

**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@bhelhyd.co.in)

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

GSTIN:

Enq/Collective No :D3A1V11745

Enq.Dt. : 25.10.2022

No.Of Items :1

DUE Dt. OF QUOTN. : 22.11.2022

**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 on or 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	8000111745	10	HE9751544009 8108	NA-,,HE51544,00,	SMLS TITANIUM TUBE DIA 15.875X0.7X4500	EA	2,000.000	14.12.2023	2,000.000

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.**

  
 0-1000008 ए सुरेश्वर

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

**A SURENDER**  
 For SURENDER  
 उप-प्रबंधक (क्रय एवं ई. एंड एफ.)  
 Dy Manager / Purchase (HE & FAB)  
 0-1000008 ए सुरेश्वर 32 BHEL - HPEP HYD-32  
 DY.MANAGER/PUR(HE&f)

S NO	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR 'S CONFIRMATION						
<b>I</b>	<b>TECHNICAL TERMS</b>								
1	DESCRIPTION, SIZE & QUANTITY	<table border="1"> <thead> <tr> <th>Material Code</th> <th>Description</th> <th>No. of Tubes</th> </tr> </thead> <tbody> <tr> <td>HE9751544009</td> <td>SMLS TITANIUM TUBE DIA 15.875X0.7(MIN) X4500</td> <td>2000</td> </tr> </tbody> </table>	Material Code	Description	No. of Tubes	HE9751544009	SMLS TITANIUM TUBE DIA 15.875X0.7(MIN) X4500	2000	
Material Code	Description	No. of Tubes							
HE9751544009	SMLS TITANIUM TUBE DIA 15.875X0.7(MIN) X4500	2000							
2	SPECIFICATION	All clauses of HE51544 Rev.01 are to be strictly adhered.							
3	MATERIAL	<p>Tubes shall be seamless and shall confirm to SB338 Gr.2 of ASME Sec-II Part-B 2021 Edition.</p> <p><b>Note:</b> Tubes/Raw Material of tubes NOT to be procured from Chinese sources.</p>							
4	QUALITY PLAN	<p>HYQA/VSQP/2017-18/HE/115.DMDE/8000111745 Rev.00.</p> <p><b>Note:</b> All quality requirements and certifications shall be as per QAP.</p>							
5	TESTING	Each tube shall be Eddy Current tested as per Clause No.12.1 of HE51544 Rev.01.							
		Each tube shall be Air Under Water Tested as per Clause No.12.5 of HE51544 Rev.01. (Pneumatic test mentioned in QAP shall be understood as Air under Water Test.)							
		Each tube shall be Ultrasonic Tested (UT) as per Clause No.12.2 of HE51544 Rev.01.							
		Hydrostatic test of tubes shall be as per clause no. 12.4 of HE51544 Rev.01							
		Hydrostatic test and Air under Water Test to be carried out with DM water with chloride content not exceeding 10 ppm.							
6	PACKING & MARKING	As per BHEL Standard AA0490002 Rev:02. Packing shall be sea-worthy, if imported.							
7	INSPECTION & CERTIFICATION	<p><b>For Indian Vendors:</b> By BHEL TPIA as per Quality Plan.</p> <p><b>Note:</b> a) Vendors are advised to raise Inspection Call in CQIR system (www.cqir.bhel.in) with Purchasing Unit as 'HPEP' at least 3 working days prior to the proposed date of inspection.</p>							
		<p><b>For Foreign Bidders:</b> By Lloyd's/TUV/BV/DNV (Overseas Inspection Agency) as per Quality Plan.</p>							
<b>II</b>	<b>COMMERCIAL TERMS</b>								
1	TERMS OF DELIVERY	FOR BHEL RC Puram for Indian vendors CIP Mumbai for Foreign vendors							
1A	FOR BHEL Price / Delivery implies	<p>a) Freight &amp; Insurance are in vendor's scope and price quoted is inclusive of F&amp;I.</p> <p>b) C-Note date shall be considered as delivery date for penalty purpose.</p>							
1B	CIP Mumbai price / delivery implies (for Foreign suppliers)	a) As per Incoterm.							
		b) IGM date in Bill of Entry issued by customs shall be delivery date for the purpose of penalty.							
		c) Exchange rate for Foreign Currency to INR shall be as per SBI Exchange rate (TT Selling rate) as on Technical Bid Opening date. 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.							
2	PACKING & FORWARDING	P & F charges shall be inclusive in price.							
3	FRIEGHT & INSURANCE	By supplier up to delivery point.							
4	Third Party Inspection & Certification Charges	<p><b>For Indian Bidders:</b> By BHEL and vendor's offer will be loaded by appropriate percentage for evaluation of offers. Currently it is 0.198%.</p>							
		<p><b>For Foreign Bidders:</b> Shall be inclusive in quoted price.</p>							
		Within 24 Months from PO date.							

5	DELIVERY	<p><b>Note:</b> For any deviation in delivery period for each item and schedule as indicated above, quoted price shall be loaded by 0.5% per week for evaluation of offer. However, BHEL reserves the right to reject the offers with delivery period not meeting the project requirement.</p>	
6	MSE CLAUSE	<p>“MSE suppliers can avail the intended benefits only if they submit along with the offer, Udyam Registration Certificate. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through E-Procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.”</p>	
7	TWO-PART BID	<p>Your offer shall be submitted in two part bid system Part-1 (i.e., Techno-Commercial bid including Pre-Qualification) and Part-2 (Price Bid) separately in two sealed covers indicating our enquiry No. <b>D3A1V11745</b>, date and tender due date clearly.</p> <p><b>Note:</b> Pre-Qualification Criteria is part of techno-commercial bid. BHEL prefers to evaluate Pre-Qualification Criteria of vendors first and rest of the techno-commercial bid subsequently. However, at its discretion BHEL may evaluate both Technical and Pre-Qualification Criteria simultaneously.</p>	
7A	TECHNO-COMMERCIAL BID	<p>Techno-Commercial Bid shall essentially consist of:</p> <ul style="list-style-type: none"> <li>(i) Duly filled in signed and stamped Special Contract Conditions (SCC).</li> <li>(ii) Duly filled in signed and stamped Instructions to Bidder (ITB) along with Annexure-I.</li> <li>(iii) Duly filled in signed and stamped Pre-Qualification Criteria (PQC) along with its Annexure and supporting documents for qualification.</li> <li>(iv) Udyam Registration Certificate for MSE vendors</li> <li>(v) Local Content Certificate (Annexure-III), if applicable.</li> <li>(vi) Documents/declarations in compliance with Annexure-A,B (if applicable)</li> <li>(vii) Details as per Annexure-IV and V, if applicable</li> <li>(viii) Duly filled in Annexure-II (Non-Disclosure agreement)</li> </ul> <p><b>Note:</b> Bid shall be complete in all respects including all the documents / information required for techno-commercial evaluation. Incomplete offers shall be liable to rejection.</p>	
7B	PRICE BID	<p>Quoted price shall be on firm basis. Vendor shall quote on Rate / Tube basis.</p>	
8	REVERSE AUCTION	<p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a>) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p> <p>RA representative details like Name, e-mail, Phone No. etc.</p>	
		<p>It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.</p>	

9	GUIDELINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS	The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.	
		Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.	
		Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.	
		In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.	
		The “Guidelines for Indian Agents of Foreign Suppliers” enclosed at annexure –‘A’ shall apply in all such cases.	
		The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on ‘total cost to BHEL’. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines, before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.	
		As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hyderabad is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).	
10	GUARANTEE	Guarantee on the supplies for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier.	
11	EARNEST MONEY DEPOSIT (EMD)	EMD charges not applicable for quoting against this tender.	
12	FINANCIAL STANDING	<b>Indian Bidders:</b> Vendor to submit annual Financial Turnover during the Past 3 Years along with copy of 3 years Audited Balance Sheet.	
		<b>Foreign Bidders:</b> Vendor to submit copy of latest D&B Report.	
13	PURCHASE PREFERENCE	<b>MSE Suppliers:</b> If MSEs quoted price is within the price band of L1+15%, then L1 price shall be counter-offered to MSE vendor (if L1 is other than MSE) for supplying 100% quantity as per MSME Order dated 09.11.2018.	
		Since the quantity is non-divisible, counter offer of quantity to Local Suppliers shall be as per PPP MII-2017 (latest) guidelines.	
14	TERMS & CONDITIONS	Vendor is requested to furnish all details of the offer in this format. <b>In case of any discrepancy between information furnished here and those furnished elsewhere in the bid, the information furnished in this document only shall be considered, and those furnished else where shall be ignored.</b>	



(Attachment to Enquiry No. D3A1V11745 Due on Date 22.11.2022 for submission by 11.00 hrs to open from 14.00 hrs.)		
<b>INSTRUCTIONS TO BIDDER (ITB)</b>		
<b>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".</b>		
Sl. No.	DETAILED TERMS & CONDITIONS	BIDDER RESPONSE (YES/NO) / DEVIATIONS / COMMENT
1	<b>SCOPE OF SUPPLY:</b>	
	Signed & Sealed offers are invited for the Scope of Supply of goods or services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer.	
2	<b>DEFINITIONS</b>	
A	'The Buyer' 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.	
B	'The Bidder' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the bidder's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or bidder.	
C	'Contract' shall mean and include the Purchase order incorporating various documents viz., Notice Inviting Tender (NIT), Offer, Letter Of Intent/Acceptance (LOI/LOA), Instruction to Bidders (ITB) and Special Conditions of Contract (SCC), specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any, enclosed by Bidder/ provided by the Buyer or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract. In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by Minutes Of Meeting (MOM), NIT, SCC, ITB.	
D	'Parties to the contract' shall mean the bidder and the buyer as named in the main body of the Purchase Order.	
E	'Goods/Material' shall include Works and Services which are incidental or consequential to supply.	
3	<b>GENERAL INSTRUCTIONS:</b>	
A	Mode of submission of offer shall be as indicated in SCC	Non Deviatable
B	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, SCC should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final. Prices shall be quoted both in figures and words. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status. Any discount / revised offer / bids submitted by a bidder on his 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.	Non Deviatable
C	Incomplete offers are liable for rejection.	Non Deviatable
D	Bidders to please note that the Terms & conditions contained in this document and SCC are to be read fully before submission of quotations.	Non Deviatable
E	Bidders are advised to comply with ITB and SCC, 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
F	Offers shall be submitted directly, only by the bidder 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 bidder 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 bidder is not a manufacturer. Bid envelopes shall bear the name of Bidder. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from bidder name.	Non Deviatable
G	Offer received after the specified time and date of submission will be rejected. No further correspondence shall be entertained.	Non Deviatable
H	Unsolicited offers will not be considered.	Non Deviatable
4	<b>OTHER PARTICULARS (Please indicate applicable data)</b>	
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).	



<b>5</b>	<b>BID SUBMISSION PROCEDURE FOR CONVENTIONAL TENDER:</b>	
<b>A</b>	<b>For Single Part Bids:</b>	
	The complete bid shall be submitted in a single sealed cover superscribing the Tender number and due date, addressed to Sr DGM/CMM, Vendor Complex, BHEL, Hyderabad 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. E- mail bids shall be sent to mail ID <a href="mailto:pricebid_hyd@bhel.in">pricebid_hyd@bhel.in</a> only as an attachment.	<b>Non Deviatable</b>
<b>B.</b>	<b>For two-Part Bids:</b>	
i	<p>The offer is to be submitted in two parts viz.,  Techno-commercial Bid - (Part-I), with all technical specification &amp; scope including bill of material etc., Earnest Money Deposit (EMD)(wherever applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission, duties, taxes and other charges, Signed and Stamped ITB and SCC, <u>except the price</u>, shall be kept in a separate sealed cover, superscribing enquiry No. (Techno-Commercial Bid) and due date  AND  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 superscribing Enquiry no. (Price bid) &amp; due date.</p> <p>Both the above covers (Part –I &amp; II) shall be kept in a Third cover superscribing Enquiry no. &amp; due date.</p> <p>Bidder can also submit offer through email. Technical offer to be submitted to mail ID <a href="mailto:technicalbid_hyd@bhel.in">technicalbid_hyd@bhel.in</a>, and price bid to be submitted to mail ID <a href="mailto:pricebid_hyd@bhel.in">pricebid_hyd@bhel.in</a> only as an attachment. Interchanging the information in the mails may lead to rejection of the offer. Bidder shall have no claim on e-mail offers sent to any other e-mail ID.</p> <p>In case of e-mail offers, the mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection.</p> <p>All techno commercial terms &amp; conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.</p>	<b>Non Deviatable</b>
ii	The bidders whose bids are techno commercially not accepted will be informed and EMD shall be returned wherever submitted.	
iii	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.	<b>Non Deviatable</b>
<b>C</b>	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. Only the price bids of bidder (in case of two part bid) whose techno commercial bids are accepted will be opened later on a specified date.	<b>Non Deviatable</b>
<b>6</b>	<b>DELIVERY TERMS</b>	
<b>A</b>	<b>Indigenous Purchase</b>	
	<p>a. Terms of Delivery for dispatches to BHEL Hyderabad (HPEP) shall be FOR Destination.</p> <p>b. Terms of Delivery for Direct Dispatch (DD) items shall be Ex Works.</p> <p>i. Incase specified in SCC that insurance is in customer/BHEL scope, price quoted shall include Freight charges up to Destination.</p> <p>ii. Otherwise, price quoted shall include Freight and Insurance upto Destination. However, beneficiary for insurance shall be BHEL.</p>	
<b>B.</b>	<b>Imports</b>	
	The goods shall be delivered on FCA capital airport basis in case of freight by Air and CIP basis in case of freight by Sea.	
<b>7</b>	<b>Documentation for Payment</b>	
<b>A</b>	<b>Indigenous Purchase</b>	
	<p>Following documents shall be submitted immediately on dispatch of material to BHEL HPEP / Site</p> <p>a. Original Tax Invoice (Refer ITB clause no 11 for Tax Compliance)</p> <p>b. Packing List - clearly showing number of packages, gross weight and net weight.</p> <p>c. Test/Warranty/Guarantee certificates, O&amp;M Manual (If specified in SCC)</p> <p>d. Insurance intimation/declaration certificate</p> <p>e. Pre-dispatch Inspection report /Third Party Inspection Certificates.</p> <p>f. Consignee copy of LR signed &amp; stamped by Customer/Site representative for DD Items</p> <p>g. e-waybill</p> <p>h. Any other documents as specified in SCC.</p> <p>Softcopies of the above documents shall be uploaded in Pradan portal <a href="https://hpep.bhel.com/mm">https://hpep.bhel.com/mm</a> immediately after dispatch of the material.</p>	<b>Non Deviatable</b>



