIONS TO BIDDER (ITB)			
NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations , if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as "NON DEVIATABLE".			
Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
1	SCOPE OF SUPPLY:		
	Signed & Sealed offers are invited for the Scope of Supply of goods and Services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer. Bidder can also submit offer through email at their own risk. The offer is to be submitted in two parts. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in , and price bid to be submitted to mail ID pricebid_hyd@bhel.in as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry No. Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.		
2	GENERAL INSTRUCTIONS:		
A	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English / Hindi. All Pages of Techno Commercial Bids (Main Pages), ITB should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final.		Non Deviatable
B	In case of Single-Part bid Tender, the complete bid shall be submitted in a single sealed cover super subscribing the Tender number and due date. Incomplete offers are liable for rejection. E mail bids shall be sent to mail ID pricebid_hyd@bhel.in as an attachment only.		Non Deviatable
C	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read fully before submission of quotations.		Non Deviatable
D	Vendors are advised to comply with specific conditions of the enquiry, Should there be any deviations (where deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers or load the bid suitably for evaluation.		Non Deviatable
E	Offers shall be submitted directly, only by the vendor or by their authorized representative / agent and the offer should be in line with the regulatory guidelines (i.e A valid Agency agreement between principal vendor and agent / representative shall be attached and the agreement shall cover the scope of services rendered by Agent, Agency Commission and any other information called for as per the regulatory guidelines). OEM / Mill details shall be provided if supplier is not a manufacturer. Bid envelopes shall bear the name of Supplier. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from supplier name.		Non Deviatable
F	Offer received after the specified time and date of submission shall be rejected. No further correspondence shall be entertained.		Non Deviatable
G	Unsolicited offers shall not be considered.		Non Deviatable
3	OTHER PARTICULARS (Please indicate applicable data)		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading and Port of Discharge (applicable to imports).		
4	BID SUBMISSION PROCEDURE:		
A.	For Single Part Bids: Offers addressed to DGM/CMM, Vendor Complex, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be super subscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. For e-mail offers please follow the procedure mentioned in 2 (B).		Non Deviatable
B.	For two-Part Bids:		

i	<p>Two part bid consisting of</p> <p>i)Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission , duties, taxes and other charges, <u>except the price.</u> super scribing enquiry No. (Techno-Commercial Bid) and due date Signed and Stamped ITB and special conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-1) AND</p> <p>ii) Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover super subscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover super subscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.</p>		Non Deviatable
ii	Techno-commercial Bid will be opened on the assigned date .Only the price bids of vendors whose techno commercial bids are accepted will be opened later on a specified date.		Non Deviatable
iii	The bidders whose bids are techno commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned wherever submitted.		
iv	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL warrant changes in prices.		Non Deviatable
v	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening.		Non Deviatable
5	Delivery Instructions		
A	Indigenous Purchase		
	Goods shall be delivered on FOR Destination basis to the named destination(s) or as specified in the enquiry, Insurance in the scope of supplier.		
B.	Imports		
	The goods shall be delivered on CIP-basis to port of discharge as mentioned in the purchase order.		
6	Documentation:		
A	Indigenous Purchase		
	<p>Seller shall arrange to send to BHEL, Hyderabad along with all the required documents as detailed in Purchase Order, such as, Tax Invoice (Original for Recipient, Duplicate for Transporter), consignee copy of LR, Packing list , Pre-dispatch Inspection report, Test/ Guarantee/ Warranty certificate/ O&M manuals (as applicable) etc. immediately on dispatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order.</p> <p>In case of dispatches from vendor works to site, material receipt certified by site office / Customer shall be provided.</p> <p>Softcopies of the above documents shall be uploaded in Pradan portal https://web.bhelhyd.co.in/mm/ immediately after dispatch of the material</p>		Non Deviatable
B	Imports		
	<p>i) Seller shall inform the purchaser the readiness of material along with packing details well in 30 days advance from the date of delivery. Seller shall also upload soft copy of the dispatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as specifically indicated in the Purchase Order in PRADAN Portal (https://web.bhelhyd.co.in/mm/) within 3 days from the B/L date for sea shipment and 1 day from AWB date for Air shipment.</p> <p>ii) In case of CIP shipments, seller shall also inform purchaser the information about discharge port agent details and ship arrival information within 7 working days from the date of Shipment.</p> <p>iii) In case the material shipped in Full Containers(FCL), Seller shall ensure that the Bill of Lading should clearly spell out the following</p> <ol style="list-style-type: none"> 1. Port of discharge -- "Nhavaseva"/chennai 2. Place of Delivery / Final Destination - "ICD Sanath Nagar". 3. For air consignment the port of discharge will be Hyderabad, India and consignee shall be BHEL. 		
	iv) In case of Air shipment, the following dimensions of single package may be noted.		
a).	Dimension of the cargo(ODC) -- > 125" x 88" x 63"		

