



Bharat Heavy Electricals Limited

Heavy Equipment Repair Plant

Tarna Shivpur Varanasi-221003

website: <https://herp.bhel.com>

Enquiry Number : **E-304-24-0093-61-1** Date : **02/May/2024**

Enquiry For Material :-

| SI No | Material Description | Material Code | Quantity | Unit |
|-------|---|---------------|----------|------|
| 1 | UPPER BEARING KEEPER (HY-1101.04) - AS PER DRG. HY-1101.04.C WITH MATL. AA19511/09 | RV1910101134 | 21.0 | NOS |
| 2 | AIR SEAL RING UPPER (HY-1102.17) - AS PER DRG. HY-1102.17.C WITH MATL. AA19511/09 | RV1910101142 | 21.0 | NOS |

Remarks

(A) SUPPLY CONDITION :

1. ITEM TO BE SUPPLIED AT BHEL HERP STORES.
2. PRE-DESPATCH INSPECTION WILL BE CARRIED OUT AS PER QUALITY PLAN RV/C&F/119 REV-00 AT PARTY'S WORKS BY BHEL REPRESENTATIVE.

B) TECHNICAL DELIVERY CONDITION:

1. MATERIAL SHOULD BE AS PER SPECN.AA19511/09.
2. DIMENSIONS AND TOLERANCES TO BE MAINTAINED AS PER DRG.
3. CASTING SHOULD BE FREE FROM ALL DEFECTS.
4. ALL THE TECHNICAL NOTINGS MENTIONED IN THE RESPECTIVE DRGS. SPECIFICATION & QUALITY PLANS SHOULD BE STRICTLY FOLLOWED.
5. HEAT TREATMENT CHART IS REQUIRED.
6. DIMENSIONS REPORT IS REQUIRED.
7. CASTING SHOULD BE PROPERLY FETTLED.

(C) TEST CERTIFICATE : REQUIRED FOR CHEMICAL & MECHANICAL PROPERTIES OF RAW MATL. UT & DP REPORT REQUIRED AS PER QP.

(D) GUARANTEE CERTIFICATE : REQUIRED FOR 24 MONTHS AGAINST ANY MANUFACTURING DEFECTS FROM THE DATE OF RECEIPT AT BHEL HERP.

(E) PACKING CONDITION : LOOSE

(F) DELIVERY IS REQUIRED WITHIN 04 MONTHS FROM PO DATE. HOWEVER EARLY DELIVERY IS ACCEPTABLE.

(G) ALL OTHER TERMS CONDITIONS AS PER GTC.

**AMENDMENT - NOTIFICATION**

AA 085 01 05

Rev.No. 01

PAGE 1 OF 2

AA 085 01 05 : ULTRASONIC EXAMINATION, ACCEPTANCE STANDARDS AND CLASSIFICATION OF STEEL CASTINGS FOR HYDRO-TURBINES, HYDRO-GENERATORS & MOTORS

PAGE 4 OF 7; Cl 10.0 ACCEPTANCE STANDARD :

The following table along with Note is added at the end of Page (i.e below Cl 10.4)

| Ultrasonic testing Quality level | Area in ² (cm ²) | Max Length in (mm) |
|-------------------------------------|---|-------------------------|
| 1 | 0.8 (5) | 1.5 (40) |
| 2 | 1.5 (10) | 2.2 (55) |
| 3 | 3.0 (20) | 3.0 (75) |
| 4 | 5.0 (30) | 3.9 (100) |
| 5 | 8.0 (50) | 4.8 (120) |
| 6 | 12.0 (80) | 6.0 (150) |
| 7 | 16.0 (100) | 6.9 (175) |

Please see Instructions on the reverse

| Ref : | Amd. No. | Approved | Issued | Date | Cum.Sr.No. |
|---|----------|-----------|----------|--------|------------|
| TSD / SM / 762 dt 04.01.99 from Bhopal | 01 | WG NDT | Corp.R&D | 1.2.99 | A 2505 |



AMENDMENT - NOTIFICATION

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Note :

1. The areas in the table refer to the surface area on the casting over which a continuous indication exceeding the amplitude reference line of a continuous loss of back reflection of 75 % or greater is maintained.
2. Areas shall be measured from the centre of the search unit.
3. In certain castings, because of very long test distances or curvature of the test surface, the casting surface area over which a given discontinuity is detected may be considerably larger or smaller than the actual areas of the discontinuity in the casting, in such cases a graphic plot that incorporates the consideration of beam spread should be used for realistic evaluation of the discontinuity.

Please see Instructions on the reverse

| Ref : | Amd. No. | Approved | Issued | Date | Cum.Sr.No. |
|---|----------|-----------|----------|--------|------------|
| TSD / SM / 762 dt 04.01.99 from Bhopal | 01 | WG NDT | Corp.R&D | 1.2.99 | A 2505 |



CORPORATE STANDARD

AA 085 01 05

Rev. No. 01

PAGE 1 OF 7

ULTRASONIC EXAMINATION, ACCEPTANCE STANDARDS AND CLASSIFICATION OF STEEL CASTINGS FOR HYDRO-TURBINES, HYDRO-GENERATORS & MOTORS

1.0 SCOPE:

This standard deals with the ultrasonic testing procedure, acceptance standards and classification of steel castings for hydro-turbines, hydro-generator and electrical motors.

This standard is not applicable for Austenitic castings.

2.0 STAGE OF EXAMINATION:

Ultrasonic examination shall be generally carried out after heat treatment and rough machining of the castings, as called for in the order/drawing. Ultrasonic examination shall be repeated after weld rectification, if any.

3.0 SURFACE PREPARATION:

Smooth "as cast" surface free from adhered or fused sand and irregularities is adequate for ultrasonic examination. Loose scales and excessive surface irregularities such as that caused by removal of runner and riser shall be ground off. While grinding care shall be taken to avoid surface undulations which would interfere with probe contact. To improve coupling efficiency of as cast surfaces or to remove rust or paint, shot blasting or sand-blasting may be carried out. Rough machined surfaces should have a minimum surface finish of 6.2 microns.

4.0 PERSONNEL REQUIREMENT:

Personnel performing the non-destructive examination and evaluation shall be qualified to the recommended practice SNT - TC - 1A or any other recognised practice.

5.0 EQUIPMENT CHARACTERISTICS:

5.1 Frequency range:

The equipment shall be capable of operating over a frequency range of at least 0.5 to 6 MHz.

Revisions:
Cl 12.8.2 of MOM of WG-NDT

Approved:
INTERPLANT
STANDARDIZATION COMMITTEE - (WG-NDT)

| | | | | | |
|--------------|---------|------------|-----------------------------|---------------------|-----------------------------|
| Rev. No. 01 | Amd.No. | Reaffirmed | Prepared CFFP HARDWAR | Issued CORP. R&D | Dt. of 1st Issue JAN '95 |
| Dt. 15-12-97 | Dt. | Year: | | | |

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5.2 CRT Screen Presentation:

"A" scan presentation shall be used. The trace shall be well defined, easy to read and associated with permanent graticule scale marking for both range and amplitude.

5.3 Screen Height Linearity:

The amplifier shall be linear within $\pm 5\%$ upto at least 75% of full screen height and any deviation above this should be known to the operator. Suppression affects linearity and the effect of suppression over full range should be recorded.

5.4 Amplitude Control Linearity:

The equipment shall contain a signal attenuator or calibrated gain control that shall be accurate over its useful range to $\pm 20\%$ of the useful range (20% to 80% of screen height)

5.5 Linearity Of Time Base:

The time base shall be linear as far as possible and non-linearity should not exceed 2% of the full scale graticule reading.

5.6 Resolution:

The resolution of probe and flaw detection apparatus shall be such as to show separately the indication from three reflecting surfaces of the vertical grooves in the IIW 'V1' block.