<b>B</b>	<p><b>Imports</b></p> <p>i) Bidder shall inform BHEL the readiness of material along with packing details 30 days in advance from the date of delivery.</p> <p>ii). Bidder shall also upload the soft copy of the dispatch documents consisting of BL / AWB, Invoice, delivery note, packing list, country of origin &amp; Test certificates and other documents as specifically indicated in the SCC in PRADAN Portal (<a href="https://hpep.bhel.com/mm">https://hpep.bhel.com/mm</a>) within Five days from the B/L date for sea shipment and One day from AWB date for Air shipment and sent to email ids: mssea@bhel.in, msair@bhel.in, cmmfe@bhel.in.</p> <p>iii) AWB/BL must contain the information of BHEL GST no., and PAN no.</p> <p><b>iv) Air Shipments:</b> Bidder shall ensure the following</p> <ul style="list-style-type: none"> <li>a) Port of discharge -- Mumbai/Chennai/Hyderabad (as indicated in SCC).</li> <li>b) Consignee shall be BHEL, Hyderabad. Material shall be air freighted through cargo mode only and not through Courier.</li> <li>c) Upon handing over the cargo to the forwarder, bidder shall ensure the acknowledgement receipt with wordings "Cargo handed over in sound condition for Air freighting". Note: Warehouse receipt will not be considered for penalty calculations.</li> <li>d) In case of CIF/ shipments, bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within one day from the date of Shipment.</li> <li>e) Following dimensions of single package may be noted. <ul style="list-style-type: none"> <li>i). Maximum dimension of the cargo(ODC) -- 125" x 88" x 63"</li> <li>ii). Maximum weight of the cargo -- 3.5 MT.</li> </ul>                     If any package dimension or weight exceeds the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and bidder shall inform BHEL 30 days in advance to the delivery date to enable BHEL to finalize the freight forwarder.                 </li> <li>f). If package falls under Hazardous category, bidder shall communicate BHEL 30 days in advance period with document support.</li> </ul> <p><b>v) Sea Shipments:-</b> bidder shall ensure the following</p> <ul style="list-style-type: none"> <li>a). Port of discharge -- Nhavaseva/Mumbai/Chennai.</li> <li>b). Place of Delivery / Final Destination for CIP shipments - Nhavaseva CFS / Chennai CFS.</li> <li>c). In case of FOB shipments, bidder shall handover the material to BHEL nominated forwarder and obtain the cargo receipt.</li> <li>d). If the material cannot be containerised in 20 or 40 GP containers, an advance information of 30 days prior to the delivery date shall be communicated to BHEL for necessary arrangements and finalisation of freight forwarder.</li> <li>e). <b>For CIP shipments</b> <ol style="list-style-type: none"> <li>1. In case of FCL shipments, Detention free period must be 14 days.</li> <li>2. Bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within 5 days from the date of Shipment.</li> <li>3. No charges for the services rendered till place of destination will be payable by BHEL. In case liner / forwarder insist for charges, not in the scope of BHEL, the same will be adjusted from bidder account.</li> <li>4. In case of CIF shipments -- Bidder must select a forwarder/liner whose discharge port published tariff for THC and other services is available. Any charges over and above the published tariff will not be borne by BHEL or will be adjusted from the bidder's bill.</li> <li>5. bidder must insure the cargo for 110% of material value including the freight amount.</li> </ol> </li> <li>(vi). Recovery charges for non-submission of documents: - Bidder shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT.</li> </ul> <p>If BHEL incurs any charges such as Penalty, demurrage, container detention, wharfage, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/ NIT/Letter of credit, the same shall be recovered from the bidder as under: 1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector</p> <p><b>A. For FOB Sea Consignments:-</b></p> <p>Penalty for late submission / negotiation of documents beyond 14 days shall be as under:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Sl. no</th> <th rowspan="2">Period (From Date of Bill of Lading)</th> <th colspan="3">Recoverable Charges</th> </tr> <tr> <th>Recoverable Charges</th> <th colspan="2">Recoverable Charges per day per container</th> </tr> <tr> <th></th> <th></th> <th>LCL per week/ Break bulk cargo per day</th> <th>20FT Container</th> <th>40FT Container</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">i</td> <td style="text-align: center;">Upto 14th day</td> <td style="text-align: center;">Nil</td> <td style="text-align: center;">Nil</td> <td style="text-align: center;">Nil</td> </tr> <tr> <td style="text-align: center;">ii</td> <td style="text-align: center;">15th day onward</td> <td style="text-align: center;">USD 10</td> <td style="text-align: center;">USD 110</td> <td style="text-align: center;">USD 200</td> </tr> </tbody> </table>	Sl. no	Period (From Date of Bill of Lading)	Recoverable Charges			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 110	USD 200		
Sl. no	Period (From Date of Bill of Lading)			Recoverable Charges																						
		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 110	USD 200																						



	<p><b>B. For CIP Sea Shipments: -</b>  Bidder 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 Bidder as per the rates quoted by the Bidder at the time of offer in this regard.  In case of Break bulk cargo and LCL, Demurrage charges shall be recovered at the rate of USD 1 per Ton per day and storage charges at the rate of USD 10 per week respectively shall be charged as late presentation charges.</p> <p>(vii) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Bidders shall ensure that invoice shall contain PAN nos. of both bidder and BHEL 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 bidder on priority basis.  (viii) Bidder shall provide package details including number of packages, gross weight, net weight etc.</p> <p>(ix) The bidder shall provide the following documents at the time of submission of offer:  a) No Business Connection in India declaration issued by the bidder as per the format specified. (or)  b) (i) No Permanent Establishment in India declaration issued by the bidder as per the format specified.  (ii) Tax Residence Certificate issued by the bidder's tax authorities.  (iii) Form 10F, as attached in Annexure V, to be issued by the bidder.  c) In case the bidder has a Business Connection in India as per Section 9 of Income Tax Act or significant economic presence in India as per rule 11 UD of IT Act or Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the bidder's country, the bidder shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.</p>		
8	<b>Delivery Schedule</b>		
	The tendered goods shall be delivered within the period stipulated in NIT/ SCC as accepted. Inordinate delay/early supply are liable for rejection/Hold on payment.		<b>Non Deviatable</b>
9	<b>Pricing Terms</b>		
	Quoted price shall be inclusive of Packing & Forwarding and 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 SCC.		<b>Non Deviatable</b>
10	<b>PRICE VALIDITY :</b>		
	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). However the prices quoted for spare parts of the Main equipment shall be kept valid for a period as specified in SCC.		<b>Non Deviatable</b>
11	<b>Taxes &amp; Duties (RATE TO BE INDICATED by the bidder against the space provided )</b>		
A	<p><b>Indigenous Purchase</b></p> <p>i) Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.  ii) If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.  iii) Bidder to quote the applicable taxes in the following manner:  - Harmonized System of Nomenclature (HSN) of Goods  - Services Accounting Code(SAC) of Services.  - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided  iv) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.  v) In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.  vi) Any other taxes &amp; duties not covered anywhere above may be indicated separately.</p> <p><b>Taxes deducted at source:</b>  - TDS as per the extant statutes shall be deducted.  - In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.  - Concessional certificates, if any, should be provided well in time for lower deduction of tax.</p>		<b>Non Deviatable</b>



	<p><b>Terms &amp; Conditions to be complied</b></p> <p>1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN ie 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.</p> <p>2. Reimbursement of GST amount will be made only upon completion of the following:</p> <p>i. Bidder declaring such invoice in their GSTR-1 Return/ IFF</p> <p>ii. Receipt of Goods or Services and Submission of Tax invoice by BHEL</p> <p>iii. The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.</p> <p>3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.</p> <p>4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.</p> <p>5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.</p> <p>6. Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally signed will be issued by BHEL indicating the respective supply invoice number. The same can be downloaded from PRADAN Portal.</p> <p>7. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.</p> <p>8. Bidders to note that Rules &amp; Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.</p>		
B.	<p><b>Foreign Purchase ( Imports )</b></p> <p>The offered price shall be inclusive of all the Taxes and duties as applicable in country of export / country of dispatch for the quoted price.</p> <p>Taxes deducted at source:</p> <p>a. In case of goods or services subject to Income tax in India, such tax as per the extant statute shall be recovered.</p> <p>b. In case bidder does not provide necessary documents for beneficial taxation (Refer clause 7-B-(ix) a-c of ITB), the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		<b>Non Deviatable</b>
<p><b>12 Payment Terms: Unless otherwise specified in SCC, following shall be the terms of Payment.</b></p>			
A	<p><b>Indigenous:</b></p> <p>a. Micro &amp; Small Enterprises (MSEs) - 100% Direct EFT payment within 45 days</p> <p>b. Medium Enterprises - 100% Direct EFT payment within 60 days</p> <p>c. Non MSME Bidders - 100% direct EFT Payment within 90 Days</p> <p>Note</p> <p>A. Above due date is reckoned from the date of Receipt of material or 15 days from the date of submission of complete set of documents as per PO whichever is later. Payment will be made on acceptance of Material.</p> <p>B. MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL</p> <p>C. The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less.</p> <p>D. Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.</p> <p>E. In case of packaged items, 10% of supply value will be retained till completion of total supplies.</p> <p>F. Bidders to comply with <b>clause 11</b> on GST requirements</p>		
B	<p><b>Imports:</b></p> <p>i) 100% payment (less Indian Agency Commission, if any) shall be through Wire Transfer with a credit period of 60 days - Cash Against Documents (CAD)</p> <p>ii) In case Bidder opts for Letter of Credit payment, the LC Usance period shall be 90 days with respective bank charges to respective accounts and loading of 0.50%</p> <p>iii) 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, as on the date of payment after successful completion of the contract.</p>		



C	<p><b>Conditions for both Inland &amp; Foreign LC:</b></p> <p>a. LC validity period will be 90 days and for any extension, applicable charges will be to bidder's account.</p> <p>b. LC will be opened 7 working days after receipt of request along with successful pre dispatch inspection completion report / material readiness intimation with Material Test Certificate (MTC), prior to the scheduled / agreed delivery date.</p>	Non Deviatable
D	<p><b>Conditions for both Indigenous &amp; Foreign Bidders:</b></p> <p>a. In case Bidders insist for lesser Credit period, loading of 0.60% for every 15 days reduction will be applicable.</p> <p>b. In case PBG as required is not furnished, Payment will be released deducting the BG amount, which will be paid after expiry of warranty period against submission of supplementary claim.</p> <p>c. Payment does not imply in any respect whatsoever a waiver of Buyer's right to performance of the Order. Buyer is entitled to set off claimable debts against claimable liabilities with the bidder by means of a setoff Note.</p>	Non Deviatable
E	<p>Wherever EMD is applicable, the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be retained till submission of Performance Bank Guarantee (PBG).</p> <p>Tender Fee wherever applicable is not refundable.</p> <p>No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.</p>	Non Deviatable
13	<p><b>Penalty clause:</b></p>	
	<p>In the event of delay in supply /part-supply of goods, Penalty as detailed below is leviable</p> <p>a. Penalty of 0.5% per week or part there of shall be levied, limited to a max of 10% (ten percent) of delayed portion value / order value (as specified in SCC).</p> <p>b. Penalty applicable for delay in documentation is as per SCC.</p> <p>c. Date Reckoned for Penalty</p> <ul style="list-style-type: none"> <li>- Indigenous Orders with delivery terms FOR HPEP: C Note date.</li> <li>- Indigenous Orders (Others): Date of e-waybill.</li> <li>- Imports: For CIP/CIF Orders: IGM date</li> <li>- Imports: For FOB Orders: AWB / BL date</li> <li>- Imports: For FCA/Ex Work Orders: Date of acknowledgement from Freight Forwarder.</li> </ul> <p>d. In case of Deviation to above Penalty clause, loading applicable to the extent to which not agreed by Bidder.</p> <p>e. Timelines as mentioned in the Annexure 1 will be considered for reckoning delivery.</p> <p>Penalty amount so determined along with applicable GST (for Indigenous orders) thereon shall be recovered.</p> <p>Imposition, recovery or settlement of this penalty shall not affect BHEL's right to performance, compensation and termination of the order.</p>	
14	<p><b>Excess materials</b> supplied beyond tolerance limit as specified in PO will not be paid and bidder may raise credit note for the excess/unaccepted material as per GST law.</p>	Non Deviatable
15	<p><b>Rejected materials</b>, if any, shall be collected by the bidder within 90 days of such communication to the bidder. Beyond this period the bidder forfeits their right to the materials.</p>	Non Deviatable
16	<p><b>Guarantee / Warranty Period:</b></p> <p>Wherever required, and so provided in the specifications/SCC/Purchase Order, the bidder shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance.</p> <p>a. Guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.</p> <p>b. In case erection &amp; commissioning is involved, guarantee period shall be 12 months from the date of commissioning.</p> <p>c. In case of equipment bought as a package which are intended to be incorporated in installations or systems, the guarantee period shall be 12 months from the date of commissioning of such equipment.</p> <p>The guarantee period shall be extended by the period during which the goods are not in compliance. If the delivery is found to be non-complaint, bidder shall replace, repair or re-execute the as requested by BHEL. If the bidder defaults on his obligations, buyer has the right to proceed to replace, repair or re-execute at the bidder's expense.</p> <p>A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.</p> <p><b>Loading for deviation:</b></p> <p>In case warranty specified in SCC is over and above the period mentioned in b &amp; c above; loading will be 1% per annum for the deviation in warranty end period, on the contract value. Expected commissioning period is as indicated in SCC.</p>	Non Deviatable