b).Weight of the cargo -- >3.5 MT.

If any package dimension or weight crosses the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and seller shall inform BHEL well in advance of 20 days prior to the delivery date to enable BHEL to finalize the freight forwarder

(v). Recovery charges for non-submission of documents : -

Seller shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT.

If BHEL incurs any charges such as Penalty, demurrage, container detention, wharf age, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/Tender Document/Letter of credit , the same shall be recovered from the seller as under:

1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector

A. For EX-WORKS / FCA/ FAS / FOB Sea Consignments:-

Penalty for late submission / negotiation of documents beyond 14 days shall be as under:

Sl. no	Period (From Date of Bill of Lading)	Recoverable Charges	Recoverable Charges per day per container	
		LCL per week/ Break bulk cargo per day	20FT Container	40FT Container
i	Upto 14th day	Nil	Nil	Nil
ii	15th day onward	USD 10	USD 50	USD 105

B. For CIF / CFR / CIP / CPT Sea Shipments:-

For CIF / CFR / CIP / CPT Sea Shipments, Vendor shall provide rates for detention charges after free period at the time of offer itself in case of engagement of 20FT Container and 40FT category. In case of late presentation of documents to the bank recovery will be effected from the Vendor as per the rates quoted by the Vendor at the time of offer in this regard.

In case of Break bulk cargo and LCL Demurrage/storage charges shall be recovered at rate of USD 10 per day and storage charges rate of USD 10 per week respectively shall be charged as late presentation charges.

(vi) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Vendors shall ensure that invoice shall contain PAN nos. of both seller and buyer along with other tax related numbers. BHEL PAN AAACB4146P and BHEL TAN HYDB00086C

Any other additional documents sought by the statutory authorities, the same shall be produced by the seller on priority basis.

(vii) Seller shall provide package details including number of packages, gross weight, net weight etc.

(viii) The seller shall provide the following documents at the time of submission of offer :-

- a) No Business Connection in India declaration issued by the seller as per the format specified. (or)
- b) (i) No Permanent Establishment in India declaration issued by the seller as per the format specified.
(ii) Tax Residence Certificate issued by the seller's tax authorities.
(iii) Form 10F issued by the supplier.
- c) In case the seller has a Business Connection in India as per Section 9 of Income Tax Act or

Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the seller's country, the seller shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.