5.7 Sensitivity of the Equipment:

The sensitivity of the equipment shall be checked with the longitudinal wave probe used by placing the probe on the metalised surface of the plastic insert of IS 4904/ IIW test block. The minimum number of multiple echoes from the plastic insert at full gain setting shall be as given below:

| <u>Frequency range, MHz</u> | <u>Number of multiple echoes</u> |
|-----------------------------|----------------------------------|
| 1 | 5 |
| 2 | 4 |
| 4 to 6 | 2 |

6.0 COUPLANT:

To ensure adequate transmission of ultrasonic energy between probe and casting, a suitable couplant having good wetting characteristics shall be used. Oil, glycerin or polycell paste may be used. For better adoption of cast surfaces, a thin protective plastic cover over the longitudinal probe is recommended.

**7.0 SEARCH UNIT:**

- 7.1 Longitudinal wave internally grounded having a 1/2 to 1 in (13 to 25 mm) diameter or 1 in (25 mm) square piezo-electric elements. Based on the signal to noise ratio of the response pattern of the casting a frequency in the range from 1 to 5 MHz shall be used. The back ground noise shall not exceed 25% of the distance amplitude correction curve (DAC). Transducers shall be utilized at their rated frequencies.
- 7.2 Dual-Element, 4 MHz 1/2 by 1 in (13 by 25 mm), 12° included angle search units are recommended for sections 1 in (25mm) and under.
- 7.3 Other frequencies and sizes of search units may be used for evaluating and pin pointing indications.

8.0 TESTING PROCEDURE:**8.1 Selection of Probes:**

For all ultrasonic examinations, the highest frequency compatible with the size, metallurgical condition and thickness of the casting shall be used.

8.2 Testing Techniques:

While selecting testing technique the following factors must taken into account:

- i. Type, orientation, position and incidence of defects likely to be encountered in the casting under consideration.
- ii. Thickness and profile of the section.
- iii. Structural condition.

All parts of the casting surface where a contact probe can be used, shall be tested by overlapping scans 15% with normal beam probes, irrespective of casting geometry and availability of reference back echo. Normal beam probe of 1 to 5 MHz frequency shall be used.

9.0 EQUIPMENT CALIBRATION:**9.1 Depth Range:**

The depth range of the equipment shall be adjusted for normal and shear wave probes using known thickness of the casting or standard calibration block. When latter is used, velocity difference, if any, should be taken into account.

9.2 Sensitivity:

The scanning sensitivity of the apparatus shall be adjusted using either DGS diagram or standard test block with flat bottomed hole so that maximum acceptable equivalent defect will give an indication height of 75% of screen height +6 db. When test block is used for sensitivity calibration, distance amplitude curve shall be plotted on CRT screen to facilitate correct defect size assessment. While estimating the size of the defect compensation shall also be made for the difference in the surface condition and attenuation in the test block and casting.

10.0 ACCEPTANCE STANDARD:

Following reference blocks shall be used for ultrasonic examination.

- A. Calibration block as indicated in Fig.1 shall be used for normal beam scanning.
- B. Calibration block as indicated in Fig.2 shall be used for double crystal probe scanning.
- C. Calibration block as indicated in Fig.3 shall be used for angle beam scanning.

10.1 Acceptance criterion for quality levels are specified in the table given below. Applicable quality level/ levels shall be specified in the drawing or the purchase order. Applicable quality level for weld zones, bearing seating areas, deep machining zones, etc., shall be clearly specified in the drawing.

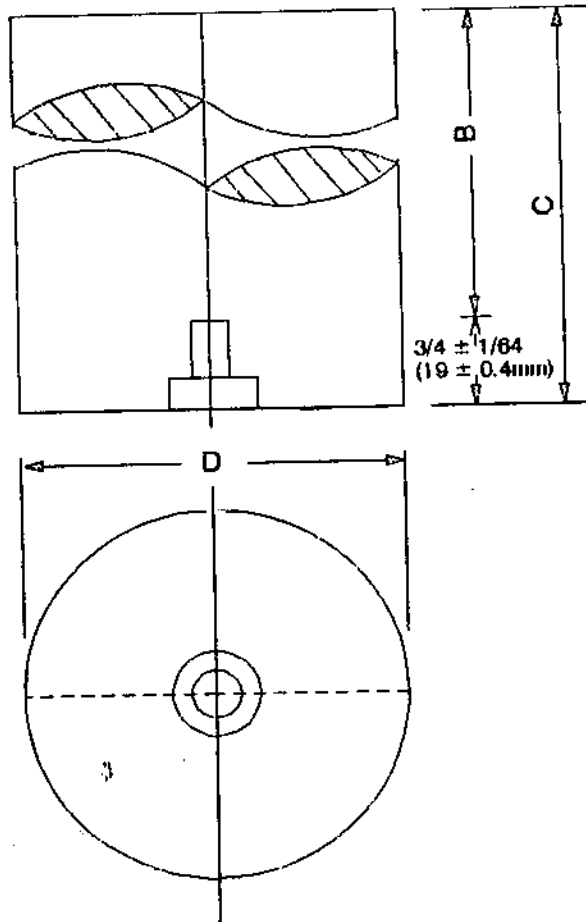
10.2 No indication equal to or greater than DAC over an area specified for applicable quality level of Table 1.

10.3 Indications producing a continuous response equal to or greater than DAC with a dimension exceeding a maximum length shown for the applicable quality level shall be unacceptable.

10.4 No reduction of back reflection of 75% or greater that has been determined to be caused by a discontinuity over an area specified for the applicable quality level of Table.1



FIG. 1 Ultrasonic Standard Reference Block



Notes:

1. Opposite ends of reference block shall be flat and parallel within 0.001 in (0.025 mm)
2. Bottom of flat-bottom hole shall be flat within 0.002 in (0.050 mm) and the finished diameter shall be $1/4 + 0.002$ in ($6.4 + 0.050$ mm)
3. Hole shall be straight and perpendicular to entry surface within $0^\circ, 30$ min. and located within $1/32$ in. (0.80 mm) of longitudinal axis.
4. Counter bore shall be $1/2$ in. (13mm) diameter by $1/8$ in (3 mm) deep.