17	<b>PERFORMANCE BANK GUARANTEE (PBG) (Applicable in case mentioned in SCC)</b>  In case enquiry specifically spells out PBG requirement, PBG is to be submitted by Bidder in requisite format as per Annexure VII. Further detailing on PBG as specified in SCC. The PBG shall be for the performance of the goods and shall remain binding not withstanding such variations, alterations or extensions of item as may be made, give, conceded or agreed to between the Bidder and BHEL under these Terms and conditions or otherwise.	<b>Non Deviatable</b>																									
<b>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.18. The Bidders may specifically note the following.</b>																											
18	<b>Evaluation and Loading Criteria:</b>																										
i) Evaluation Currency for this tender shall be "INR". ii) Evaluation of prices shall be done item-wise unless otherwise specified in the SCC. iii) 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). iv) In the course of evaluation, if more than one Bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 Bidders. In case more than one Bidder happens to occupy the L1 status even after soliciting discounts, the L1 Bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 Bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.  <b>INDIGENOUS</b> a. Bidder shall ensure to indicate the applicable taxes against each line item, failing which the same will be considered as inclusive/NIL. b. Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 2% of Ex-works value. c. GST and any other charges quoted will be added to the base price. However, in case input credit is available for GST (SGST, CGST/IGST), the same shall be excluded for arriving at "Total Cost to BHEL"  <b>IMPORTS</b> For evaluation of offers in foreign currency, 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. In case of foreign Bidders, the quoted CIP price shall be loaded by the following factors to arrive at "Total Cost to BHEL": - Import duty as applicable on the date of Part-I bid opening.  - Loading will be as per the table below <table border="1" data-bbox="241 1498 940 2003"> <thead> <tr> <th></th> <th>Ex Works</th> <th>FOB/FC A</th> <th>CIF/CFR</th> <th>CIP</th> </tr> </thead> <tbody> <tr> <td>Foreign Inland freight and insurance</td> <td>2%</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Marine freight and marine insurance</td> <td>3%</td> <td>3%</td> <td></td> <td></td> </tr> <tr> <td>Destination Port handling charges</td> <td>0.50%</td> <td>0.50%</td> <td>0.50%</td> <td></td> </tr> <tr> <td>clearing charges &amp; inland freight and insurance</td> <td>2%</td> <td>2%</td> <td>2%</td> <td>2%</td> </tr> </tbody> </table> COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL" A. Loading on Deviated Penalty clause shall be 10% or to the extent to which the bidder has opted for deviation. B. Loading for payment terms as per clause 12 of ITB C. Loading for deviation in Warranty & PBG as per clause 16,17.				Ex Works	FOB/FC A	CIF/CFR	CIP	Foreign Inland freight and insurance	2%				Marine freight and marine insurance	3%	3%			Destination Port handling charges	0.50%	0.50%	0.50%		clearing charges & inland freight and insurance	2%	2%	2%	2%
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19	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.																										
20	<b>RIGHT OF REJECTION /NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.																										
21	<b>INTEGRITY PACT</b> Bidders shall have to enter into Integrity Pact with BHEL as per Annexure VI - for Tender value of rupees two crores and above and shall be signed by the authorized signatory along with the offer, failing which Bidder's offer will be rejected.																										
22	<b>Public Procurement</b>																										
A	<b>Make in India</b> For this Procurement, the local content to categorize a bidder as a Class I local bidder / Class II local bidder / Non-Local bidder and purchase preference to Class I local bidder, is as defined in Public Procurement (Preference to Make in India) order No P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by DPIIT as amended from time to time. Proforma for self-certification for minimum local content and auditor's certification is given in Annexure III.																										

<b>B</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. GOI website <a href="https://www.mea.gov.in/">https://www.mea.gov.in/</a> to be referred for latest details of competent authority and exemptions . Proforma for self-certification for compliance is given in Annexure IV.
<b>C</b>	<b>Startups:</b> For Start-ups duly registered with DPIIT (Copy of certificate to be provided), 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 EMD.
<b>23</b>	<b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) – Indigenous Purchase</b>
<b>A</b>	All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying EMD. NSIC/UDYAM registered bidders shall submit NSIC/UDYAM 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 bidder submits these documents.
<b>B</b>	In tender, 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 at least 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 relevant documents.
<b>C</b>	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.
<b>D</b>	BHEL HPEP is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.
<b>24</b>	Inspection Measuring and Test Equipment (IMTE) used by the Bidder/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
<b>25</b>	ISO-9001, ISO14001 & OHSMS 45001 shall be complied.
<b>26</b>	If BHEL registered supplier is not quoting against this NIT, supplier shall send regret letter positively with valid reasons for not participating. Repeated lack of response on the part of supplier may lead to deletion of such registered supplier from BHEL's approved supplier's list as per BHEL SEARP Guidelines.
<b>27</b>	<b>Risk Purchase clause:</b> In case bidder fails/delays to supply whole or part of the ordered items or supplies defective items or fails to fulfil any other terms and conditions given in Purchase Order/Contract, BHEL has the right to terminate the order/contract or withdraw balance scope of work/supply and make the purchase of such material / services from elsewhere at the risk and cost of the defaulted bidder. The bidder is liable for the additional expenditure / difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract. Non-performance of contract attracts penal provisions in line with BHEL guidelines for Suspension of Business Dealings (SBD).
<b>28</b>	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
<b>29</b>	All drawings, patterns and tools 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 be used only in the execution of BHEL's orders.
<b>30</b>	Any amount payable by the bidder under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the bidder under any other work / contract awarded by BHEL HPEP or any other BHEL Units. This is without prejudice to any other action as may be deemed fit by BHEL.
<b>31</b>	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, will be rejected. The list of firms banned by BHEL is available on BHEL web site: <a href="http://www.bhel.com">www.bhel.com</a>
<b>32</b>	<b>Ordering and confirmation of order</b>
	The bidder shall send the order acceptance within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Buyer. Buyer reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Buyer shall be legally bound, only if agreed for any deviation explicitly in writing. The acceptance of deliverables or supplies by Buyer as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase 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 Buyer) from the date of P.O. Buyer, 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.
<b>33</b>	<b>Execution</b>
	The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.
<b>34</b>	<b>Progress Report</b>
	The bidder shall render such report as to the progress of work and in such form as may be called for by the Buyer from time to time. The submission and acceptance of such reports shall not prejudice the rights of the buyer in any manner. Bidder shall communicate to BHEL immediately, the change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned. Milestones shall be periodically updated by bidder through PRADAN Portal ( <a href="https://hpep.bhel.com/mm/">https://hpep.bhel.com/mm/</a> ). Non updation will adversely affect service rating of bidder performance.

<b>35</b>	<b>Non-disclosure Obligations</b>
	<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 bidder 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 Buyer to erect, commission, operate and maintain the product. Such information and drawings shall be supplied as specified in technical specification.</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 bidder shall provide Buyer with all information pertaining to the delivery in so far as it could be of importance to Buyer. The bidder 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 Buyer has agreed to this in writing beforehand. The bidder shall not be entitled to use the Buyer's name in advertisements and other commercial publications including website without prior written permission from Buyer.</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 <b>Annexure- II</b> wherever applicable.</p>
<b>36</b>	<b>Inspection and Testing</b>
<b>A</b>	The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Buyer prior to shipment and shall comply with relevant requirements. Buyer has the right to inspect at any stage during manufacture/ delivery.
<b>B</b>	<p>Buyer or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the bidder'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 bidder shall obtain for buyer or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the bidder's premises. Such inspection, examination and testing, if made shall not release the bidder from any obligation under the contract.</p> <p>For indigenous bidders all costs related to first inspection request shall be borne by the buyer and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the bidder. In case of imports all inspection charges including third party inspections if any shall be borne by the bidder. The cost of inspection staff/third party specified by the Buyer shall be borne by bidder unless otherwise specifically agreed. If the contract provides for tests on the premises of the bidder or any of his sub-contractor/s, bidder 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 bidder unless otherwise specifically agreed in the contract. The Bidder shall give the authorized representative of the buyer 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 strictly be complied with for the time lines. Any delay in submission of the documents by the bidder will not alter the delivery date.</p>
<b>37</b>	<b>Quality and Condition of the Deliverables</b>
	The bidder shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to products, packaging and raw and ancillary materials.
<b>38</b>	<b>Packaging and Dispatch</b>
	<p>The bidder 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 or 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 NIT shall be fully complied.</p> <p>Each package must be marked with consignee name, address, P.O. number, Package Number, gross weight &amp; net weight, dimensions (Lx B x H) and bidder'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 for goods inside each package with P.O. item No. &amp; 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>
<b>39</b>	<b>Contract variations; Increase or decrease in the scope of supply</b>
	<p>Buyer may vary the contracted scope during execution due to exigencies of project requirement.</p> <p>If the bidder is of the opinion that the variation has an effect on the agreed price or delivery period, Buyer 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 bidder. Wherever unit rates are available in the contract, the same shall be applied to such additional work. The bidder shall not perform additional work before buyer has issued written instructions/amendment to the purchase order to that effect. The work which the bidder 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 bidder without any price implication.</p> <p>In case of no change in the scope / technical specifications, bidder shall endeavor to keep the material ready and intimate the same to BHEL within the contractual delivery date, failing which, the delay if any will be attributed to supplier, and any upward price variation thereof for delivery at a later date is not admissible.</p>
<b>40</b>	<b>Rejected/Short shipments/ warranty/guarantee replacements</b>
	In case of any short shipment during initial supply which is subsequently dispatched by the bidder 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.
<b>41</b>	<b>Export Administration Regulations</b>
	If a delivery includes such technology and / or supply that is subjected to the export regulations the bidder shall obtain due permissions, approvals, license etc.