7	Delivery Schedule		
A	<p>The tendered goods shall be delivered within the period stipulated in PO . Delivery at BHEL can be accepted at the earliest, 30 days prior to delivery date as mentioned in the Purchase order. Delivery earlier than 30 days of contractual delivery date may be accepted with the written permission of BHEL -Purchase department.</p> <p>Goods arriving after the delivery date will be accepted only with the prior written permission of BHEL otherwise they will not be allowed inside the factory. BHEL reserves the right to reject the material, if not delivered by scheduled Purchase Order Delivery Date.</p> <p>(In case of imports , the final entry date of Import General Manifest (IGM) will be reckoned as delivery completion date)</p>		Non Deviated
B	<p>Documents such as TC,GCs Inspection reports are to be submitted within 10 days of dispatch of these materials. C note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material. Supply of plant/ equipment/ stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery by the time stipulated under the terms & conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.</p>		
8	Pricing Terms		
	Prices once quoted shall remain firm and valid during the execution of PO. Offers with PVC will be rejected outright except in cases where specifically called for in the NIT.		Non Deviated
9	PRICE VALIDITY :		
	<p>Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid /part-I in case of two part bid).</p> <p>However the prices quoted for spare parts of the Main equipment shall be kept valid for a period of 1 year from the date of Placement of PO for the main equipment.</p>		
10	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)		
A	Indigenous Purchase		
	The Taxes as applicable shall be quoted in the following manner.		
i	Vendor to indicate HSN of Goods or SAC of Services.		
ii	IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %		
	<p>NOTE: Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods.</p> <p>Taxes prevalent on the contractual delivery date or the actual delivery date (in case of delay) which ever is lower shall be applicable paid. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids.</p>		
iii	Any other taxes & duties not covered anywhere above may be indicated separately.		
iv	<p>Taxes deducted at source:</p> <p>TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		Non Deviated
B.	Foreign Purchase (Imports)		
i	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for the quoted CIP price.		Non Deviated
ii	<p>Taxes deducted at source:</p> <p>TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		Non Deviated
11	Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.		

A	<p>Indigenous: 100% payment along with taxes, freight & insurance will be made within 75 days from the date of receipt of complete documentation as per PO. However payment would be done only after receipt of original documents, including site/ Customer acknowledgement on LR (MRC - Material Receipt Certificate at site) / GR clearance at BHEL Stores. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days* as prescribed in the relevant act. Adherence to the above time schedule of payment is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. *The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase Order delivery date or the amount actually paid whichever is less. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.</p>		
B	<p>Imports:- i) 100% payment (less Indian Agency Commission, if any) shall be paid through "Usance Letter of Credit / Cash Against Documents (CAD) / Wire Transfer" with a credit period of 60 days ii) LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date LC will be opened within 7 working days from the date of request.</p>		
C	<p>Note: 1) No advance payment is acceptable. However, in exceptional/rare cases, BHEL at its discretion, may consider advance payment against Bank Guarantee valid up to receipt of material at BHEL for 110% of advance amount issued / confirmed by any of the BHEL consortium banks. 2) Wherever EMD (Earnest Money Deposit) is applicable, it may be noted that no interest will be paid on EMD and the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be converted to SD (Security Deposit). Tender Cost wherever applicable is not refundable.</p>		Non Deviatable
D	<p>No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.</p>		
12	<p>Penalty clause: In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered.</p>		
13	<p>Excess materials supplied beyond tolerance limit as specified in PO, will not be accounted for.</p>		Non Deviatable
14	<p>Rejected materials, if any, shall be collected by the vendor within 90 days of such communication to the vendor. Beyond 90 days a ground rent of 0.25 % of the value of the material per week will be levied for a maximum period of two weeks.. Beyond this period the supplier forfeits their right to the materials.</p>		Non Deviatable
15	<p>Guarantee / Warranty Period : (Deviation to this clause is not acceptable.) Wherever required, and so provided in the specifications/Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re- execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible. Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods. The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.</p>		Non Deviatable

NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.16.

The Vendors may specifically note the following.