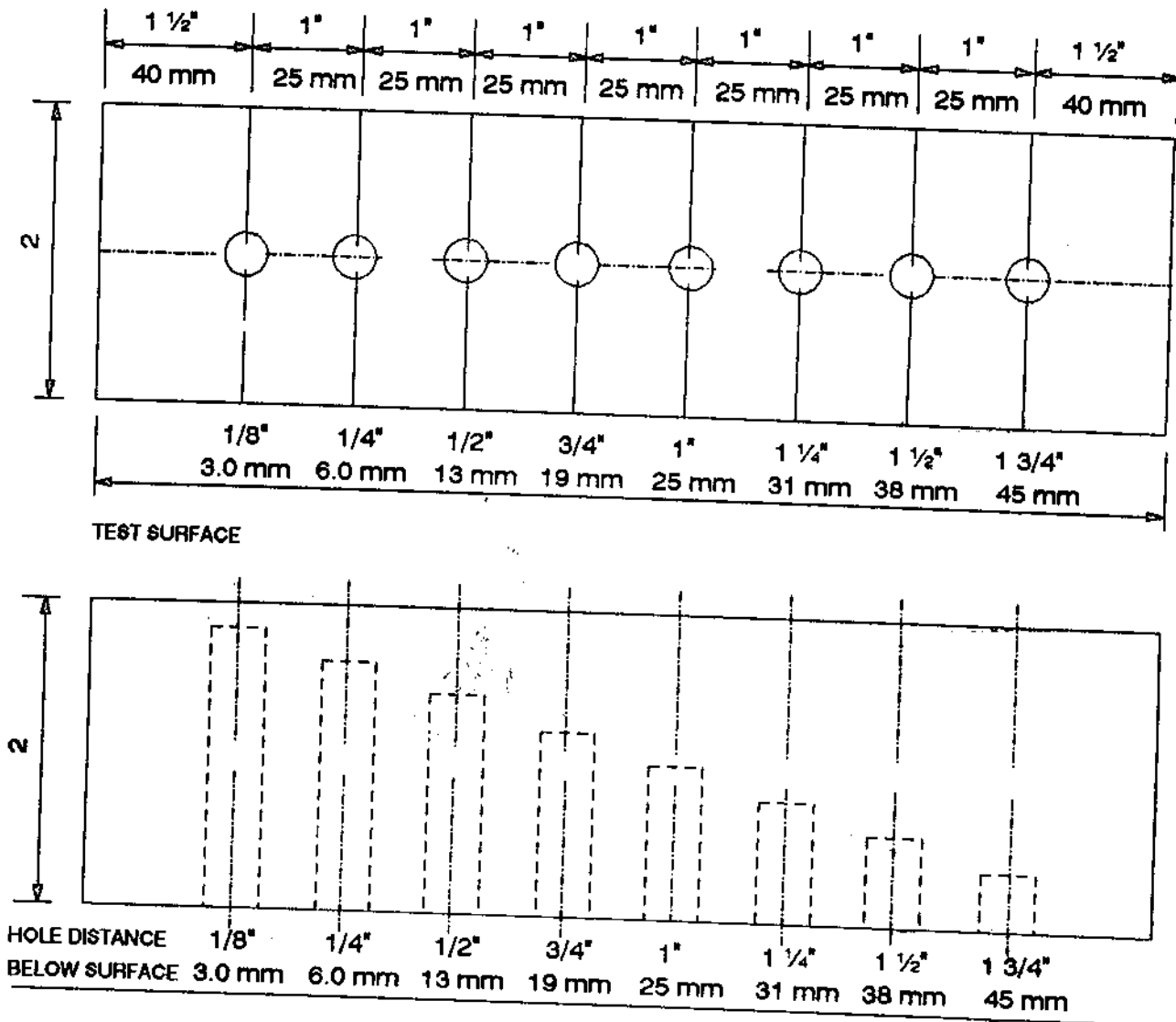
Dimensions and Identification of Reference blocks in the basic set (See Fig. 1)

| Hole diameter, in 1/64ths. in. (mm) | Metal distance (B) ^A in. (mm) | Overall length C in. (mm) | Width or diameter D min. in. (mm) | Block Identification number |
|-------------------------------------|--|---------------------------|-----------------------------------|-----------------------------|
| 16(6.30) | 1(25) | 1 3/4(45) | 2(50) | 16-0100 |
| 16(6.30) | 2(50) | 2 3/4(70) | 2(50) | 16-0200 |
| 16(6.30) | 3(75) | 3 3/4(95) | 2(50) | 16-0300 |
| 16(6.30) | 6(150) | 6 3/4(170) | 3(75) | 16-0600 |
| 16(6.30) | 10(255) | 10 3/4(275) | 4(100) | 16-1000 |
| 16(6.30) | B | B + 3/4 (B + 20) | 5(125) | 16-B00 ^B |

A - Tolerance $\pm 1/8$ in. (3 mm)

B - Additional supplemental blocks for testing thickness greater than 10in. (250 mm).

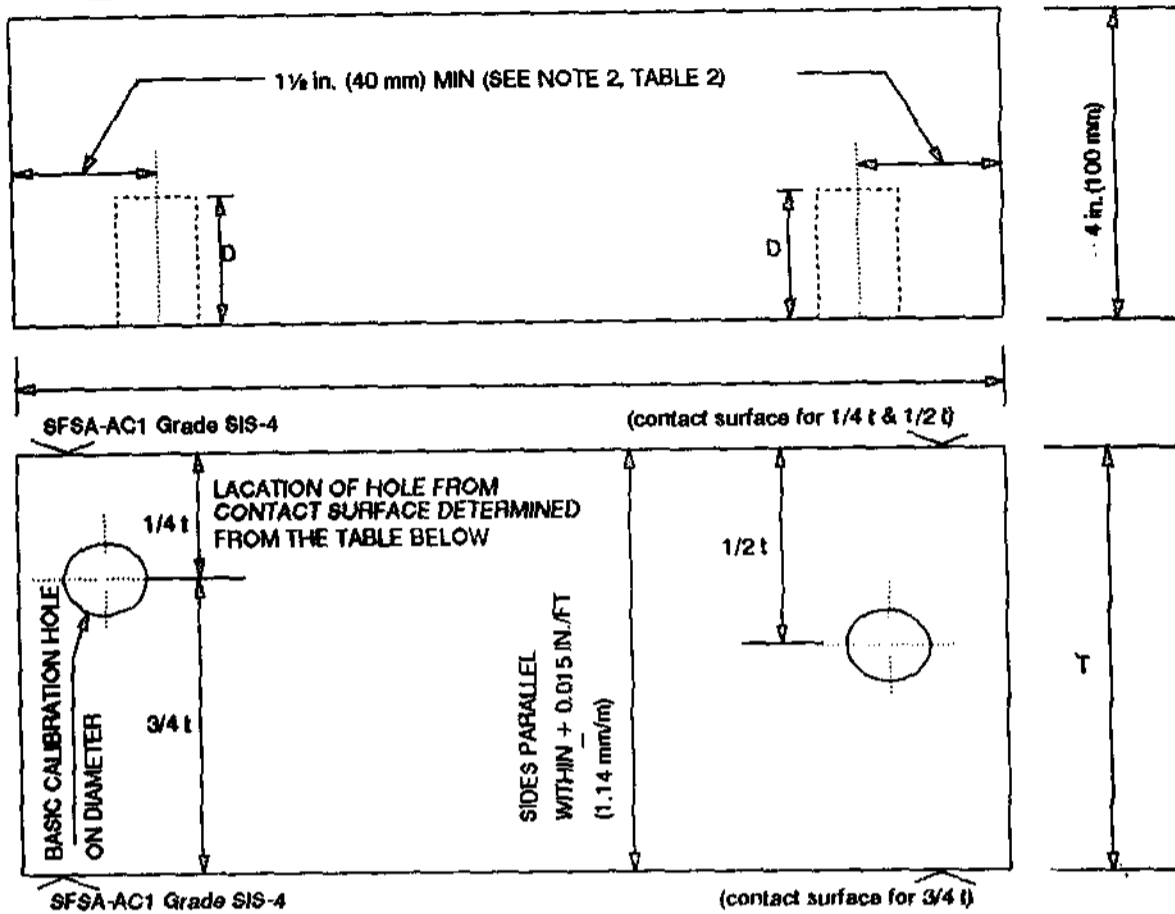
FIG. 2 Ultrasonic Standard Reference Block for Dual-Search Unit Calibration



- Note 1: Entrant surface shall be 250 μ in. (6.3 μ m) or finer.
- Note 2: The 3/32 in. (2.4 mm) flat bottom hole must be flat within 0.002 in. (0.050 mm). Diameter must be within +0.005 in. (0.13 mm) of the required diameter. Hole axis must be perpendicular to the block and within an angle of 0°, 30 min.
- Note 3: Hole shall be plugged following checking for ultrasonic response.

| in. | (mm) | in. | (mm) |
|-----|------|-------|-------|
| 1/8 | (3) | 1 1/4 | (32) |
| 1/4 | (6) | 1 1/2 | (38) |
| 1/2 | (13) | 1 3/4 | (44) |
| 3/4 | (19) | 2 | (50) |
| 1 | (25) | 10 | (254) |

FIG. 3 Basic Calibration Block for Angle Beam Examination



- L = Length of block determined by the angle of search unit and the vee-path used
- T = Thickness of basic calibration block (see table 2)
- D = Depth of the side drilled hole (see table 2)
- d = Diameter of the side drilled hole (see table 2)
- t = nominal production material thickness.