<b>42</b>	<b>Force Majeure</b>
	<p>The bidder 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 bidder 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 bidder shall refund any amount advanced or paid to the bidder by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.</p>
<b>43</b>	<b>Non-waiver of Defaults</b>
	<p>If any individual provision of the contract is invalid, the other provisions shall not be affected.</p>
<b>44</b>	<b>Settlement of Disputes</b>
	<p>Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final.</p> <p>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>The bidder shall continue to perform the contract, pending settlement of disputes(s).</p>
<b>45</b>	<b>Conciliation clause</b>
	<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 <a href="http://www.bhel.com/index.php/story_details?story=2454">http://www.bhel.com/index.php/story_details?story=2454</a> . 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>
<b>46</b>	<b>ARBITRATION (WITH SOLE ARBITRATOR)</b>
	<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. 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 45, 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>
	<b>ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT</b>
	<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 &amp; 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>
<b>47</b>	<b>Applicable Laws and jurisdiction of Courts</b>
	<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>
<b>48</b>	<b>BHEL-Fraud prevention policy shall be adhered to.</b>
	<p>The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website <a href="http://www.bhel.com">http://www.bhel.com</a> 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>List of nodal officers is hosted on BHEL Hyderabad website <a href="https://hpep.bhel.com/">https://hpep.bhel.com/</a>.</p>
<b>49</b>	<b>Suspected Cartel Formation</b>
	<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

**( Attachment to Enquiry No. XXXXXXXXXX Due on Date XX.XX.XXXX**

**Special Conditions of Contract ( SCC )**

Sl.No	ITB Clause No.	Clause	Available Options	BHEL requirements	Bidder response
1	3	Mode of Submission	Conventional / E-Procurement		
2	5	Type of Bid	Single part / Two Part / Three Part		
3	6	Indigenous purchase - Destination	BHEL, RCPuram, Hyderabad / Site		
4			Destination in case of Site		
		Mode of Shipment	Air / Sea		
5		Imports purchase - Destination	Mumbai / Navasheva / Hyderabad / Others		
6		Freight	Customer / BHEL / Vendor		
7		Insurance	Customer / BHEL / Vendor		
8			<b>Basic Custom Duty</b>	Project Imports/ Concessional Duty / Merit Duty / Nil / Others Duty Structure	
9	9	Price validity	_____ days		
		Optional Spares price validity	_____ Months / years from the date of _____		
10	8	Delivery Period	_____ weeks / _____ Months ( Staggered delivery to be detailed )		
11	18	Evaluation basis	Itemwise / Total		
12	Others	Quantity Split	Splittable / Non-Splittable		
13			(Tabulation for splitting to be detailed )		
14	9	Price Variation Clouser (PVC)	Applicable / Not applicable		
15	12	Payments Terms	Inland Letter of Credit (ILC) In case Bidder opts for ILC Payment, the LC Usance period shall be 120 days with all charges to bidder's account and loading of 0.50%. Note : Wherever it is felt necessary to include ILC payment term in SCC in order to promote competition, the same shall be done with due consent of Finance and approval of competent authority during checklist approval		
16		Tender cost	Applicable / Not applicable		
17		Earnest Money Deposit (EMD)	_____ % of tender value / Not applicable		
18		E & C Supervision Charges	Applicable / Not applicable		
19			If applicable , max 2% of Total contract value .		
20		Bank Guarantee against milestone payment	(If envisaged to be detailed with % )		
21	Others	Contract execution Bank Guarantee	_____ % of PO Value to be submitted after receipt of PO / Not Applicable		
22	17	Performance Bank Guarantee			
	7	Additional documentation for payment	Test / Warranty / Guaranty / O&M Manual etc.,		
24	13	Max Penalty applicable on	Delayed portion / Order value		
25	Others	Contract Specific Penalty Clause	including Documentation delay , Performance , E&C etc., to be detailed , considering Project , Unit , Set , etc.,		
26	16	Guarantee / Warranty Period	Applicable Clause a/b/c		
27		Contract Specific Guarantee / Warranty Period	Specific period if any to be detailed		
28	Others	Expected commissioning period	_____ months from the date of supply		
29	48	Detailed Billing Breakup (BBU)	Applicable / Not applicable		
30			(If applicable , Bidder shall provide detailed billing break-up in respect of the major items/components (stipulated in the tender) as part of offer .)		
31	Others	Customer approval of vendor	Applicable / Not applicable		
32		Drawing approval	Applicable / Not applicable		
33		QAP approval	Applicable / Not applicable		
34	36	Inspection by	BHEL / BHEL TPI / Vendor TPI / Customer		
35	Others	Financial / Commercial PQC	Applicable / Not applicable		
36			if Applicable to be detailed		

### Annexure-I

Major Activity timelines shall be considered for indigenous purchases

S No	Activity	Agency	Timeline
1	PO acknowledgement	Vendor	<u>7</u> days from PO
2	Submission of Drawings and QP	Vendor	Not Applicable
3	Approval of Drawings and QP	BHEL/Customer	Not Applicable
4	Raising of Inspection Call	Vendor	3 day prior to Actual Requirement
5	Inspection completion	Self/BHEL/Third party inspection agency	Inspection by BHEL TPIA should start 3 days of request or actual requirement whichever is later.
6	Despatch Instructions	BHEL	3 working Days from Inspection Report

(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:**

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.

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 Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.

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.

Subject to the arbitration in terms of clause 46 of ITB (clause 27 of ATC GeM), 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.

**ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT**

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 OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018

**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.

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](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

**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. \_\_\_\_\_."

## 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

(On Company Letter Head)

FORM NO. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I..... son/daughter of Mr ..... in the capacity of.....  
(Designation) do provide the following information, relevant to the previous year **2021-22** in case of ..... for the purposes of sub-section (5) of section 90/section 90A:-

Sl.No.	Nature of information	Details
(i)	Status (individual; company, firm etc.) of the assessee	Company
(ii)	Permanent Account Number (PAN) of the assessee if allotted	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	.....
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	.....

(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	<u>2022-23</u>
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	..... ..... .....

I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of..... (name of country or specified territory outside India)

Signature:.....  
Name:.....  
Address:.....  
Email ID:.....  
Contact Number.....  
Permanent Account Number:.....

Verification

I..... do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated. Verified today the..... day of.....

**In case the M/s Bharat Heavy Electricals Limited, HPEP, Ramachandrapuram, Hyderabad is declared as an assessee in default due to any misstatement or incorrect declaration, we indemnify M/s Bharat Heavy Electricals Limited from any ensuing consequences thereunder.**

Signature of the person providing the information

Place:.....

(On Company Letter Head)

No Business Connection or Permanent Establishment Certificate

Date

To

Bharat Heavy Electricals Limited  
Ramachandrapuram, Hyderabad  
India - 502032

Sir,

Sub: No Business Connection or Permanent Establishment declaration for FY **2021-22**

This is to certify that ..... (Name of the supplier) is a company incorporated in .....(country ) and does not have any business connection in India as per the provision of Section 9 of the Income Tax Act 1961 or any Permanent Establishment as defined in Article 5 of the India and .....(country) DTAA.

We hereby certify that we will notify BHEL in case of any change in the status as certified above.

For .....

Authorised Signatory

*(Note – Please refer definition of the Business Connection on reverse and Permanent Establishment in the relevant DTAA)*

"Business connection" as defined in Section 9 of the Income Tax Act shall include any business activity carried out through a person who, acting on behalf of the non-resident,—

- (a) has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident or habitually concludes contracts or habitually plays the principal role leading to conclusion of contracts by that non-resident and the contracts are—
  - (i) in the name of the non-resident; or
  - (ii) for the transfer of the ownership of, or for the granting of the right to use, property owned by that non-resident or that non-resident has the right to use; or
  - (iii) for the provision of services by the non-resident; or
- (b) has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or
- (c) habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:

Provided that such business connection shall not include any business activity carried out through a broker, general commission agent or any other agent having an independent status, if such broker, general commission agent or any other agent having an independent status is acting in the ordinary course of his business :

Provided further that where such broker, general commission agent or any other agent works mainly or wholly on behalf of a non-resident (hereafter in this proviso referred to as the principal non-resident) or on behalf of such non-resident and other non-residents which are controlled by the principal non-resident or have a controlling interest in the principal non-resident or are subject to the same common control as the principal non-resident, he shall not be deemed to be a broker, general commission agent or an agent of an independent status

For the removal of doubts, it is hereby clarified with explanation-2A, that the significant economic presence of a non-resident in India shall constitute "business connection" in India and "significant economic presence" for this purpose, shall mean—

- (a) transaction in respect of any goods, services or property carried out by a non-resident in India including provision of download of data or software in India, if the aggregate of payments arising from such transaction or transactions during the previous year exceeds such amount as may be prescribed; or
- (b) systematic and continuous soliciting of business activities or engaging in interaction with such number of users as may be prescribed, in India through digital means:

Provided that the transactions or activities shall constitute significant economic presence in India, whether or not,—

- (i) the agreement for such transactions or activities is entered in India; or
- (ii) the non-resident has a residence or place of business in India; or
- (iii) the non-resident renders services in India:

Thresholds for the purposes of significant economic presence.

11UD. (1) For the purposes of clause (a) of Explanation 2A to clause (i) of sub-section (1) of section 9, the amount of aggregate of payments arising from transaction or transactions in respect of any goods, services or property carried out by a non-resident with any person in India, including provision of download of data or software in India during the previous year, shall be two crore rupees;

(2) For the purposes of clause (b) of Explanation 2A to clause (i) of sub-section (1) of section 9, the number of users with whom systematic and continuous business activities are solicited or who are engaged in interaction shall be three lakhs.

PRE-QUALIFICATION CRITERIA (PQC)					
Seamless Titanium tubes for Steam Surface condenser					
Ref No.	HY/HEF/HEC/Ti-Tubes/2022/1		Enq No:		
S.No.	BHEL Requirement		Supplier Confirmation	Deviation If Any	Remarks.
1	All the suppliers need to submit this document i.e. titled pre-qualification criteria and furnish required information along with offer.				
	a)	Name, address, e-mail id, contact no.etc. of manufacturing mill for Seamless Titanium tubes.			
	b)	Name, address, e-mail id, contact no.etc. of authorised agency / trading house quoting on behalf of manufacturing mill. In case offer is received from authorised agency / trading house, the following requirements shall be fulfilled.			
	i)	Valid letter of authorisation and copy of agreement to be enclosed with offer.			
	ii)	The offer shall be either from the authorised agency or from the manufacturer directly. In case of BHEL receiving offer from both, then offer from manufacturer will only be considered. Offer from an unauthorised agency / entity on behalf of any vendor shall be summarily rejected.			
	iii)	Name, address, e-mail id, contact no.etc. of entity on whom order to be released in case of L1 shall be clearly indicated.			
2	Supplier to confirm the following criteria and provide necessary documents for evaluation of offer.				
	(a)	The supplier shall have proven experience in manufacturing and supply of Seamless Titanium tubes for Steam Surface Condensers or Heat Exchangers as mentioned below.			
	i)	Material : SB 338 Gr2 (Seamless)			
	ii)	Tube O.D. : Dia.15.875mm or higher			
	iii)	Tube Length : Minimum 1500 mm			
	iv)	Tube Thickness : Minimum 0.5mm or thicker			
	v)	Minimum tonnage supplied : 1000 kgs			
	vi)	Application : Steam Surface Condensers or Heat Exchangers with seawater flowing through tubes.			
	vii)	Satisfactory Working of Equipment: The exchanger provided with the above tubes with seawater as tube side medium and should have been in service for minimum of ONE year prior to the date of techno commercial bid opening.			
	viii)	The supplier should preferably be an original Seamless Titanium tube manufacturer. All the facilities required for manufacturing Seamless titanium tubes should be available with the tube manufacturer. a) Seamless cold drawing facility of tubes from mother hollows. b) Annealing facility (At applicable temperature range of 550 to 600 deg. C), c) Online or offline eddy current testing facility, d) Ultrasonic test facility, e) Pneumatic / Air Under Water test facility. f) Hydrotest Facility			
	ix)	All the above criteria [2(a) (i) ] to [2(a) (viii)] must be combinedly met by the supplier against a single supply reference of Surface Condenser or Heat Exchanger with seamless Titanium tubes.			
S.No.	BHEL Requirement		Confirmation	Deviation/Remarks	Deviation/Remarks
2	Supplier's having experience in applications other than Steam Surface Condensers or Heat exchangers will not be treated as a proven experience.				
	(b)	The supplier meeting all the above criteria as [2 (a) (i)] to [2 (a) (viii)] shall furnish details including equipment (Steam Surface Condensers or Heat exchangers) Manufacturer's Name, Industry/power plant name, date of supply (in DDMMYY format), No of years the equipment (Steam Surface Condensers or Heat exchangers) is in service, Size of tube(ODxthkxL), Quantity and full contact details of equipment (Steam Surface Condensers or Heat exchangers) Manufacturer & end user. (including Mobile no and e-Mail ID) in the enclosed Annexure-I format. <b>OR</b>			
	(c)	Heat exchanger manufacturers certificate (in English) containing the supply details as above both 2(a) & 2 (b) Contact details [Land line/ Mobile No.] and complete address of Heat exchanger manufacturer and certifying satisfactory completion of hydrotest.  <u>Note</u> : Suppliers shall furnish maximum upto 6 number of latest customer reference details as indicated above in the enclosed Annexure-I format. Details furnished in any other format shall not be considered. All the documents shall be furnished only in English. Documents furnished in other languages will not be considered for further evaluation.			
	(d)	BHEL reserves the right to cross verify with the above such customers and satisfy itself with reference to the claims of the supplier. If the information furnished by the supplier is found to be not satisfactory, the offer will be technically rejected.			
3	Offers not fulfilling the requirement as above 2(a) & 2(b) or 2 (c) SHALL not be technically evaluated by BHEL. Further, no correspondence on this matter will be entertained.				
4	For making Seamless Titanium tubes, the mother hollows may be directly procured as raw material or can be made from a round bar by the tube manufacturer. Alternatively, the tube manufacturer can complete the entire process from Ti sponge to Ti tubes in their works, if facilities are available.				