16	Evaluation and Loading Criteria:
A	Evaluation of prices shall be done item-wise unless otherwise specified in the enquiry. Evaluation shall be on the basis of delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
B	In case of foreign bidders, the quoted CIP price shall be loaded by the following factors to arrive at the Delivered Cost:
i	- Import duty as applicable at the time of Technical/ Part-I bid opening .
ii	- Port handling/ clearing charges & inland freight and insurance: @ 5% of CIP value (10% for plates, pipes & structurals).
iii	In other cases subject to acceptance by BHEL, loading for various factors (in addition to above) as the case may be will be done as follows: 0.5% for unloading at Port of Destination Marine Freight 4% and Marine Insurance 1% (9% and 1% towards Freight and Insurance respectively for Plates, Pipes, Rounds & Structurals)
C	In case of Indigenous Bidders, Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 4% of Ex-works value (9% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.
D	Deviated Penalty: Any loading on penalty clause shall be 10% or to the extent to which the vendor has opted for deviation.
E	Deviated Payment Terms: Terms: In case BHEL considers any deviation in payment terms, the bids shall be loaded with 18% interest per annum to the extent of deviation.
17	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
18	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.
19	INTEGRITY PACT Vendors shall have to enter into Integrity Pact with BHEL as per attachment - for order value of rupees five crores and above and shall be signed by the competent authority before the issue of purchase order, failing which vendor's offer will be rejected.
20	Public Procurement
A	Make in India 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 I local supplier , is as defined in Public Procurement (Preference to Make in India) , Oct 2017 dated 04.06.2020 issued by DPIIT . In case of subsequent orders issued by the 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 Proforma for self certification for minimum local content and auditor's certification is given in Annexure III .
B	Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority . https://www.mea.gov.in/ to be referred for latest details of competent authority and exemptions . Proforma for self certification for compliance is given in Annexure IV
21	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
21	All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying earnest money deposit .
A	NSIC registered unit bidders shall submit NSIC Certificate along with bid documents. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the supplier submits these documents
21	In tender,if MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. Out of these 25% minimum 3% shall be earmarked for MSEs owned by women and 6.25% for MSEs owned by SC/STs who submit the bid along with relevant documents . This is applicable in case of item-level evaluation tenders and divisible tenders .
21	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
21	BHEL HPEP is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines
D	



22	Startups : For Startups Medium Enterprises, Condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications . Startups are exempt from paying earnest money deposit.
23	For Claiming Payments for goods received at BHEL works / Site from Vendors' Works) a. Original of Invoice marked as ORIGINAL FOR RECIPIENT b. Duplicate of Invoice marked as DUPLICATE FOR TRANSPORTER c. Packing List - clearly showing number of packages, gross weight and net weight. d. Warranty/Guarantee certificates (If applicable as per PO terms) e. Insurance certificate f. Third Party Inspection Certificates. g. LR Copy signed & stamped by Site incharge / Customer for site deliveries) (For material received at BHEL payment will be made against GR for accepted quantity)
24	Inspection Measuring and Test Equipment (IMTE) whether used by the Seller/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
25	ISO-9001, ISO14001 and OHSAS 18001 shall be complied
26	Applicable Conditions :These General conditions of Contract for Purchase apply to all enquiries, tenders, request for quotations, orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliverables") to Bharat Heavy Electricals Limited, Ramachandrapuram , Hyderabad (hereinafter referred to as "BHEL" or the Purchaser) or its projects/customers. Any deviations from or additions to these General conditions of contract for Purchase' require Purchaser's express written consent. The general terms of business or sale of the Seller shall not apply to Purchaser. Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing. Only the Purchasing department of the Purchaser is authorized to issue the Purchase order or any amendment thereof.
27	Being PMD Vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list Vendor shall ensure that PAN details are available/updated with BHEL, else Vendor shall attach PAN details with enquiry failing which offer shall be liable for rejection.
28	Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status
29	Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
30	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
31	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / equivalent market price at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. Nonperformance of contract attracts penal provisions inline with BHEL's Suspension of Business dealings.
32	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
33	All drawings as also all patterns and tool supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders.
34	Any amount payable by the consignor / supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the consignor / supplier under any other work / contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.
35	The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com
36	Definitions
Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.	
36 A	Purchaser' means BHEL-HPEP, Ramachandrapuram, Hyderabad-502 032 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the companies Act having its registered office at BHEL House, Siri fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
36 B	'The seller' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the seller's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or vendor.