TABLE 2: Dimensions of Calibration Blocks for Angle-Beam Examination

- Note 1: For each increase in thickness of 2 in. (50 mm) or a fraction thereof the hole diameter shall increase 1/25 in. (1.0 mm)
- Note 2: For block size over 3 in. (75 mm) in thickness, 'T', the distance from the hole to the end of the block shall be 1/2 T min. to prevent coincident reflections from the hole and the corner. Block fabricated with a 2 in. (50 mm) min. dimension need not be modified if the corner and hole indications can be easily resolved.

| Nominal production material thickness (t), in. (mm) | Basic Calibration Block thickness (T) in. (mm) | Hole Diameter (d) in. 1.002 (mm ± 0.05) | Minimum depth (D) in. (mm) |
|---|--|---|----------------------------|
| Upto 1 (25) incl. | 1 (25) or t | 3/32 (2.4) | 1 1/2 (40) |
| Over 1 to 2 (25-50) | 2 (50) or t | 1/8 (3.2) | 1 1/2 (40) |
| over 2 to 4 (50-100) | 4 (100) or t | 3/16 (4.8) | 1 1/2 (40) |
| over 4 to 6 (100-150) | 6 (150) or t | 1/4 (6.3) | 1 1/2 (40) |
| over 6 to 8 (150-200) | 8 (200) or t | 5/16 (7.9) | 1 1/2 (40) |
| over 8 to 10 (200-250) | 10 (250) or t | 3/8 (9.5) | 1 1/2 (40) |
| over 10 (250) | t | See Note 1 | 1 1/2 (40) |



ACCEPTANCE STANDARDS FOR LIQUID PENETRANT EXAMINATION OF AUSTENITIC FORGINGS

1.0 SCOPE:

- 1.1 This standard covers the 'Acceptance Standards For Liquid Penetrant Examination Of Austenitic Forgings'.
- 1.2 The procedure for liquid penetrant examination shall be as per Corporate Standard AA 085 01 31: Procedure For Liquid Penetrant Examination.

2.0 ACCEPTANCE STANDARDS:

- 2.1 The following relevent indications are UNACCEPTABLE.
 - 2.1.1 Any linear indication greater than 2 mm long for materials below 50 mm thick and 4 mm long for materials of 50 mm and greater thickness.
 - 2.1.2 Rounded indications with dimensions greater than 3 mm.
 - 2.1.3 Four or more indications in a line separated by 2 mm or less edge to edge.
 - 2.1.4 Ten or more indications in any 225 sq.cm. of an area whose major dimension is not more than 150 mm with the dimensions taken in the most unfavourable locations being evaluated.

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| | | | | | |
|-------------|-----------|-----------|--|---------------------|------------------|
| Revisions : | | | Approved : INTERPLAN 1 STANDARDIZATION COMMITTEE- WG (NDT) | | |
| Rev. No. | Rev. Date | Revised : | Prepared HYDERABAD | Issued CORP. R&D | Date SEP. '87 |



CORPORATE STANDARD

AA 085 01 31

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PROCEDURE FOR LIQUID PENETRANT EXAMINATION

1.0 SCOPE:

1.1 This standard details the procedure for liquid penetrant examination of non-porous ferrous and non-ferrous and non-metallic materials such as ceramics, plastics, glass, etc.

1.2 Typical surface discontinuities detectable by this method are cracks, seams, laps, cold shuts, porosity, laminations, etc.

1.3 This standard conforms substantially with ASTM E 165 — 1980 — ~~(Reapproved 1989)~~ and ASME code section V, Article 6.

2.0 PERSONNEL REQUIREMENT:

Personnel performing non-destructive examination and evaluation shall be qualified to the recommended practice SNT-TC-1A or any other recognised practice.

3.0 DESCRIPTION:

In principle a liquid penetrant is applied to the surface to be examined and allowed to enter discontinuities, excess penetrant removed, the part dried and a developer applied. The developer functions both as a blotter to absorb penetrant that has been trapped in discontinuities and as a contrasting back ground to enhance the visibility of penetrant indications.

4.0 APPROVED METHODS & MATERIALS:

4.1 Either a colour contrast or fluorescent penetrant method may be used. Any one of the following penetrants shall be used:

- (a) Solvent Removable
- (b) Post Emulsifying
- (c) Water Washable

4.2 For nickel base alloys and/or for stainless steel materials used in nuclear components the penetrant materials, cleaner, penetrant developer, etc., used shall not contain sulphur or halogen above 1% by weight.

4.3 Selection of liquid penetrant material shall be from the same family (brand). Inter-mixing of family of liquid penetrant materials is not allowed.

5.0 PROCEDURE:

5.1 Surface Preparation:

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Revisions:

Cl.7.10 of MOM of WG(NDT)

INTERPLANT
STANDARDIZATION COMMITTEE - WG
(NDT)

Rev. No. 02

Amd. No. 01

Reaffirmed

Prepared

Issued

Date

DT. NOV. '92

DT. 19.3.94

Year. 1998

CORP. R&D

CORP. R&D

SEP. '79

CS-757



- 5.1.1 Surface preparation by grinding or machining or other method may be employed where surface irregularities may mask indications of unacceptable discontinuities.
- 5.1.2 The surface to be examined and all adjacent areas within at least 25 mm shall be dry and free from any dirt, lint, scale, rust, welding flux, weld spatter, grease, oil or other extraneous matter that could obscure surface openings or otherwise interfere with examination.
- 5.1.3 The surface to be examined shall be cleaned with detergents, organic solvents, descaling solutions or paint removers. Degreasing and ultrasonic cleaning may be employed to increase cleaning efficiency. Cleaning method employed is an important part of the examination procedure. Cleaning solvents shall meet the requirements of Cl.4.2.

Caution: Blasting with shot or dull sand, rotofinishing, buffing, wire brushing the soft material or machining with dull tools shall not be used as they maypeen the discontinuities at the surface.

5.2 Drying:

Drying, after cleaning the surface to be examined, shall be accomplished by normal evaporation or with forced hot air, as appropriate. A minimum period of time shall be established to ensure that the cleaning solution has evaporated prior to application of the penetrant.

5.3 Application Of Penetrants:

- 5.3.1 The penetrant shall be applied by dipping, brushing or spraying. If the penetrant is applied by spraying using compressed air type apparatus, filters shall be placed at the air inlet to preclude contamination of penetrant by oil, water or dirt sediment that may have collected in the lines. Spraying should only be performed in a booth equipped with exhaust system.
- 5.3.2 The length of penetration time is critical and depends upon the material being inspected, the process through which it has passed and the type of discontinuities expected. The recommended penetration time is given in Table 1.
- 5.3.3 The temperature of the penetrant and the surface of the part to be examined shall not be below 10°C(50°F) nor above 50°C(125°F) throughout the examination period. Local heating or cooling is permitted provided the temperatures remain in the range of 10 to 50°C during the examination. Where it is not practical to comply with these temperature limitations, other temperatures and times shall be used provided the procedures are qualified as described in Annexure-I.

5.4 Removal Of Excess Penetrant:

After the penetration time specified in the procedure has elapsed, any penetrant remaining on the surface shall be removed, taking care to minimise removal of penetrant from discontinuities.



5.4.1 Postemulsifying Penetrants:

The emulsifier shall be applied by spraying or dipping. The emulsifying time shall not exceed 5 minutes. After emulsification, the mixture shall be removed by water spray.

5.4.2 Solvent Removable Penetrants:

Excess penetrant shall be removed by wiping with a cloth or absorbent paper repeating the operation until most traces of penetrants have been removed. The remaining traces shall be removed by wiping the surface lightly with cloth or absorbent paper moistened with solvent.