(a)	<p>Tube manufacturer shall furnish the list of suppliers / sources from where Mother hollows / round bars/ Titanium Sponge will be sourced.</p> <p>Details of mother hollow / round bar manufacturing facilities including testing facilities, size ranges and list the customers to whom they are supplying shall be furnished.</p> <p>This is to review of the credentials of such suppliers and acceptance by BHEL.</p> <p>BHEL also reserves the right to visit such suppliers works for further evaluation if required.</p> <p>Note : In case the tube manufacturer has the facilities either to make mother hollows or round bars at their works, details of the same shall be furnished.</p> <p>The list of Seamless Titanium tubes made using suppliers facility of manufacturing mother hollows / round bars meeting the requirement of Cl.2(a) (i) to (viii) above shall be furnished to BHEL for reference.</p> <p>The decision of BHEL with regards to list of suppliers to be considered for mother hollows / round bars / Titanium sponge will be final.</p> <p>Acceptance / Rejection of mother hollow / round bar / Ti sponge suppliers does not entertain any claim for revised price bid by the bidder.</p>			
(b)	The mother hollows shall be produced by hot extrusion method only. Any other methods are not acceptable.			
(c)	Tube shall be seamless cold drawn.			
(d)	Either the round bars for making mother hollows or the mother hollows shall be UT tested.			
5	The suppliers shall furnish the detailed process of manufacturing and testing procedures along with the offer.			
6	List of BHEL qualified bidders may be forwarded to BHEL's End Customer for their review and approval. The list finalized by BHEL's End Customer shall be final and binding.			
7	BHEL team may carry out supplier evaluation/assessment by a visit to vendor works. BHEL will accept or reject the technical bid based on the findings of the visit.			
8	Bidders to submit their bid in 2- part system, i.e. Part-I shall consists of Pre-Qualification Criteria along with the required documents and Techno-commercial bids and Part-II shall consists of Price Bid. Offers failing to meet prequalification part will not be considered for further evaluation.			
9	Sourcing of Raw Material (or) supply of tubes from Chinese vendors is not acceptable.			
10	To encourage indigenous supplier inline with "Make in India" initiative by Govt of India, the suppliers who are not having proven experience of meeting the qualification criteria for the present enquiry as indicated above are requested to apply for supplier registration on BHEL portal ( <a href="http://www.bhel.com">www.bhel.com</a> ). This will enable BHEL to evaluate the Supplier capability to make the Seamless Titanium tubes for critical applications and to consider for future trial orders.			

**ANNEXURE-I**

Ref No: HY/HEF/HEC/Ti-Tubes/2022/1		Steam Surface Condenser or Heat exchanger(HE) Seamless Titanium tube reference details										
Enquiry no.:												
Ref project sl no.	Material SB 338 Gr2 (Seamless)	OD mm (15.875m or higher)	Thk (min 0.5 mm or higher)	Supply date (DDMMYY YY)	Steam Surface Condenser/Heat Exchanger application	Steam Surface Condenser / Heat Exchanger manufacturer details			End customer details			
						Name of Manufacturer	Contact person	E-Mail id & Phone No.	Name of the organisation (Enduser)	Project Details Name: MW Rating: Location:	No.of years the equipment is in service	Contact person
1												
2												
3												
4												
5												
6												

**Note:**

- a) Reference list shall be submitted in the above format only.
- Suppliers are requested to fill the above and submit along with Pre-Qualification Criteria(PQC).Details mentioned above only are considered for PQC evaluation.
- b) wherever details are not available, supplier to mention as "NA"
- c) Reference project Tube material shall be Seamless Titanium
- d) Reference project Tube OD shall be 15.875 mm (5/8 inch) or higher.
- e) Reference project Tube thickness shall be 0.5 mm or thicker.
- f) Clause no 2(a) (i) to 2(a) (viii) of PQC must be combinedly met by the supplier against a single supply reference of Seamless Titanium tubes. Maximum of 06 such references to be mentioned in the above table

vendor's signature with seal



BHARAT HEAVY ELECTRICALS  
LIMITED  
R.C.PURAM, HYDERABAD

STANDARD QUALITY PLAN FOR VENDOR ITEMS

ITEM: SEAMLESS TITANIUM TUBES - GRADE 2  
(UNALLOYED TITANIUM)

**PR: 800011745, M-HN-1005-001**  
**DMDE- S5-MAIN CONDENSER MHN1005**  
BHEL SPEC: HE 51544 Rev. 01

QP. NO: HYQA/VSQP/2017-  
18/HE/115.DMDE/800011745  
REV. NO. : 00  
DATE: 21.03.2022  
PAGE 1 OF 7

SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	*	AGENCY			REMARKS
										D	P	W	
<b>1.0 RAW MATERIAL INSPECTION</b>													
1.1	MOTHER TUBES	A) IDENTIFICATION OF MOTHER TUBES MARKINGS W.R.TO TC	MAJOR	VISUAL	100%	TEST CERTIFICATE	BHEL SPECIFICATION	TC & INSPN. RECORD		2			HOLD POINT TUBES RAW MATERIAL OF TUBES SHALL NOT BE SOURCED FROM CHINEESE SOURCES)
		B) VISUAL & DIMN. EXAM	MAJOR	VISUAL & MEASRT	100%	TEST CERTIFICATE	BHEL SPECIFICATION	TC & INSPN. RECORD		2			
1.2	VERIFICATION OF MOTHER TUBES TEST CERTIFICATE	A) CHEMICAL COMP.	MAJOR	CHEM.	100%	TEST CERTIFICATE	BHEL SPECIFICATION	TC & INSPN. RECORD	✓	2		1, 3	
		B) MECH. PROPERTIES	MAJOR	MECH.	100%	TEST CERTIFICATE	BHEL SPECIFICATION	TC & INSPN. RECORD	✓	2		1, 3	
<b>2.0 IN PROCESS INSPECTION</b>													
2.1	PILGERING / INTERMEDIATE DRAWING	COLD PILGERING / COLD DRAWING	MAJOR	OD, THK, SURFACE	100%	MFR STD	BHEL SPECIFICATION	IR/LOG RECORD	✓	2		1, 3	
2.2	TUBE WASHING/ CLEANING	SURFACE CONDITION	MAJOR	VISUAL	100%	MFR STD	BHEL SPECIFICATION	IR/LOG RECORD	✓	2		1, 3	
2.3	FINAL DRAWING & SIZING	COLD DRAWN	MAJOR	OD, WALL THK & SURFACE	100%	MFR STD	BHEL SPECIFICATION	IR/LOG RECORD		2		1, 3	
2.4	HEAT TREATMENT	ANNEALED	MAJOR	HEAT TREATMENT	100%	BHEL SPECIFICATION, ASME SB-338 Gr. 2	BHEL SPECIFICATION, ASME SB-338 Gr. 2	H T CHART	✓	2		1, 3	
2.5	STRAIGHTENING	STRAIGHTNESS	MAJOR	OD, SURFACE	100%	BHEL SPECIFICATION	BHEL SPECIFICATION	INSPN. RECORD		2			

LEGEND:  
P: - PERFORM, W: - WITNESS, V: - VERIFICATION,  
INDICATING 1: - BHEL / BHEL NOMMNATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR 3:DMDE QAO  
AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V.  
\* D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.

PREPARED BY:

*Alok Behera*

**ALOK BEHERA**  
DY.MGR/ QA

REVIEWED BY:

*B. Ashok Kumar*

**B. ASHOK KUMAR**  
AGM/QA

APPROVED BY:

*B. Ashok Kumar*

**B. ASHOK KUMAR**  
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										P	W	V	
2.6.1	UT	INTERNAL FLAWS	MAJOR	NDE	100%	E213./ASME SB 338 Gr2, BHEL SPECIFICATION & PO		INSPN. RECORD	✓	2	1	3	TPIA WITNESS 10%
2.6.2	EDDY CURRENT TESTING	INTERNAL FLAWS	MAJOR	NDE	100%	E426 / ASME SB 338 Gr2, BHEL SPECIFICATION & PO		INSPN. RECORD	✓	2	1	3	
2.7	CUT TO LENGTH WITH ALLOWANCE	LENGTH	MAJOR	MEASRT	100%	BHEL SPECIFICATION & PO	BHEL SPECIFICATION & PO	INSPN. RECORD		2			
2.8	SAMPLING FOR TESTING	SAMPLE SELECTION	MAJOR	MEASRT	AS PER SPEC	BHEL SPECIFICATION & PO	BHEL SPECIFICATION & PO	INSPN. RECORD		2	1	3	
2.9	TEST ON TUBES	a) PRODUCT ANALYSIS	MAJOR	CHEMICAL	AS PER SPEC.	BHEL SPECIFICATION, ASME SB-338 Gr. 2	BHEL SPECIFICATION, ASME SB-338 Gr. 2	SUPPLIERS TC	✓	2	1	3	NOTE-5
		b) TS ,YS % ELONGATION	MAJOR	MECH.		BHEL SPECIFICATION, ASME SB-338 Gr. 2	BHEL SPECIFICATION, ASME SB-338 Gr. 2	TC & INSPN. RECORD	✓	2	1	3	
		c) HARDNESS TESTING	MAJOR	MECH.		BHEL SPECIFICATION, ASME SB-338 Gr. 2	BHEL SPECIFICATION, ASME SB-338 Gr. 2	TC & INSPN. RECORD	✓	2	1	3	
		d) FLATTENING TEST	MAJOR	MECH.		BHEL SPECIFICATION, ASME SB-338 Gr. 2	BHEL SPECIFICATION, ASME SB-338 Gr. 2	TC & INSPN. RECORD	✓	2	1	3	
		e) FLARING	MAJOR	MECH		BHEL SPECIFICATION, ASME SB-338 Gr. 2	BHEL SPECIFICATION, ASME SB-338 Gr. 2	TC & INSPN. RECORD	✓	2	1	3	
3.0	FINAL INSPECTION												
3.1A	HYDROTEST	PRESSURE, TIME, LEAKAGE	CRITICAL	HYDRO	100 %	BHEL SPECIFICATION & PO	BHEL SPECIFICATION & PO	HYDROTEST TEST REPORT	✓	2	1	3	CHP, NOTE 2 NOTE 06
3.1B	PNEUMATIC TESTING	PRESSURE, TIME, LEAKAGE	CRITICAL	LEAKAGE	100 %	BHEL SPECIFICATION & PO	BHEL SPECIFICATION & PO	PNEUMATIC TEST REPORT	✓	2	1	3	TPIA WITNESS 10%

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REVIEWED BY:

*B. Ashok Kumar*

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AGM/QA

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										P	W	V	
3.2	DIMN. CONFORMITY & VISUAL EXAM. SURFACE ROUGHNESS	OD, THICKNESS, LENGTH, STRAIGHTNESS, EDGE BURRS, SURFACE CONDITION.	MAJOR	MEASRT	100%	DRG. / PO & SPEC	DRG. / PO & SPEC	INSPN. RECORD	✓	2	1*	3	* VERIFY & RANDOM WITNESS ( 10 % ) FOR SURFACE ROUGHNESS – RANDOM SAPMLE/LOT
3.3	CLEANLINESS OF INSIDE SURFACE OF TUBES/ DRAINING & DRYING	CLEANLINESS	MAJOR	VISUAL	100%	DRG. / PO & SPEC	DRG. / PO & SPEC	INSPN. RECORD	✓	2	1*	3	* VERIFY & RANDOM WITNESS ( 10 % )
3.4	PMI	COMPOSITION	MAJOR	ELEMENTS %	10 %	BHEL SPECIFICATION, ASME SB-338 Gr. 2	BHEL SPECIFICATION, ASME SB-338 Gr. 2	INSPN. RECORD	✓	2	1	3	
4.0	<i>PRESERVATION AND DESPATCH</i>												
4.1	PACKING & DESPATCH	VERIFICATION OF ALL TCS FOR COMPLETION.	MAJOR	VISUAL	100%	PO, SPEC., DRG. & QP	DRG. / PO & SPEC	INSPN. RECORD	✓	2		1, 3	CHP SEE DESPATCH CLEARANCE RECORD TO BE PROVIDED BELOW)
		REVIEW OF REJECTION REPORT	MAJOR	VISUAL	100 %	PO, SPEC., DRG. & QP	DRG. / PO & SPEC	INSPN. RECORD	✓	2		1, 3	
		PACKING & DISPATCH	MAJOR	VISUAL	100 %	PO, SPEC., DRG. & QP	DRG. / PO & SPEC	INSPN. RECORD	✓	2	1	3	

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REVIEWED BY:

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										D	P	W	

DESPATCH CLERANCE / INFORMATION TO BE PROVIDED PRIOR TO MANUFACTURING

BILL OF LANDING (SHIPPING & AIRWAY BILL) AS PER PO
BILL OF ENTRY TO WARE HOUSE (RECIEPT AT BHEL)
COUNTRY OF ORIGIN (TUBES / RAW MATERIAL OF TUBES SHALL NOT BE PROCURED FORM CHINESE SOURCES )
OEM'SS TC / CONFORMANCE
CDI PROTOCOL (SEE BLEOW TABLE)

COMPHREHENSIVE DISPATCH INSPECTION (CDI ) PROTOCOL

DATE	
PO NUMBER AND DATE	
PROJECT	
OEM DETAILS ( ADDRESS, FAX, PHONE NUMBER OF OEM REP)	
EQUIPMENT DESCRIPTION	
EQUIPMENT MAKE, MODEL NO , SERIAL NO	
YEAR OF MANUFACTURING	
QUANTITY	
BOM ID	

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AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V.  
\* D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.