36 c	<p>'Contract' shall mean and include the Purchase order incorporating various documents viz., tender/offer, letter of intent/acceptance, the General Conditions of contract and special conditions of contract for Purchase, specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any enclosed are to be provided by the Purchaser or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract.</p> <p>In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by specific conditions, special conditions of contract and general conditions of contract for commercial conditions; and specific agreement on technical conditions, special technical conditions and general technical conditions, tender/offer.</p>
37	<p>'Parties to the contract' shall mean the seller and the purchaser as named in the main body of the Purchase Order.</p>
38	<p>Ordering and confirmation of order</p>
	<p>The seller shall send the order acceptance in Toto within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Purchaser shall only be legally bound if agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliverables or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations.</p> <p>The Purchaser order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Purchaser) from the date of P.O.</p> <p>Purchaser, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.</p>
39	<p>Execution</p>
	<p>The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.</p>
40	<p>Progress Report</p>
	<p>The seller shall render such report as to the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner. Seller shall communicate to BHEL immediately, change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned.</p> <p>Milestones shall be periodically updated by vendor/subcontractor through PRADAN Portal (https://web.bhelhyd.co.in/mm/).Non updation will adversely affect service rating of vendor performance.</p>
41	<p>Product information, Drawings and documents / Non-disclosure and Information Obligations</p>
	<p>Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract.</p> <p>The seller shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon or at least three copies of each.</p> <p>All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party.</p> <p>The seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The seller shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Purchaser has agreed to this in writing beforehand. The seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications including website without prior written permission from Purchaser.</p> <p>In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non disclosure agreement to be entered as per Annexure- II wherever applicable.</p>
42	<p>Inspection and Testing</p>
42 A	<p>The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of Purchaser.</p> <p>Purchaser has the right to inspect at any stage during manufacture/ delivery. In the event of rejection, Purchaser shall inform the seller accordingly and Purchaser shall be entitled to replacement or repair at his discretion or may proceed to terminate or cancel the agreement. All this, does not affect Purchaser's right to recover compensation.</p>

42 B	<p>Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the seller's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the seller shall obtain for purchaser or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the seller's premises. Such inspection, examination and testing, if made shall not release the seller from any obligation under the contract.</p> <p>For indigenous suppliers all costs related to first inspection request shall be borne by the purchaser and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the seller. In case of imports all inspection charges including third party inspections if any shall be borne by the seller. The cost of inspection staff/third party specified by the Purchaser shall be borne by seller unless otherwise specifically agreed. Whether the contract provides for tests on the premises of the seller or any of his sub-contractor/s, seller shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently.</p> <p>Cost of any type test or such other special tests shall be borne by the seller unless otherwise specifically agreed in the contract. The Seller shall give the authorized representative of the purchaser reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure - I may be strictly be complied with for the time lines. Any delay in submission of the documents by the vendor will not alter the delivery date.</p>
43	Quality and Condition of the Deliverables
	The seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his products, packaging and raw and ancillary materials.
44	Packaging and Dispatch
	<p>The seller shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the enquiry shall be fully complied.</p> <p>Each package must be marked with consignee name, P.O. number Package No. gross weight & net weight, dimensions (LxBxH) and seller's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with P.O. item No. & quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.</p>
45	Delivery:
	Except as otherwise indicated in the Purchase order, delivery shall be FOR (Destination) for indigenous orders and CIP for imported orders. The delivery date (s) or delivery period (s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each P.O. item. Partial shipments may however, be permitted by the purchaser on prior intimation from the Seller. Unless specifically agreed otherwise, transit insurance coverage will only be within India for imported consignments by BHEL. Accordingly, the seller shall send an intimation to the Purchase officer/Manager giving Purchase Order No., shipping particulars, Invoice value etc., immediately on dispatch of goods.
46	Penalty
	<p>The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be the essence of the contract. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the seller shall inform Purchaser hereof without delay. If delay in delivery is caused by any of the circumstances mentioned in clause 54 (Force Majeure) or which are caused exclusively by the acts of Purchaser, the Purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case.</p> <p>If the Seller delays beyond any agreed delivery date(s) or period(s), Purchaser shall levy penalty for such delay @ 0.5% per week (7 days) or part thereof on delayed portion of the order value subject to a maximum of 10% of the value of the Purchase Order. However, penalty for delayed delivery will be calculated on 100% of the purchase order value if the material supplied cannot be put to intended use.</p> <p>The penalty will be charged on the value of the purchase order excluding statutory levies, freight and insurance wherever not included in the price. Penalty amount so determined along with applicable GST thereon shall be recovered.</p> <p>Imposition, recovery or settlement of this penalty shall not affect Purchaser's right to performance, compensation and termination of the agreement.</p> <p>For delay analysis, period referred in Annexure-I will be considered as standard time lines for various major activities.</p>
47	Transfer of Ownership and Risk
	The risk for the delivery remains with the seller until the goods are delivered at the agreed place. However ownership shall get transferred as per terms of purchase order in line with INCOTERMS.
48	Price, invoicing and payment
	<p>The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding , loading and carriage to the place specified by the purchaser and are exclusive of all applicable taxes, duties etc., except for those specifically agreed by the Purchaser. Invoices shall be submitted bearing the Purchase Order number & date, item number/s and supporting documents as called for in the Purchaser order.</p> <p>The direct payments (including LC/documents through Bank on collection basis), shall be made by E-payment mode and not by cheque /bank drafts except in special circumstances. Vendors shall furnish the E-payment particulars in the prescribed formats duly authenticated by their respective Bankers, If not got registered earlier with the Buyer.</p> <p>- Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.</p>