Caution: Care shall be taken to avoid excess solvent as this may remove penetrants from discontinuities. Flushing the surface with solvent following the application of the penetrant and prior to developing is prohibited.

5.4.3 Water Washable Penetrants:

Excess water washable penetrant shall be removed with a water spray. The water pressure shall not exceed 0.35 N/mm² (50 Psi) and the water temperature shall not exceed 43.3°C (110°F).

5.5 Drying:

Surface shall be dried before the application of developer.

- 5.5.1 a) If postemulsifying or water washable method is used, the surface shall be dried by blotting with clean materials or by using circulating warm air, provided the temperature of the surface is not raised above 50°C (125°F).
- b) For solvent removable method, the surface may be dried by normal evaporation, blotting, wiping or forced air.

5.6 Application Of Developer:

The developer shall be applied as soon as possible after the removal of the excess penetrant. Two types of developer, dry or wet, shall be used with fluorescent penetrant. With colour contrast penetrants, only wet developer shall be used.

5.6.1 Application Of Dry Developer:

Dry developer shall be applied by a soft brush, a hand operated powder bulb or a powder gun or other means provided the powder is dusted evenly over the entire surface being examined.

5.6.2 Application Of Wet Developer

Prior to applying suspension type wet developer to the surface, the developer must be thoroughly agitated to ensure adequate dispersion of suspended particles.

(a) Aqueous Developer Application:

Aqueous developer may be applied to either a wet or dry surface. It shall be applied by dipping, spraying or other means provided a thin coating is obtained over the entire surface being examined. Drying time may be decreased by using warm air, provided the surface temperature of the part is not raised above 50°C.

(b) Non-aqueous Developer Application:

Non-aqueous developer shall be applied only on a dry surface. It shall be applied by spraying, except where safety or restricted access preclude it. Under such conditions developer may be applied by brushing. Drying shall be by normal evaporation.

6.0 EXAMINATION:

Observe the surface during the application of the developer to detect nature of any indications which tend to bleed out profusely. Final examination shall be done between 7 minutes at the earliest and 30 minutes at the latest after application of the developer. The nature of discontinuities corresponding to the indications shall be defined depending upon the method of setting, appearance, direction, shape and dimensions of the same. If the bleed out does not alter the examination results, longer periods are permitted. If the surface to be examined is large enough to preclude complete examination within the prescribed time the surface shall be examined in increments.

6.1 Colour Contrast Penetrants (Visible Dye Penetrants):

6.1.1 With colour contrast penetrants the developer forms a reasonably uniform coating. Surface discontinuities are indicated by bleeding out of the penetrant which is normally of a deep red colour. Indication with a light pink colour may indicate excessive cleaning. Inadequate cleaning may leave an excessive background making interpretation difficult.

6.1.2 Adequate illumination is required to ensure no loss of the sensitivity in the examination. Examination shall be done under natural or suitable light (illumination level shall be in the order of 500 LUX).

6.2 Fluorescent Penetrants:

Examination of the surface shall be carried out with a high intensity black light in a darkened area or booth. Black light shall have a wave length of 3650 Å°. The bulbs shall be allowed to warm up for not less than 5 minutes prior to use in the examination. The black light intensity shall be at least of 800 uW/cm² on the surface of the part being examined and the light source being kept at a distance of at least 375 mm from the surface being examined. The operator should allow his eyes to become accustomed to the darkness of the inspection booth for at least 5 minutes before inspecting the parts. He should avoid looking directly into the black light and also avoid going from the darkness to



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the light and back again **without allowing** sufficient time for his eyes to adjust to the darkness. The intensity shall be measured at least once every 8 hours and whenever the work station is changed.

7.0 EVALUATION OF INDICATIONS & INTERPRETATION:

- 7.1 As the developer dries to a smooth, even white coating, indications will appear at the locations of discontinuities. Depth of surface discontinuities may be correlated with the richness of colour and speed of bleeding out. However, localised surface imperfections such as may occur from machining marks or surface conditions may produce similar indications which are non-relevant.
- 7.2 Usually, a crack or similar opening will show a line and light cracks or partially welded lap will show a broken line. Gross porosity may produce large indications covering an entire area. Very fine porosity is indicated by random dots.
- 7.3 Any non-relevant indication shall be regarded as a defect until the indication is either eliminated by surface conditioning or it is Proved non-relevant by other NDT methods.
- 7.4 Linear indications are those indications in which the length is more than three times the width. Rounded indications are indications which are circular or elliptical with the length less than three times the width.
- 7.5 All indications shall be evaluated in terms of the acceptance standards of the referencing documents.

8.0 ACCEPTANCE STANDARDS:

- 8.1 For castings - Refer Corporate Standard AA 085 01 32.
- 8.2 For Austenitic Forgings - Refer Corporate Standard AA 085 01 30.
- 8.3 For Welds - Refer Corporate Standard AA 085 01 29.

9.0 POST EXAMINATION CLEANING:

Surfaces examined shall be cleaned after evaluation of the test with dry cotton rag with or without water rinse.

TABLE - 1 (Clause 5.3.2)

Suggested Penetration Time For Post-emulsified And Solvent
Removable Penetrants

| Material | Form | Type of discontinuity | *Penetration time (min.) |
|-----------|-----------------------|-----------------------|--------------------------|
| Aluminium | Castings | Porosity | 5 |
| | | Cold shut | 5 |
| | Extrusions & Forgings | Laps | 10 |
| | | Lack of fusion | 5 |
| | Welds | Porosity | 5 |
| All forms | Cracks | 10 | |

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CS-757

TABLE - 1 (Clause 5.3.2) Contd.

| Material | Form | Type of discontinuity | *Penetration time (min.) |
|------------------------------------|-----------------------|-----------------------|--------------------------|
| Magnesium | Castings | Porosity | 5 |
| | | Cold shut | 5 |
| | Extrusions & Forgings | Laps | 10 |
| | | Lack of fusion | 10 |
| | | Welds | 10 |
| All forms | Cracks | 10 | |
| Steel | Castings | Porosity | 10 |
| | | Cold shut | 10 |
| | Extrusions & Forgings | Laps | 10 |
| | | Lack of fusion | 20 |
| | Welds | Porosity | 20 |
| All forms | Cracks | 20 | |
| Brass & Bronze | Castings | Porosity | 5 |
| | | Cold shut | 5 |
| | Extrusions & Forgings | Laps | 10 |
| | | Lack of fusion | 10 |
| | Brazed parts | Porosity | 10 |
| All forms | Cracks | 10 | |
| Plastics | All forms | Cracks | 5 |
| Glass | All forms | Cracks | 5 |
| Carbide tipped tools | All forms | Lack of fusion | 5 |
| | | Porosity | 5 |
| | | Crack | 20 |
| Titanium & high temperature alloys | All forms | | 20 to 30 |
| Ceramic | All forms | Cracks | 5 |
| | | Porosity | 5 |

* For lower temperatures, penetration time should be increased.

ANNEXURE - 1 (Clause 5.3.3)

PROCEDURE FOR NON-STANDARD TEMPERATURES

A.1 General:

When it is not practical to conduct a liquid penetrant examination within the temperature range of 15.6 to 51.6°C (60 to 125°F), the examination procedure at the proposed lower or higher temperature range requires qualification. This shall require the use of a quenched cracked aluminium block, which is designated as 'Liquid Penetrant Comparator Block'.