PREPARED BY:

*Alok Behera*

**ALOK BEHERA**  
DY.MGR/ QA

REVIEWED BY:

*B. Ashok Kumar*

**B. ASHOK KUMAR**  
AGM/QA

APPROVED BY:

*B. Ashok Kumar*

**B. ASHOK KUMAR**  
AGM/QA



BHARAT HEAVY ELECTRICALS  
LIMITED  
R.C.PURAM, HYDERABAD

STANDARD QUALITY PLAN FOR VENDOR ITEMS

ITEM: SEAMLESS TITANIUM TUBES - GRADE 2  
(UNALLOYED TITANIUM)

**PR: 8000111745, M-HN-1005-001**  
**DMDE- S5-MAIN CONDENSER MHN1005**  
BHEL SPEC: HE 51544 Rev. 01

QP. NO: HYQA/VSQP/2017-  
18/HE/115.DMDE/8000111745  
REV. NO. : 00  
DATE: 21.03.2022  
PAGE 5 OF 7

SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	*	AGENCY			REMARKS
										D	P	W	

CHECK LIST FOR DESPATCH

SL	DOCUMENTS	AVAILABILITY: YES/NO	REMARKS
1	PACKING LIST		TO BE ATTACHED WITH PACKING
2	TECHNICAL / INSTALLATION/ MAINTENANCE MANUAL		
3	PRESERVATION PROCEDURE		TO BE ATTACHED WITH I NOTE
4	I-NOTE / DESPATCH CLEARANCE		
5	MARKING OF BOM ID ON EQUIPMENT		BOM ID AND SERIAL NO OF EQUIPMENT TO BE MARKED
6	LIST OF SPARES IF ANY / OOSE ITEMS(FASTNERS, PRESSURE GAUGES, VALVES, COUNTER FLANGE) IF ANY		TO BE ATTACHED WITH PACKING LIST
7	WEIGHT CHECK AS PER PO/ LATEST APPROVED DRAWINGS		CERTIFICATION TO BE ATTACHED WITH I NOTE ( SPECIFIC MENTION TO BE MADE REGARDING WEIGHING HAS BEEN DONE WITH MOUNTS /BASE FRAME/ COMPLETE INTEGRAL UNIT WITH MOTOR ETC.)
8	LIST OF ITEMS BEING SUPPLIED BUT NOT IN PO		TO BE ATTACHED WITH PACKING LIST / I NOTE
9	OVER ALL DIMENSIONAL CHECK AS PER LATEST APPROVED DRAWINGS		TO BE ATTACHED WITH I NOTE

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LEGEND:  
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INDICATING 1: - BHEL / BHEL NOMMNATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR 3:DMDE QAO  
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\* D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.

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		<b>BHARAT HEAVY ELECTRICALS LIMITED</b> R.C.PURAM, HYDERABAD		<b>STANDARD QUALITY PLAN FOR VENDOR ITEMS</b>				QP. NO: HYQA/VSQP/2017-18/HE/115.DMDE/8000111745 REV. NO. : 00 DATE: 21.03.2022 PAGE 6 OF 7					
				ITEM: SEAMLESS TITANIUM TUBES - GRADE 2 (UNALLOYED TITANIUM) <b>PR: 8000111745, M-HN-1005-001</b> <b>DMDE- S5-MAIN CONDENSER MHN1005</b> BHEL SPEC: HE 51544 Rev. 01									
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										P	W	V	

**NOTES:**

- LUBRICANTS USED IN TUBE DRAWING OPERATION SHALL BE NON-CHLORINATED (50 PPM CHLORIDES OR LESS). ALL CLEANING COMPOUNDS SHALL BE CHLORIDE AND CAUSTIC FREE. EACH CLEANING OPERATION SHALL BE FOLLOWED BY A RINSE OR RINSES WITH WATER, THE FINAL RINSE SHALL BE WITH DEMINERALISED WATER CONTAINING NOT MORE THAN 10 PPM CHLORIDES.
- HYDROSTATIC TESTING OF TUBES SHALL BE CARRIED OUT WITH DEMINERALISED WATER. CHLORIDE CONTENT OF D.M. WATER SHALL NOT EXCEED 10 PPM.(NOT APPLICABLE)
- TUBES SHALL BE PACKED IN SEA WORTHY PACKING & SHALL BE CAPABLE OF WITHSTANDING MECHANICAL DAMAGES DURING TRANSIT.
- PROJECT SPECIFIC REQUIREMENTS, IF ANY, AS PER PO SHALL ALSO BE COMPLIED WITH. VENDOR HOLDS THE RESPONSIBILITY OF SUPPLYING TUBES TO THE SPECIFICATION AND RELEVANT STANDARDS.
- RESIDUAL ELEMENTS AS PER BHEL SPEC SHALL BE REPORTED IN TC.
- VENDOR TO PERFORM ROOT CAUSE ANALYSIS AND SUBMIT REPORT TO BHEL, IN CASE OF ANY REJECTION OF TUBES DURING HYDROTEST / PNEUMATIC TEST FAILURE.
- IN CASE OF NEW VENDOR (EXECUTING BHEL ORDER FOR FIRST TIME), IN ADDITION TO BHEL TPIA, BHEL QC SHALL ALSO INSPECT/WITNESS STAGE/FINAL INSPECTION AT RANDOM AS A SURVEILLANCE CHECK.
- BHEL TPIA INSPECTION STAGES PHOTOGRAPHS SHALL BE INCLUDED IN QC DOCUMENTATION PACKAGE.

**NOTES FOR INSPECTOR - TPIA**

- TPIA TO CHECK THE LATEST VERSION OF STANDARDS/DRAWINGS /TOLERANCES ETC TO BE MENTIONED IN QUALITY PLAN/DRAWING. THIS QP SHOULD BE READ ALONG WITH BHEL SPEC, BHEL DRAWINGS / APPROVED DRAWINGS, DATA SHEET, BOM AND PO.
- ONLY LEVEL II & ABOVE QUALIFIED PERSON IN RESPECTIVE NDE TO VERIFY OR WITNESS THE NDT TEST REPORT/RESULTS
- INSPECTOR TO ENSURE THAT DOCUMENTS (QUALITY PLAN, DRAWINGS, DATA SHEET, PURCHASE SPECIFICATIONS, ETC) ARE AVAILABLE AS PER PURCHASE ORDER BEFORE STARTING THE INSPECTION.
- TPIA TO REVIEW ONLY THE ORIGINAL TEST CERTIFICATES ISSUED BY THIRD PARTY LABORATORIES OR SUPPLIERS.
- INSPECTION REPORTS SHALL BE SUBMITTED WITH A REMARK THAT ' COMPARED WITH ORIGINAL TEST CERTIFICATE. REVIEWED, VERIFIED AND FOUND IN ORDER '. TPIA TO ENSURE THE SAME.
- INSPECTOR TO ENSURE USE OF VALID AND CALIBRATED MEASURING INSTRUMENTS AND EQUIPMENT.
- TPIA SHALL ENSURE THAT MATERIAL TEST CERTIFICATE & TRACEABILITY RECORDS ARE AVAILABLE FOR USE OF CORRECT MATERIAL
- QUALIFICATION OF EQUIPMENT, PROCESS & PERSONNEL FOR SPECIAL PROCESSES LIKE WELDING, BRAZING, PAINTING & METAL COATING ETC.
- TPIA TO ENDORSE ON ALL CERTIFICATES WITH COMMENTS (WITNESSED OR VERIFIED) AS PER QUALITY PLAN
- TPIA SHALL ENSURE THAT LOG SHEETS CONTAIN ACTUAL MEASURED VALUES INSTEAD OF SAYING OK/NOT OK.
- COMPLETE INSPECTION AND TEST DOCUMENTATION WHICHEVER IS IDENTIFIED WITH (v) UNDER COLUMN D OF APPROVED QUALITY PLAN SHALL BE ENCLOSED WITH THE INSPECTION REPORT. ALL TEST CERTIFICATES/ REPORTS REVIEWED AND CERTIFIED BY BHEL/TPI SHALL BE SUBMITTED TO BHEL AS DOCUMENTATION PACKAGE

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	Format no. : HYQA/QP/VSQP Rev.02		

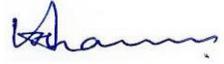
		<b>BHARAT HEAVY ELECTRICALS LIMITED</b> R.C.PURAM, HYDERABAD		<b>STANDARD QUALITY PLAN FOR VENDOR ITEMS</b>				QP. NO: HYQA/VSQP/2017-18/HE/115.DMDE/8000111745 REV. NO. : 00 DATE: 21.03.2022 PAGE 7 OF 7					
				<b>ITEM: SEAMLESS TITANIUM TUBES - GRADE 2 (UNALLOYED TITANIUM)</b> <b>PR: 8000111745, M-HN-1005-001</b> <b>DMDE- S5-MAIN CONDENSER MHN1005</b> BHEL SPEC: HE 51544 Rev. 01									
SL NO	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REF DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	* D	AGENCY			REMARKS
										P	W	V	

12. ORIGINAL COPIES OF ALL INSPECTION AND TEST DOCUMENTS AUTHENTICATED BY TPIA SHALL BE SUBMITTED.

**GENERAL NOTES**

- BHEL RESERVES THE RIGHT FOR CONDUCTING REPEAT TEST, IF REQUIRED.
- BHEL APPROVED INSPECTION ENGINEERS TO BE DEPLOYED FOR INSPECTION.
- DRAWING / DATA SHEET SHALL PREVAIL OVER QUALITY PLAN IN CASE OF ANY CONTRADICTION BETWEEN QUALITY PLAN AND DRAWING / DATA SHEET.
- ALL TEST REPORTS SHALL BE PROVIDED AS PER PRESCRIBED FORMATS IN BHEL SPEC.
- ANY OTHER TESTS/ CHECKS INDICATED IN SPECIFICATION, P.O., OR DRAWING & ANY ADDITIONAL CHECKS ENVISAGED BY BHEL/TPI TO ENSURE WORKMANSHIP, FINISH, AESTHETICS, ETC. SHALL ALSO BE CONDUCTED AND WITNESSED/VERIFIED BY BHEL /TPI / CUSTOMER AS REQUIRED

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**HYDERABAD**

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**SEAMLESS TITANIUM TUBES - GRADE 2**

**1.0 General:**

This specification governs the quality of Seamless Titanium Tubes, Grade 2 in annealed condition.

**2.0 Application:**

For use in surface condensers, evaporators and heat-exchangers.

**3.0 Condition of delivery:**

Annealed.

**4.0 Compliance with standards:**

The tubes shall comply with requirements of ASME SB-338 Gr. 2 (Latest applicable code as on the date of enquiry)

**5.0 Dimensions & Tolerances:**

**5.1 Sizes:**

The tube shall be supplied as per Outside Diameter (OD), Wall Thickness and Length as specified in the purchase order.

**5.2 Tolerances:**

**5.2.1 On OD and Wall Thickness:**

Outside Diameter, mm	Diameter Tolerances, mm	Permissible variation in Wall Thickness, percent
Under 25.4, excl	± 0.102	± 10
25.4 to 38.1, excl	± 0.127	± 10
38.1 to 50.8, excl	± 0.152	± 10
50.8 to 63.5, excl	± 0.178	± 10
63.5 to 88.9, excl	± 0.254	± 10

Note: Tolerances on outside diameter apply only to tubes as finished at the mill before subsequent swaging, expanding, bending, polishing or other fabricating operations. When minimum wall tubes are ordered, tolerances are all plus and shall be double the values shown.

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Dt: 16.09.21

Prepared

Siva Prasad

Checked

Subrata Ray

Approved

Subrata Ray



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**5.2.2 On straightness:**

The tubes shall be free of bends or kinks and the maximum bow shall not exceed Values shown below.

Length, Meters		Maximum Curvature
Over	Upto & Incl	Depth of arc, mm
0.91	1.83	3.2
1.83	2.44	4.8
2.44	3.05	6.4
3.45	--	2.1 mm / m

**5.2.3 On Specified Lengths of Tubes :**

Specified Lengths of Tubes, Metres	Tolerance, + mm
Up to 7.3 inclusive	+ 3.2
Over 7.3	+ Addl. 3.2 mm for each 3.05 m or fraction thereof up to 13 mm (max.)

**5.3 Squareness of Cut:**

The angle of cut of the end of any tube may depart from square by not more than 0.016 inch / inch of diameter.

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Dt: 16.09.2021					



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**6.0 MANUFACTURE:**

Seamless tubes shall be made from hollow billet by any cold reducing or cold drawing process that will yield a product meeting the requirements of this specification. Seamless tube is produced with a continuous periphery in all stages of manufacturing operations.

**7.0 FINISH OR FREEDOM FROM DEFECTS:**

The finished tube shall be clean and free of foreign material, shall have smooth ends free of burrs and shall be free of injurious external and internal imperfections. Minor defects may be removed, provided the dimensional tolerances of Clause no. 5.2 are not exceeded.

**8.0 SURFACE ROUGHNESS:**

For the inner surface, the roughness in longitudinal direction shall be allowable within Ra=2 microns or Rz=10 microns.

**9.0 CHEMICAL COMPOSITION:**

The analysis of the tube material and the permissible variation in the composition of the finished tube from the limits specified shall be as follows:

Element	(Weight) Percent	Permissible Variation (%) in product analysis
Nitrogen	0.03	+ 0.02
Carbon	0.08	+ 0.02
Hydrogen	0.015	+ 0.002
Iron	0.30	+ 0.15
Oxygen	0.25	+ 0.03
Other elements (Each)	0.1	+ 0.02
Other elements (Total)	0.4	--
Titanium	Remainder	--

Note:

1. Lower hydrogen values may be obtained by negotiation with the manufacturer.
2. Percentage of other elements, each need not be reported unless the concentration level is greater than 0.1% each, or 0.4% total.
3. A residual is an element present in a useful or an alloy in small quantities inherent to the manufacturing process but not added intentionally.
4. Ingot hydrogen need not be reported. Final product hydrogen shall be reported.