	<p>Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate prevailing on the date of tender opening (part 1 in case of two part bid), after successful completion of the contract.</p> <p>If so stipulated in the order, the seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the billing break-up of prices (BBU) for approval by the purchaser in respect of the major items/components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the seller if part shipments are contemplated and also to facilitate custom clearance after payment of duties in case of imports.</p> <p>In case of delay in receipt of supporting document details, consequential demurrage/wharf age /detention charges shall be to the account of the seller.</p> <p>Payment does not imply in any respect whatsoever a waiver of Purchaser's right to performance of the agreement. Purchaser is entitled to set off claimable debts against claimable liabilities with the seller by means of a setoff Note.</p>
49	<p>Contract variations; Increase or decrease in the scope of supply</p>
	<p>Purchaser may vary the contracted scope during execution due to exigencies of project requirement.</p> <p>If the seller is of the opinion that the variation has an effect on the agreed price or delivery period, Purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the seller. Provided, that if unit rates are available in the contract, the same shall be applied to such additional work. The seller shall not perform additional work before purchaser has issued written instructions/amendment to the purchase order to that effect. The work which the seller should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the vendor without any price implication.</p>
50	<p>Short shipments/ warranty/guarantee replacements</p>
	<p>In case of any short shipment during initial supply which is subsequently dispatched by the seller or any guarantee / warranty replacements shall be dispatched on "DDP-Delivered duty paid BHEL stores" basis for imported items and "FOR-BHEL Stores/designated destination" basis for indigenous items. Taxes, if any paid by indigenous vendor for short supply, guarantee /warranty replacement, repair activity shall be to vendor's account only. Vendor has to raise a credit note for short supplied quantity as per GST provisions.</p>
51	<p>Rejection/Replacement</p>
	<p>The seller shall arrange replacement / repair under its obligation under the contract within one month from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the seller and replaced on DDP/FOR-BHEL Stores/designated destination basis within such period. In the event of the seller's failure to comply. Purchaser may take appropriate action including disposal of rejections, at the cost and risk of the seller. Vendor has to raise a credit note for rejected quantity as per GST provisions.</p> <p>In case defects attributable to seller are detected during processing of the goods at purchaser's / his subcontractor works, the seller shall be responsible for replacement /repair of the goods as required by the purchaser at seller's cost.</p>
52	<p>Export Administration Regulations</p>
	<p>If a delivery includes such technology and / or supply that is subjected to the export regulations the seller shall obtain due permissions, approvals, license etc.</p>
53	<p>Cancellation / Termination of contract and risk purchase</p>
	<p>Purchaser shall have the right to completely or partially terminate the agreement by means of written notice to that effect without prejudicing their other rights in the event that :</p> <ul style="list-style-type: none"> -The seller is declared bankrupt, its business has been shut down or liquidated, a substantial part of its assets have been attached/destroyed, or the business has been transferred to a third party. -Any misrepresentation or hiding of material fact if detected at a later stage. -The delivery is rejected after inspection or re-inspection. -In the event of termination, the risk of the items already delivered but not of use to Purchaser, as determined by purchaser, remains with the seller. The items shall then be at the seller's disposal and they are to be collected by the seller. The seller shall refund any payments made by purchaser in terms of the terminated agreement immediately, not later than 30 days, - In the event of Cancellation/ termination of contract, BHEL reserves the right to procure the items which are not delivered as per PO and charge the excess cost from the defaulting seller. Incase the excess cost is not repaid by or recovered from the defaulting seller within 30 days, apart from legal recourse for effecting such recoveries, Penal action in line with BHEL's Suspension of Business dealings will be taken.
54	<p>Force Majeure</p>
	<p>The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions.</p> <p>Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately without loss of time.</p> <p>In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.</p> <p>In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.</p>
55	<p>Non-waiver of Defaults</p>
	<p>If any individual provision of the contract is invalid, the other provisions shall not be affected.</p>