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CS - 757



A.2 Liquid Penetrant Comparator Block:

The liquid penetrant comparator block shall be **made of aluminum**, ASTM B209, Type 2024 or SB-211. Type 2024, 10 mm (3/8 in.) thick, and shall have approximate face dimensions of 50 mm x 75 mm (2 in. x 3 in.). At the centre of each face, an area approximately 25 mm in diameter shall be marked with a 510°C (950°F) temperature indicating crayon or paint. The marked area shall be heated with a blow torch, a Bunsen burner or similar device to a temperature between 510°C (950°F) and 524°C (975°F). The specimen shall then be immediately quenched in cold water which produces a network of the fine cracks on each face. The block shall then be dried by heating to approximately 149°C (300°F). After cooling, the block shall be cut into two halves. One half of the specimen shall be designated block 'A' and the other block 'B' for identification in subsequent processing. Figure 1 illustrates the comparator blocks "A" and "B". As an alternate to cutting the block in half to make blocks "A" and "B", separate blocks 50 mm x 75 mm (2 in. x 3 in.) can be made using the heating and quenching technique as described above. Two comparator blocks with closely matched crack patterns may be used. The blocks shall be marked "A" and "B".

A.3 Comparator Application:

- (a) If it is desired to qualify a liquid penetrant examination procedure at a temperature of less than 15.6°C (60°F) the proposed procedure shall be applied to block "B" after the block and all materials have been cooled and held at the proposed examination temperature until the comparison is completed. A standard procedure which has previously been demonstrated as suitable for use shall be applied to block "A" in the 15.6 to 51.6°C (60 to 125°F) temperature range. The indications of cracks shall be compared between blocks "A" and "B". If the indications obtained under the proposed condition on block "B" are essentially the same as obtained on block "A" during examination at 15.6 to 51.6°C (60 to 125°F), the proposed procedure shall be considered qualified for use.
- (b) If the proposed temperature for the examination is above 51.6°C (125°F), block "B" shall be held at this temperature throughout the examination. The indication of cracks shall be compared as described in T-647.3(a) while block "B" is at the proposed temperature and block "A" is at the 15.6 to 51.6°C (60 to 125°F) temperature range.
- (c) A procedure qualified at a temperature lower than 15.6°C (60°F) shall be qualified from that temperature to 15.6°C (60°F).
- (d) To qualify a Procedure for temperatures above 51.6°C (125°F), the upper and lower temperature limits shall be established and the procedure qualified at these temperatures.
- (e) As an alternate to the requirements of (a) and (b) when using color contrast penetrants, it is permissible to use a single comparator block for the standard and non-standard temperatures and to make the comparison by photography.



- (f) When the single comparator block and photographic technique is used, the processing details (as applicable) described in (a) and (b) above shall apply. The block shall be thoroughly cleaned between the two processing steps. Photographs shall be taken after processing at the nonstandard temperature and then after processing at the standard temperature. The indication of cracks shall be compared between the two photographs. The same criteria for qualification as (a) above shall apply.
- (g) Identical photographic techniques shall be used to make the comparison photographs.

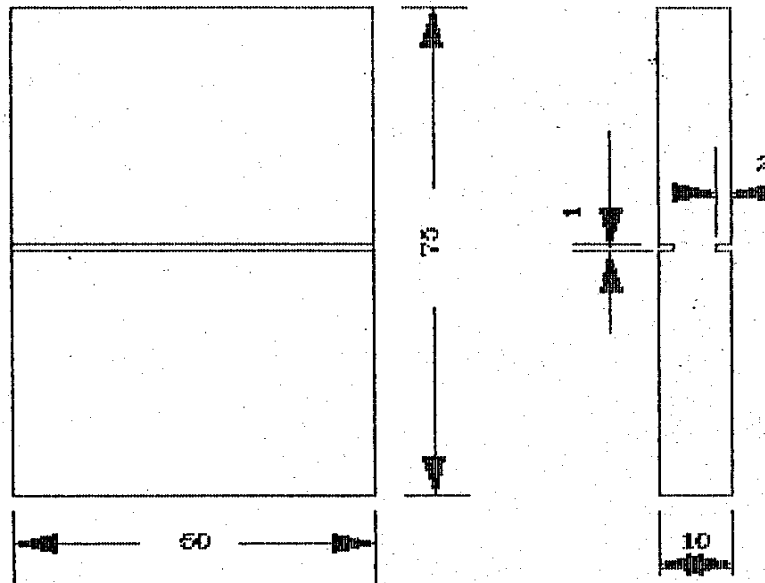


FIGURE: 1-LIQUID PENETRANT COMPARATOR BLOCK



BHEL-HERP,VARANASI
QUALITY PLAN

Rough M/cd Carbon Steel Casting as per AA19511/09

| Sl.No. | Component/ Operation | Characteristic Checked | Type/Method of Check | Extent of Check | Reference Documents | Acceptance Norm | Format of Record | Agency | | | Remarks |
|--------|-------------------------|------------------------------|------------------------------------|--------------------------------|------------------------|-------------------------|---------------------|--------|---|---|---------|
| | | | | | | | | P | W | V | |
| 1.0 | Material | i. Composition | Chemical Analysis | 1 Sample per melt | AA19511/09 | AA19511/09 | T.C. | 3 | - | 2 | |
| | | ii. Heat Treatment | H.T.Chart | 1 Sample per H.T.Batch | AA19511/09 | AA19511/09 | HT Chart/ Report | 3 | - | 2 | |
| | | iii. Mechanical Properties | Mechanical Test | 1 Sample per H.T.Batch | AA19511/09 | AA19511/09 | T.C. | 3 | - | 2 | |
| 2.0 | After rough machining | i. Soundness of casting | Ultrasonic test | 100% | AA0850105/01 | AA0850105/01 Level III | T.C. | 3 | - | 2 | |
| | | ii. Surface defects | D.P.Test | 100% | AA0850130/00 | AA0850131/02, Level III | T.C. | 3 | - | 2 | |
| | | iii. Dimensions | Measurement | 10% by BHEL, 100% by Vendor | Drawing | Drawing | Dimension Report | 3 | 2 | - | |
| 3.0 | Final Inspection | i. Cleanliness | Visual | 100% | --- | --- | I.R. | 3 | 2 | - | |
| | | ii. Identification & Marking | Punching Heat No.Inspector Seal | 100% | --- | --- | I.R. | 3 | 2 | - | |
| | | iii. Prevention (from rust) | Visual | 100% | --- | --- | I.R. | 3 | 2 | - | |

| | | | |
|----------|-------------------|------------------|---------------|
| Q.P.No. | RV/C&F/119 Rev.00 | Approved by | Abhishek Shah |
| Date | 16-05-23 | Signature & Date | |
| Page No. | 1 of 1 | BHEL | |

Abhishek Shah
16/5/23
Abhishek Shah
Jy. Mgr. (Genl.)

Legend
P=Perform
W=Witness
V=Verify
2=BHEL
3=Vendor/Supplier
TC=Test Certificate
HT=Heat Treatment
DR=Dimension Report
IR=Inspection Report

PQR

| Sl. No. | BHEL Terms | Supplier's Compliance YES/NO |
|---|--|-------------------------------------|
| 1 | Offers are accepted from: | |
| 1.a | Only Manufacturer's Offers shall be considered for the Tender Enquiry. | |
| 2 | Supplier shall give list of In-House Facilities: | |
| 2.a | Vendor shall have in-House necessary Manufacturing facilities required for manufacturing and supply of item/s as per drawing/specification. | |
| 2.b | BHEL reserves right to visit the Works of the Manufacturer for Physical verification of the Manufacturing facilities (as declared by them) and assessment of their Quality systems during Technical Evaluation of the Offers. | |
| 3 | Experience: | |
| 3.a | Bidders shall submit the necessary documents proving their Experience in Supplying same or similar items to any Power Plant equipment Manufacturer (worldwide or within India) in last three years from the date of Enquiry. Documentary evidences to be submitted in the form of Customer's Purchase Order copies / Material Acceptance Report and item drawings/specifications. Documentary evidences submitted shall strictly meet all the technical requirement of the NIT. | |
| 3.b | BHEL reserves right to verify the details from the Bidder's customers based on Documents submitted as a part of past experience. BHEL may ask for other relevant documents in line with above to review the capacity and capability of vendor with respect to enquired items. | |
| 4 | Manufacturing Process Plan: | |
| 4.a | Bidders shall submit detailed Manufacturing process Plan along with the Technical Offer. | |
| 5 | Annual Turnover: | |
| 5.a | Turnover of the supplier should be as per GeM (Government e-market place) guide lines (Maximum limit to be taken). Bidders should enclose Audited Balance sheets and Profit & Loss account statement of last three consecutive years in the Part I bid. | |
| 6 | Others | |
| 6.a | Bidder will supply item/s exactly as per enquiry. | |
| Note: Non Submission of the above requested documents/non compliance to the above points will result in rejection of the Offers without further Notice/Intimation to the Bidder and no correspondance will be entertained at later date. | | |