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Dt 16.09.2021

Siva Prasad

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**10.0 TEST SAMPLES:**

**10.1 Heat analysis:**

An analysis of each heat shall be made by the tube manufacturer to determine the percentage of the elements.

**10.2 Product analysis**

**10.2.1** An analysis of one length of hollow billet or one tube shall be made of each heat to cross check the analysis of the material.

**10.2.2** If the original test for the product analysis fails, retests of two additional lengths of hollow billets or tubes shall be made. Both retests, if for the element in question shall meet the requirements of the specification, otherwise all remaining material in the heat or lot shall be rejected or at the option of the producer, each length of hollow billet or tube may be individually tested for acceptance. Length of hollow billets or tubes which do not meet the requirements of this specification shall be rejected.

**10.3 Lot:**

Number of tubes in a lot heat treated by continuous process shall be as below:

Size of tube	Size of lot
25.4 mm or less in outside diameter`	not more than 125 tubes
Less than 40 mm but over 25.4 mm	not more than 75 tubes

In outside diameter.

The term lot applied to all tubes prior to cutting of the same nominal diameter and wall thickness which are produced from the same heat. When final heat treatment is in a batch type furnace, a lot shall include only those tubes of the same size and the same heat which are heat treated in the same heat furnace charge. When the final heat treatment is in a continuous furnace a lot as defined above shall include tubes of the same size and heat, heat treated in the same furnace at the same temperature, time at heat and furnace speed.

One tensile, flattening, flaring test per lot shall be conducted.

**11.0 MECHANICAL PROPERTIES:**

When tested in accordance with ASTM E8, the test pieces shall show the following properties in the annealed condition.

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**11.1 Tensile Strength:**

Tensile Strength	:	345 N/mm <sup>2</sup> (min.)
Yield Strength, 0.2% offset	:	275 – 450 N/mm <sup>2</sup>
Elongation in 50 mm gauge length	:	20% min.

**11.2 Flattening Test:**

The tube shall be capable of withstanding without cracking, flattening under a load applied gradually at room temperature until the distance between the load platens is not more than H mm. H is calculated as follows:

$$H = \frac{(1 + e) t}{e + (t / D)}$$

Where

H	=	the min. Flattened height, mm.
t	=	the nominal wall thickness, mm.
D	=	the nominal tube diameter, mm and
e	=	0.07 for all diameters

**11.3 Flaring Test:**

Tubes upto 88 mm outside diameter and upto 3.4 mm in wall thickness and thinner and section of tube approx. 102 mm shall withstand being flared with a tool having 60° included angle until the inner diameter of the tube at the mouth of the flare has been expanded by 20% min. The flared end shall show no visible cracking or rupture.

Flaring tests for larger sizes of tubes shall be as agreed upon between the manufacturer and BHEL.

**12.0 NON DESTRUCTIVE TESTS:**

Unless otherwise specified each tube shall be subjected to the following tests by the manufacturer. Seamless tubing shall be tested with Eddy Current or hydrostatic or pneumatic test.

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**12.1 Eddy Current Testing:**

Test to be performed in accordance with practice E426. The entire volume of the tube shall be tested.

Drilled hole – The calibration tube shall contain three or more holes, equally spaced circumferentially around the tube and longitudinally separated by a sufficient distance to allow distinct identification of the signal from each hole. The holes shall be drilled radially and completely through the tube wall with care being taken to avoid distortion of the tube while drilling. The holes shall not be larger than 0.787 mm in diameter.

**12.2 Ultrasonic testing:**

Test to be performed in accordance with practice E213.

Longitudinal and transverse notches not more than 0.25mm in width and 10% of the nominal tube wall or 0.102mm, whichever is greater, in depth shall be machined on the inner and outer surfaces of the tube. The length of the notch shall not exceed 3.18mm.

**12.3** Any tube showing an indication in excess of that obtained from the calibration standard shall be set aside and be subjected to rework, retest or rejection. A tube thus set aside may be further examined for confirmation of the presence of a defect and may be resubmitted for inspection if no defect is found. Any tube may also be resubmitted for inspection if reworked so as to remove the defect within the specified diameter and wall thickness tolerance specified in clause 5.2.1. Rework by weld repair is not permitted.

**12.4 Hydrostatic test:**

Each tube so tested shall withstand, without showing bulges, leaks, or other defects, an internal hydrostatic pressure that will produce in the tube wall a stress of 50% of the minimum specified yield strength at room temperature. This pressure shall be determined by the following equation.

$$P = SEt / (Ro-0.4t)$$

Where

P = Minimum hydrostatic test pressure, N/mm<sup>2</sup>

S = Allowable fiber stress of one half the minimum yield strength, N/mm<sup>2</sup>

t = Wall thickness, mm

Ro = Outside tube radius, mm

E = 1.0 for seamless tube

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**12.4.1** The maximum hydrostatic test pressure shall not exceed 17.2 N/mm<sup>2</sup> for sizes 76 mm OD and under, or 19.3 N/mm<sup>2</sup> for sizes over 76 mm OD. Hydrostatic pressure shall be maintained for not less than 10 seconds.

**12.5 Pneumatic Test:**

Each tube so tested shall withstand an internal air pressure of 0.69 N/mm<sup>2</sup> minimum for 5 seconds minimum without showing evidence of leakage. The test method used shall permit easy visual detection of any leakage, such as by placing the tube under water or by using the pressure differential method. Any evidence of leakage shall be cause for rejection of that tube.

**13.0 RETEST:**

If the results of any mechanical tests of any lot do not conform to the requirements specified in the Clause no. 11.0, retests shall be made on additional tubes of double the original number from the same lot, each of which shall conform to the requirements specified.

**14.0 QUALITY ASSURANCE REQUIREMENT:**

The manufacturer shall conduct all the tests required to ensure that the tubes offered conform to the requirements of the applicable codes and standards, Manufacturer shall submit a detailed quality plan along with his offer as per the standard format which should include all the tests/checks to be carried out by them at the various stages of manufacturing the item. This quality plan shall be reviewed by BHEL and BHEL reserves the right to ask for any more checks, details if required at the time of Quality Plan finalization. The manufacturer shall manufacture the item as per the quality plan duly approved by BHEL.

**15.0 CHECK LIST;**

The supplier shall fill up the enclosed check list as per Annexure-A and submit the same along with the offer.

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**16.0 DOCUMENTS TO BE FURNISHED:**

The following documents shall be furnished along with the offer:

1. A process chart clearly indicating the sequence of manufacturing.
2. Purchasing specification of mother hollows
3. Heat treatment details.
4. Packing box drawing
5. Quality plan.

**17.0 INSPECTION AT SUPPLIERS WORKS:**

BHEL / its representative shall have free access at all times until work on the contract of BHEL is being performed, to all parts of the manufacture's works. The supplier shall offer BHEL'S representative all reasonable facilities, without charge to satisfy the latter that the material is being furnished in accordance with this specification.

**18.0 TEST CERTIFICATES:**

Four copies of test certificates shall be supplied unless otherwise stated in the order. The test certificate shall bear the following information:

**18.1 BHEL REFERENCES:**

BHEL Order No.

HE 5 1544 (Rev. 01): Seamless Titanium Tubes – Grade 2.

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**18.2 Supplier's References:**

- Supplier's Name
- Test Certificate No.
- Size & Quantity
- Identification Marks
- Process of Manufacture
- Heat Treatment and Batch Number

**18.3 Test Results:**

Results of chemical test / analysis, mechanical and non-destructive tests as per clauses 11 and 12 shall be provided. If specified in Purchase Order, the test certificate shall be attested by BHEL representative / third inspection agency approved by BHEL.

**19.0 PACKING AND MARKING**

Packing shall be as per Standard AA 0490002 **PRESERVATION PACKING AND MARKING HEAT EXCHANGER TUBES.**

**20.0 REJECTION AND REPLACEMENT:**

Material failing to confirm to this specification will be rejected. The supplier shall undertake to replace the rejected material at his own cost.

**21.0 REFERRED STANDARDS:**

Standards referred in this specification:

- 1) ASTM E8
- 2) AA 0490002
- 3) E 426
- 4) E213

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<b>Dt: 16.09.21</b>			<b>Siva Prasad</b>	<b>Subrata Ray</b>	<b>Subrata Ray</b>



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ANNEXURE - A (Clause 15)

CHECK LIST FOR HE 51544 (To be filled by supplier)

- (A) Name of Principal Supplier :
- (B) Name of Indian Agent :
1. Grade of material as per specification : Yes/No
2. Mechanical properties as per specification : Yes/No
3. Annealing : Yes/No
4. NDT Test Offered : Yes/No
- i. Hydrostatic Test : Yes/No
- ii. Air under Water Test : Yes/No
- iii. Eddy Current test : Yes/No
- iv. Ultrasonic lest : Yes/No
5. Test
1. Flattening test : Yes/No
2. Flaring test : Yes/No
6. Finish of tubes
- Inside side surface Ra= 2 microns or : Yes/No
- Rz=10 microns
7. Brief write up on manufacturing : Yes/No
- Process enclosed.
8. Quality plan specified by BHEL complied with : Yes/No
9. Details of previous experience enclosed : Yes/No
- (For new supplier's only).
10. Lifting beam offered. : Yes/No
11. Packing box drawing enclosed. : Yes/No
12. End guides included (Both cuds). : Yes/No
13. Deviation taken (please clearly specify, if any) : Yes/No

Rev. No. 01	Amd.No.01		Prepared	Checked	Approved
Dt 16.09.2021			Siva Prasad	Subrata Ray	Subrata Ray



# CORPORATE STANDARD

AA 049 00 02

Rev. No. 02

PAGE 1 OF 4

## PRESERVATION, PACKING AND MARKING OF HEAT EXCHANGER TUBES

### 1.0 SCOPE:

This standard stipulates the requirements of preservation, packing and marking of ferrous and non ferrous heat exchanger tubes.

### 2.0 PRESERVATION:

#### 2.1 End Caps/Guides:

All the tubes shall be provided with plastic end caps of conical shape on both sides, in order to avoid ingress of water and other foreign matter and to serve as a guide for tube insertion through the support plates during assembly of the Heat exchangers.

A typical figure of the plastic guide is shown in the fig 2 for guidance.

#### 2.2 Rust prevention:

All carbon steel tubes shall be applied with suitable temporary rust preventive on the outer surface of the tubes and required quantity of rust inhibitive powder shall be inserted inside the tubes before end capping.

### 3.0 PACKING:

3.1 The tubes shall be wrapped with polythene sheet in order to avoid movements and rubbing and packed in wooden cases (as an alternate bubble sheet and thermocol also acceptable) with suitable cushioning materials. The bottom of the case shall be rigid to enable the tubes to maintain straightness. Special lifting tackles, including beams, wherever necessary shall be provided with each case to avoid damage during transit. The case shall be fastened with corner metal plates and nailed at all cleats. The reinforcing bolts shall be bound with band steel.

A suitable amount of desiccant such as silica gel shall be placed in each packing box.

3.2 Each package shall be of convenient weight for ease in handling. The weights shall not exceed 2000 kg (Gross) when tubes longer than 7000 mm are ordered.

3.3 The recommended packing case design and the method of packing is illustrated in Fig. No.1 Any alternate method of packing shall be submitted to BHEL for approval.

#### Revisions :

Cl. 18.11.01 of MRC – NFCW+HE

#### APPROVED :

INTERPLANT MATERIAL RATIONALIZATION  
COMMITTEE-MRC (NFCW+HE)

Rev. No. 02

Amd.No.

Reaffirmed

Prepared

Issued

Dt. of 1st Issue

Dt: 15.02.2004

Dt :

Year :

HARDWAR

Corp. R&D

APRIL, 1985

**4.0 MARKING:**

**4.1** Each tube shall be stenciled with the following information:

- a) BHEL order number:
- b) BHEL Specification No.
- c) Melt/Heat No:
- d) Size of tube:
- e) Supplier 's mark

**4.2** A metal label shall be securely attached to each packing case, punched with the following details :

- a) BHEL order number:
- b) BHEL Specification No.
- c) Consignment or Identification No.
- d) Size of the tubes and Total weight
- e) Supplier's Name

**4.3** The packing case shall be marked with the following symbols in order to avoid damage during transit:

- a) A mark indicating UP-DOWN position of the case.
- b) A mark indicating that the case shall not be given any impact.
- c) A mark indicating that the case shall be kept free from contact with moisture.
- d) A mark showing the slinging position.

**5.0 HANDLING AT PORT, SITE, SHOP, ETC., 9INCLUDING TRANSPORTATION):****5.1 Procedure:**

If the tube length is more than 7000 mm invariably beams are ordered by BHEL, two in numbers which are supplied with first consignment by the vendor.

On receipt of consignment at port, boxes and lifting beams shall be inspected. If boxes are found broken, inspection of tubes shall be carried out. Broken box shall be suitably repaired before sending to site. Boxes shall be inspected before loading on the truck/trailer at supplier's works. Repair shall be carried out if required.

Invariably lifting beam shall be used for handling of boxes.

Boxes shall be placed on the floor on supports ( at least 300 mm above the floor). Distance between supports shall not be more than 500 mm. While handling /stacking, vertical direction as marked on the box shall be followed.

Boxes shall be stacked on each other in such a way that are upright, straight and not projecting outside the lower box. Normally not more than 3 boxes shall be kept on each other.