56	Settlement of Disputes
	<p>(i) Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Purchaser, subject to written appeal by the seller to the purchaser, whose decision shall be final.</p> <p>(ii) Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration</p> <p>(iii) The seller shall continue to perform the contract, pending settlement of disputes(s).</p>
57	Conciliation clause
	<p>CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454 . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB</p>
	ARBITRATION (WITH SOLE ARBITRATOR)
	<p>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, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration . Sole arbitrator to be appointed by Head of the Unit - BHEL , HPEP .</p>
	<p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p>
	<p>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.</p> <p>The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.</p>
	<p>The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.</p>
	<p>Subject to the arbitration in terms of clause 57, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.</p> <p>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.</p>
	ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT
	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE 0M No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018</p>
58	Applicable Laws and jurisdiction of Courts
	<p>This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.</p>
59	BHEL-Fraud prevention policy shall be adhered to.
	<p>The 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.</p>
	<p>Fraud prevention policy and list of nodal officers is hosted on BHEL Hyderabad website web.bhelhyd.co.in</p>
60	Suspected Cartel Formation
	<p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding , whether formal or informal with other Bidder(s) . This applies in particular to prices , specifications ,certifications ,subsidiary contracts,submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case , the Bidder is found having indulged in above activities , suitable action shall be taken by BHEL as per extant policies / guidelines .</p>

Note: Purchase officer has to fill Annexure-I while sending enquiry

Annexure-I			
Major Activity timelines shall be considered for indigenous purchases			
S No	Activity	Agency	Timeline
1	PO acknowledgement	Vendor	_____ days from PO
2	Submission of Drawings and QP	Vendor	_____ days from PO
3	Approval of Drawings and QP	BHEL/Customer	_____ days from PO
4	Raising of Inspection Call	Vendor	_____ days from PO
5	Inspection completion	Self/BHEL/Third party inspection agency	_____ days from inspection call date
6	Despatch Instructions	BHEL	_____ days from inspection report
7	Receipt of Material	Vendor	_____ days from Despatch instructions

Above is illustrative only. Purchase department can add more activities depending on nature of product/contracts

However absence of this annexure in NIT will entail non processing of delivery extension cases in case of delay in supplies of goods owing to reason attributable to BHEL.

(To be executed on Non- Judicial Stamp Paper for an appropriate value.
To be stamped as an agreement)

(For Suppliers on Unit's / Division's PMD)

ANNEXURE-II

Framework Confidentiality Agreement Cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20 ____ (“Effective Date”) by and between M/s. BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as “BHEL” or “the company”).

And

M/s. _____ (address) _____
represented by authorized representative Sri _____ (herein after referred to as the “Supplier”).

The supplier and the company may, unless the context otherwise requires, hereinafter be collectively referred to as “Parties” or singly as the “Party”.