## CORPORATE STANDARD

AA 049 00 02

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PAGE 3 OF 4

### 5.2 Loading of boxes on trailers/trucks:

Preferably trailer shall be of flat floor and its length shall not less than the box. However, in case it is not feasible, following is recommended:

<u>Box length max. in metres</u>	<u>Floor length not less than in metres</u>
20	18.5
15	14
10	9.5
8	7.6

In case, the floor of trailer/truck is not flat, following procedure shall be adopted:

- Packers of suitable strength shall be placed on the floor such that when boxes are placed, the packer's bottom of the boxes is horizontal.
- Packers shall be placed such that at the driver end, the box projects maximum 300 mm from the support and on the opposite end, it is 300 mm less than end of the floor such that total projection from last support shall not be more than as specified above.
- Boxes shall be placed on each other as specified in clause 5.1. The each vertical row shall be secured tight using ropes /wires and tightened with each other and secured with the trailer floor suitably. The gap between the tightening rope/wire shall not be more than 2 metres.
- Out of two lifting beams, one number shall be sent with first consignment and the second lifting beam with the last consignment.
- Boxes shall be covered with tarpaulin and tightened suitably so as to prevent seepage of water.

### 5.3 Receipt at site:

The boxes shall be again inspected at the site for any breakage, if found shall be reported back to concerned unit.

The boxes from trailer/truck shall be lifted using lifting beam only supplied with the first and last consignment and stacked in the store in line with clause 5.1.

The boxes shall be covered with tarpaulin to prevent water seeping in the boxes.

### 6.0 REFERRED STANDARDS (LATEST PUBLICATIONS INCLUDING AMENDMENTS):

NIL

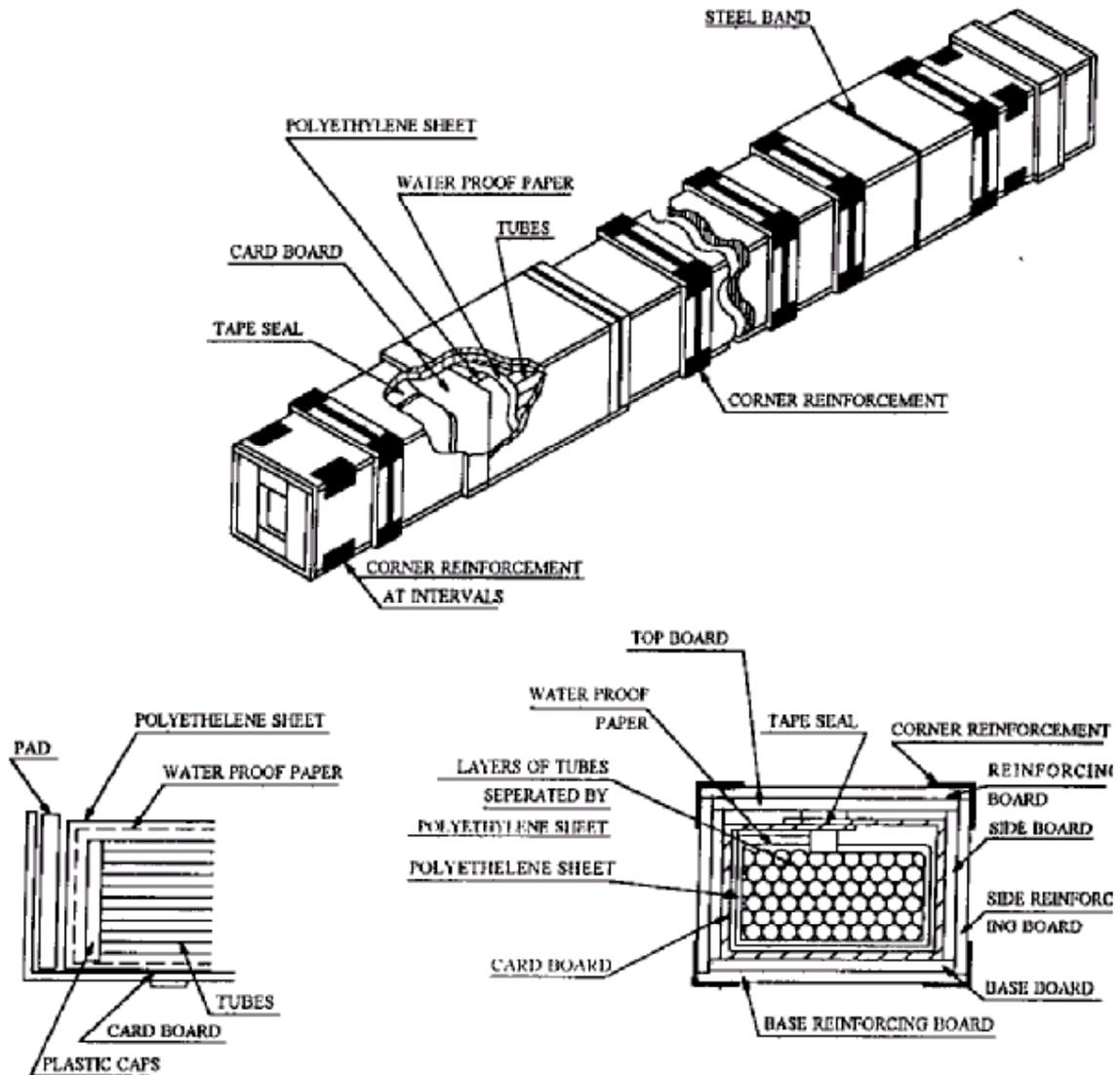


FIG. 1 TYPICAL PACKING OF HEAT EXCHANGER TUBES

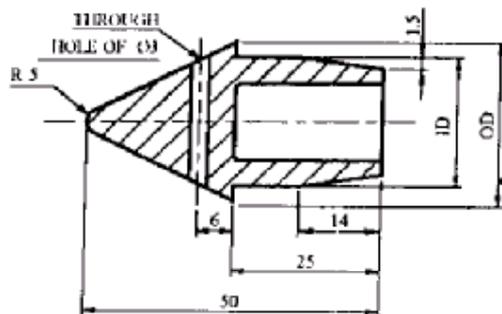


FIG. 2 TYPICAL DRAWING OF CAP FOR TUBE END

(All dimensions are in mm)

**Guidelines for Indian Agents of Foreign Suppliers**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
  - 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
  - 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
    - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
    - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
    - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
  - 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
    - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
    - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
    - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
  - 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
  - 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

**Annexure-B**

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

\* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

<b>SEARP (SRF) Clause No</b>	<b>Detail</b>
	<b>Name &amp; address of the firm</b>
<b>1.0</b>	<b>Products/ Systems / Services being considered for</b>
<b>2.0</b>	<b>General Information</b>
2.2	Name of Chief Executive
2.3	Details of authorized signatory
<b>3.0</b>	<b>Ownership Information</b>
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> <li>• <i>Attach <b>authorization letter</b> and <b>agency agreement</b> from Principal ( from whom capital equipment is procured)</i></li> <li>• <i>Attach copy of declaration from Foreign Principal for <b>total guarantee/ warranty of indigenous supplies</b></i></li> </ul>
3.3	Year of establishment
3.4	Year of commencement of business
<b>4.0</b>	<b>Registration particulars</b>
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
<b>5.0</b>	<b>Organisational strength</b>
<b>6.0</b>	<b>Other particulars</b>
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
<b>9.0</b>	<b>Financial information</b>
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less )

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## Business Rules for Reverse Auction

### Annexure – I

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This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of *{item name}* through Reverse Auction mode. BHEL has made arrangement with M/s. *{Service provider}*, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

#### 1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

**2. Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on *{date}*: *{start time}*: *{Close Time}*: *}*.

**3. Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes,

# Guidelines for Reverse Auction – 2021

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## Business Rules for Reverse Auction

### Annexure – I

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for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. 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.

6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

# Guidelines for Reverse Auction – 2021

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## Business Rules for Reverse Auction

### Annexure – I

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7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
  8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
  9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
  10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
  11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

# Guidelines for Reverse Auction – 2021

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## Business Rules for Reverse Auction

### Annexure – I

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- 12.** Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

- 13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
- 14.** M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the
-

# Guidelines for Reverse Auction – 2021

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## Business Rules for Reverse Auction

### Annexure – I

---

Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
  - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
  - b. Bid Placed by the bidder
  - c. Start Price
  - d. Decrement value
  - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with

# Guidelines for Reverse Auction – 2021

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## Business Rules for Reverse Auction

### Annexure – I

---

intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {*Service provider*}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.

# Guidelines for Reverse Auction – 2021

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## Mandate to Service Provider

## Annexure – II

**Ref :**

**Date :**

To,

M/s. {Service provider}

Sub: Providing of Services for Reverse Auction.

Ref: No {...} date {...}

Dear Sir,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.
- Seek process compliance form from all the bidders provided by BHEL before start of RA event. In case of postponement of event to some other date, ensure acknowledgement from each bidder.
- Price: Rs. {.....}/- . No other duties, Taxes, levies etc. except service tax @ {.....}% shall be payable for conducting reverse auction. This price is firm.
- Payment Terms: 100% payment after successful completion of Auction.
- Start Price: L1 as per the CST (Comparative statement) of the envelope sealed bid shall be marked as L1 automatically by the system at the start of the auction, provided the L1 bidder participates in the RA by submitting the process compliance form. In case the Process Compliance form is not submitted by the L1 bidder, still its price has to be mapped as start price of RA for further bidding in RA.

Wherever there are more than one L1 in CST, the start price shall be the L1 price reduced by one decrement and the same shall be accepted by the interested bidder(s) for start of RA process.

- Completion of Auction Process: The auction process shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy/ email of the final bid with price break up, duly signed by the successful bidder who has participated in the reverse auction. The bill shall be submitted along with the completion report to the undersigned.
- Business Rules of the Reverse Auction are as per Annexure – I.
- The list of bidders with their contact details is given in Annexure – IV. and the details of the item (s) to be Reverse Auctioned are as per Annexure – V.
- Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. {Service provider}) including hard copy/ email of the final bid with breakup of prices duly signed by the successful bidder (duly endorsed by M/s. {Service provider}) shall be submitted within **four** working days of conclusion of auction.

**Yours sincerely,**

(for and on behalf of BHEL)

# Guidelines for Reverse Auction – 2021

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## Mandate to Service Provider

## Annexure – II

**Note:**

If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.

<b>Buyer Name</b>	<ul style="list-style-type: none"><li>- Name of BHEL Unit</li><li>- Full postal address</li><li>- Fax:</li><li>- Phone:</li><li>- Email:</li><li>- Contact person name:</li><li>- Phone:</li><li>-</li></ul>
<b>Auction to be conducted by</b>	<ul style="list-style-type: none"><li>- Name of Service provider</li><li>- Full postal address</li><li>- Fax:</li><li>- Phone:</li><li>- Email:</li><li>- Contact person name:</li><li>- Phone:</li><li>-</li></ul>
<b>Date of Auction</b>	<ul style="list-style-type: none"><li>- Date of Auction</li><li>- Reverse auction time:</li><li>- Auction website:</li><li>-</li></ul>
<b>Documents Attached: (To be sent to the bidders)</b>	<ol style="list-style-type: none"><li>1) Business rules for Reverse Auction (<u>Annexure-I</u>)</li><li>2) Process Compliance Form (<u>Annexure-III</u>)</li><li>3) Details of item (s) to be Reverse Auctioned (<u>Annexure-V</u>)</li><li>4) Post RA Price confirmation by bidder (<u>Annexure-VI</u>)</li></ol>

# Guidelines for Reverse Auction – 2021

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## Process Compliance Form

### Annexure – III

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**(The bidders are required to print this on their company's letterhead and sign, stamp before RA)**

To

- M/s. {Service provider}
- Postal address}

### **Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....} This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - VI within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- **Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.**

## Guidelines for Reverse Auction – 2021

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### List of bidders and their address/ contact person details

#### Annexure – IV

---

<b>Sl. No.</b>	<b>Address</b>	<b>Contact Person</b>
1	<ul style="list-style-type: none"><li>- Name of bidder</li><li>- Full postal address</li><li>- Fax:</li><li>- Phone:</li><li>- Email:</li></ul>	<ul style="list-style-type: none"><li>- Contact person name:</li><li>- Phone:</li><li>- Email:</li></ul>
2		
3		
..		
..		

# Guidelines for Reverse Auction – 2021

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Dated: 08.03.2021

## Details of item (s) for Reverse Auction

Annexure – V

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1. *{Details of items including quantity, specification, Enquiry no. & date*

1.

2.

..

..

..

}

# Guidelines for Reverse Auction – 2021

Doc. No. AA:SSP:RA:05  
Dated: 08.03.2021

## RA price confirmation and breakup (To be submitted by L1 bidder after completion of RA)

Annexure – VI

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**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL  
{Unit-  
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs. {\_\_\_ in value & in words \_\_\_\_\_} for item(s) covered under tender enquiry  
No. {...} dt. {...}**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District, {.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {\_\_\_ in nos. & in words \_\_\_} days.

The price break-up is as given below.

Total =====  
- Rs. **in value & in words**  
=====

Yours sincerely,

For \_\_\_\_\_

**Name:**  
**Company:**  
**Date:**  
**Seal:**