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL / its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with contract(s) (as defined hereunder) placed or to be placed upon the supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. **“Contract”** means the contract entered into with a supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.
- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
- D. **“Technical Information”** includes Drawings, and / or Product Standards and / or Specifications and / or Corporate / Plant Specifications and / or Technological Process Sheets and / or Technical Data Sheets and / or Jigs & Fixtures and / or Pattern & Dies and / or Special Gauges and / or Tools etc. Belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Suppliers.
- E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the supplier under or in connection with a contract.
- F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (Whether in terms of effectiveness or in terms of efficiency or both) of the product and / or the service to be provided by the Supplier under a Contract.

2. This Agreement shall come into force / deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the supplier; whichever is earlier.

3. **Agreement deemed to be incorporated in each contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contract has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.

4. Ownership:

4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.

4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of

BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the supplier any license or right of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the contract and / or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

4.3 Neither party is obligated by or under this Agreement to purchase from or provide to the other party any service or product and that any such purchase / sale of any product and / or service by one party to the other party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.

4.4 The Supplier is / has been made well aware and acknowledges that the Technical Information being / which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.

4.5 The supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors /suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the supplier or its employees or sub-contractors / suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights / title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings / documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvements

in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the supplier.

5. Use and Non – Disclosure:

5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.

5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and / or service to any third party, without the prior written consent of the Company.

5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is / was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.

5.5 This Supplier undertakes and agrees not to make copies or extracts of and not to disclose to other any or all of the Technical Information in its possession, except as follows:

(a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked

clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.

- (b) With the prior written consent of Company, the supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
- (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The Obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was / is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

- 7. The Obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of _____ years from the date when the complete Technical Information has been returned in portions on different dates, the period of ____ years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of _____ years.

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material / documents belonging to him / it or to any other third party.
- c) The Supplier further undertakes that he / it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and / or equipment of the Company, made available to him / it, and undertakes that he / it shall hold the same as a trustee, in capacity of custodian thereof and use / utilise the same solely for the purpose of executing the contract awarded by the Company.
- d) The Supplier further undertakes that he / it shall return all the equipment and / or Technical Information as far as practicable in the same condition in which the same was made available to him / it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and / or Technical Information / improvement thereof. In case any such equipment and / or Technical Information or thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or improvement thereto shall continue to be governed by this Agreement.
- e) The Supplier undertakes to indemnify the Company for all the direct, indirect and / or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and / or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the forgoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take

any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 9 (f) hereinabove, the Company shall have a right to withhold, recovery and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him / it by any department / office / unit/ division of the said Company.

10. Arbitration & Conciliation:

1. 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 interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract.

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

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

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

Subject to the arbitration in terms of clause 55, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

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

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 the 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.

2. INTEREST CLAUSE:

In order to bring uniformity in all the contracts / agreements entered between BHEL and its contractors / vendors / suppliers / service providers etc., it is hereby advised to incorporate the following clause in all tenders and agreements.

“No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.”

11. Governing Law & Jurisdiction:

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.

SIGNATURE

WITNESSES

1

Name:

Address:

2

Name:

Address:

Annexure - III

Proforma for self-certification by Supplier for minimum local content on their letter head for tender value less than Rs 10 Crore

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified in the policy) for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. _____."

Auditor's certification with respect to minimum local content on the letter head of Statutory Auditor for tender value above Rs.10 crore

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified in the policy) quoted vide offer No. _____ dated _____ against BHEL's tender No. _____ by M/s _____ (Name of the bidder)."

Annexure - IV

Proforma for self-certification by Supplier for Compliance to Clause No 20 (B)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s.... (Name of firm) is **not from such a country/is from such a country** (delete whichever is NOT applicable) and has been duly registered with the Competent authority (delete if NOT applicable) . I hereby certify M/s fulfills all requirements in this regard and is eligible to be considered . (where applicable , valid registration by the competent authority shall be attached)

Sd/-

Authorised Signatory with Stamp