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY
(FOR INDIAN VENDORS)**

Amendment- 24
ANNEXURE-A

**ITEM DESCRIPTION:
ENQUIRY NO:**

| Sl No | BHEL STANDARD TERMS & CONDITIONS | Confirmation of supplier (Yes/No) |
|-------|---|-----------------------------------|
| 1 | A) OFFER MUST BE SUBMITTED IN TWO PART BID SYSTEM NAMELY TECHNO-COMMERCIAL BID & PRICE BID FOR THE ITEM AS PER ENQUIRY IN SEPARATE SEALED COVERS: (I) TECHNO – COMMERCIAL BID & (II) PRICE BID SHOULD BE CLEARLY SUPERSCRIBED THE ENQUIRY NO. AND DUE DATE ON THE ENVELOPES. (B) UN-PRICED OFFER WITH TECHNICAL BID IS REQUIRED TO BE FURNISHED BY THE VENDOR. TECHNICAL OFFER SHOULD CLEARLY REFLECT AT LEAST OUR MATERIAL CODE, ITEM DESCRIPTION & QUANTITY. (C) THE DIFFERENCE BETWEEN “UN-PRICED OFFER” AND “PRICED OFFER” SHOULD BE ONLY THE PRICES WHEREVER APPLICABLE. THE RATES AND AMOUNT SHOULD BE CLEARLY WRITTEN IN FIGURES AND WORDS BOTH WITHOUT ANY CUTTING / OVERWRITING. (D) IMPORTANT POINT FOR VENDOR WHO HAVE NOT SUBMITTED THE SRF (SUPPLIER REGISTRATION FORM) SO FAR: THE VENDORS, WHO HAVE NOT SUBMITTED THE SRF SO FAR, MUST SUBMIT THE SAME ALONG WITH PART- 1 BID. THE SRF TO BE DOWNLOADED FROM WWW.BHEL.COM OR https://herp.bhel.com . | |
| 2 | BID SHOULD BE FREE FROM CORRECTION, OVERWRITING, USING CORRECTIVE FLUID, ETC. ANY INTERLINEATION , CUTTING , ERASURE OR OVERWRITING SHALL BE VALID ONLY IF THEY ARE ATTESTED UNDER FULL SIGNATURE(S) OF PERSON(S) SIGNING THE BID ELSE BID SHALL BE LIABLE FOR REJECTION . | |
| 3 | YOUR TECHNO COMMERCIAL BID SHOULD MENTION THAT PRICE BID HAS BEEN SENT IN A SEPARATE ENVELOPE GIVING ITS REFERENCE. | |
| 4 | VENDOR TO ENSURE THAT ITEM & QUANTITY MENTIONED IN THE OFFERS ARE EXACTLY SAME AS PER ENQUIRY. IF ANY DEVIATION IS THERE PARTY MUST MENTION SPECIFIC HEREWITH OTHERWISE BHEL SHALL CONSIDER THAT ITEM & QUANTITY AS REQUIRED IN ENQUIRY. | |
| 5 | PLEASE MAKE SURE THAT THERE IS NO DISCREPANCY IN BETWEEN ACCEPTED TERMS & CONDITIONS MENTIONED IN THE CHECK LIST AND QUOTATION SUBMITTED BY VENDOR AND IF FOUND SO THEN THE TERMS & CONDITIONS WHICH ARE BENEFICIAL TO BHEL WOULD ONLY BE CONSIDERED. | |
| 6 | THE TENDER RECEIVED AFTER 14:00 HRS ON THE DUE DATE WILL NOT BE CONSIDERED. | |
| 7 | PART-I CONTAINING THE TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DATE AND TIME SPECIFIED IN THE ENQUIRY, IN THE PRESENCE OF THOSE TENDERERS WHO WISH TO ATTEND. PART-II i.e., PRICE BID WILL BE OPENED ONLY OF THOSE BIDDERS WHO ARE FOUND TECHNO-COMMERCIALY SUITABLE AFTER SCRUTINY OF THEIR PART-I OFFERS. | |
| 8 | NO REVISED OFFERS WILL BE ACCEPTED UNLESS ASKED BY BHEL AFTER OPENING OF PART-1 BID IN ANY CASE. | |
| 9 | THE RATE OF GST SHOULD BE CLEARLY MENTIONED IN THE OFFER. | |
| 10 | VALIDITY OF OFFER SHOULD BE MINIMUM 90 DAYS FROM THE DATE OF TECHNO - COMMERCIAL BID OPENING OR 60 DAYS FROM THE REVERSE AUCTION DATE. | |
| 11 | BHEL RESERVES THE RIGHT TO REJECT THE OFFER, WHICH IS HAVING DEVIATIONS TO THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY. | |
| 12 | PRICING TERMS: PRICES ONCE QUOTED SHALL REMAIN FIRM WITHIN THE VALIDITY OR ANY EXTENSION THEREOF FOR PLACEMENT OF ORDER, TILL COMPLETE EXECUTION OF THE ORDER, WITHOUT ANY ESCALATION/INCREASE FOR ANY REASON, WHATSOEVER, UNLESS SPECIFICALLY PROVIDED FOR IN THE ENQUIRY & PO. IN CASE OF FOREIGN VENDORS, THE QUOTED PRICE SHALL BE TAKEN AS INCLUSIVE OF THIRD PARTY INSPECTION AND TESTING CHARGES AS CALLED FOR IN THE NIT. | |
| 13 | BID EVALUATION: UNLESS SPECIFIED IN THE TENDER, VENDOR MUST NOTE THAT BHEL WILL ARRIVE THE L1 STATUS FOR EACH ITEM ON LANDED COST BASIS. ACCORDINGLY, ORDER SHALL BE PLACED ON LOWEST BIDDER ON INDIVIDUAL ITEM BASIS ONLY, UNLESS BHEL ASK FOR TERMS OTHER THAN THIS ON EXCEPTION BASIS. IN THE COURSE OF EVALUATION, IF MORE THAN ONE BIDDER HAPPENS TO OCCUPY L-1 STATUS, EFFECTIVE L-1 WILL BE DECIDED BY SOLICITING DISCOUNTS FROM THE RESPECTIVE L-1 BIDDERS. IN CASE MORE THAN ONE BIDDERS HAPPENS TO OCCUPY THE L-1 STATUS EVEN AFTER SOLICITING DISCOUNT, THE L-1 BIDDER SHALL BE DECIDED BY A TOSS/DRAW OF LOTS, IN THE PRESENCE OF THE RESPECTIVE BIDDER(S) OR THEIR REPRESENTATIVE(S). RANKING WILL BE DONE ACCORDINGLY. BHEL'S DECISION IN SUCH SITUATION SHALL BE FINAL AND BINDING. | |
| 14 | TERMS OF DELIVERY: I. FOR INDIGENOUS SUPPLIERS: THE TERMS OF DELIVERY SHOULD BE QUOTED ON F.O.R. DESTINATION (BHEL HERP STORES VARANASI) BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT ONLY). IF ANY BIDDER STILL QUOTES OTHER DELIVERY TERM IN PLACE OF BHEL HERP STORES, THEIR OFFER MAY NOT BE CONSIDERED FOR FURTHER PROCESSING. IT MUST BE SPECIFICALLY NOTED. | |
| 15 | IF ANY INDIAN SUPPLIERS ARRANGE SUPPLY FROM FOREIGN PRINCIPLES/WORKS, TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT MUMBAI (INDIA) SEA PORT BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT MUMBAI (INDIA) SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM JNPT MUMBAI SEAPORT/MUMBAI AIRPORT TO BHEL VARANASI FOR EACH ITEM WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION. | |
| 16 | INSURANCE CHARGES SHALL BE TO VENDOR'S ACCOUNT ONLY IF PRICE QUOTED ON BHEL HERP STORES BASIS. IN CASE PRICE QUOTED IS ON CIF JNPT MUMBAI BASIS/ CFR MUMBAI AIRPORT BASIS, INSURANCE UP TO CIF JNPT MUMBAI/ MUMBAI AIRPORT SHALL BE IN VENDOR ACCOUNT. | |
| 17 | PAYMENT TERMS: I.FOR MSEs VENDORS: 100% AGAINST SRV WITHIN 45 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. II.FOR MEDIUM ENTERPRISES VENDORS: 100% AGAINST SRV WITHIN 60 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. III. FOR NON- MSME: 100% AGAINST SRV WITHIN 90 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. IV.BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: - PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS. PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS: (A) PAYMENT OF GST AMOUNT INTO GOVT. ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL. (B) FILING OF GST RETURN (C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC IN GSTR-2B ON GSTN PORTAL. Note: 1. PAYMENT WILL BE MADE AFTER ACCEPTANCE OF MATERIAL. 2. ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE. 3. IF ANY SUPPLIER FALLS UNDER “NON MSE” OR “NON MEDIUM” CATEGORY, THEIR PAYMENT TERM WILL BE CONSIDERED AS NON MSME SUPPLIER PAYMENT WITHOUT ANY INTIMATION. | |
| 18 | LOADING OF PAYMENT TERM: IN CASE OF DEVIATION, LOADING OF INTEREST RATE @SBI MCLR RATE + 6% (AS ON PART-1 OPENING DATE) SHALL BE LOADED WHILE ARRIVING AT LANDED COST TO BHEL. | |
| 19 | LIQUIDATED DAMAGES/ LATE DELIVERY (LD) PENALTY CLAUSE: SUBJECT TO FORCE MAJEURE CONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXES & DUTIES. NO GRACE PERIOD SHALL BE GIVEN. | |
| 20 | LOADING OF LIQUIDATED DAMAGES (LD): DEVIATION TO ABOVE STANDARD PENALTY CLAUSE, MAXIMUM LOADING OF 10% (IN CASE OF NON ACCEPTANCE OF LD CLAUSE) OR PART THEREOF (IN CASE OF PART ACCEPTANCE OF LD) SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL. LOADING OF DELIVERY TERM: FURTHER IF DEVIATION IS FOUND IN THE ACCEPTED DELIVERY TERM AS WELL AS ACCEPTED PENALTY TERM, SUITABLE LOADING BASED ON TRANSPORTATION TIME TO BE TAKEN SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL HERP STORES WHICH MAY BE AS BELOW: (i) 1% OF THE BASIC COST FOR INDIAN SUPPLIERS, | |

**GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY
(FOR INDIAN VENDORS)**

Amendment- 24
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| | |
|----|--|
| 21 | DELIVERY PERIOD: VENDOR SHOULD STRICTLY QUOTE THE DELIVERY PERIOD AS MENTIONED IN NIT. |
| 22 | IF ANY VENDOR DOES NOT SUPPLY THE ITEM WITHIN THE PURCHASE ORDER DELIVERY PERIOD, BHEL MAY/MAY NOT ACCEPT THE SUPPLY AT ITS SOLE DISCRETION. |
| 23 | <p>BANK GUARANTEE: THE COST OF BHEL FREE ISSUE MATERIALS PER SET/PER ASSEMBLY AND TOTAL COST OF FIM FOR THE ENQUIRY ARE MENTIONED IN NIT. IN THIS REGARD:</p> <ol style="list-style-type: none"> PARTY WILL HAVE TO SUBMIT EQUAL AMOUNT OF SECURITY DEPOSIT (IN THE FORM OF 25% BG/FDR/DD/CHEQUE/BANK TRANSFER AND 75% INDEMNITY BOND) TOWARDS THE COST OF BHEL MATERIALS TO BE ISSUED TO THEM BEFORE THE ISSUE OF BHEL MATERIALS TO THEM. AT ANY POINT OF TIME, PROPORTIONATE SECURITY DEPOSIT OF TOTAL/CUMMULATIVE MATERIAL VALUE SHOULD BE MAINTAINED. BHEL MAY ASK THE SUPPLIER FOR SUBMISSION OF FULL SECURITY DEPOSIT AMOUNT OR PART DEPENDING UPON THE AVAILABILITY OF FREE ISSUE MATERIALS AT OUR END. PARTY MUST HAVE TO SUBMIT THE SAME WITHIN 02 WEEK TIME FROM THE DATE OF WRITTEN INTIMATION BY BHEL WITHOUT FAIL OTHERWISE IT WOULD TREATED AS FAILURE OF HONOURING PO TERMS AND ACCORDINGLY BHEL MAY CANCEL THE PURCHASE ORDER AND INITIATE ALTERNATE PROCUREMENT ACTION AT SUPPLIER RISK & COST. IN CASE OF ABSENCE OF DESIRED SECURITY DEPOSIT AT BHEL END AND ALSO NON RESPONSE OF POINT NO. 03 AS ABOVE, <ol style="list-style-type: none"> BHEL MAY HOLD THE PENDING PAYMENTS OF SUPPLIER AVAILABLE AT BHEL END WITHOUT ANY INTIMATION. IF NO PAYMENT IS PENDING AT BHEL END, ACTION FOR ALTERNATE PROCUREMENT ACTION MAY BE INITIATED. THE FORMAT OF BG SHALL BE PER ATTACHED ANNEXURE-BG/FIM ONLY. |
| 24 | TRANSPORTATION CHARGES FOR SENDING BHEL FREE ISSUE MATERIALS (FIM) TO THE PARTY WORKS WILL BE BORNE BY BHEL ONLY. THE FREIGHT CHARGES FOR SENDING THE BHEL FIM FROM HERP STORES TO PARTY'S WORK FOR EACH ITEM WILL BE LOADED AS PER BHEL TRANSPORT CONTRACT AT THE TIME OF TOTAL LANDED COST CALCULATION. HOWEVER, VARANASI/LOCAL BASED VENDORS WILL LIFT THE FIM FROM BHEL STORES AND BORNE ITS TRANSPORTATION CHARGES. |
| 25 | IF BHEL ISSUES FREE ISSUE MATERIALS TO THE SUPPLIER, IT MUST BE RETURNED WITHIN THE TIME LIMIT AS PRESCRIBED IN GST LAW (PRESENTLY 01 (ONE) YEAR FROM THE DATE OF FREE ISSUE DATE) TO COMPLY THE GST RULES. IF ANY VENDOR DOES NOT RETURN THE BHEL FREE ISSUE MATERIALS AS MENTIONED ABOVE, THE FINANCIAL IMPLICATION ON ACCOUNT OF THIS, IF ANY, SHALL BE RECOVERED FROM THE PARTY BILLS. |
| 26 | <p>REVERSE AUCTION: BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALY QUALIFIED BIDDERS.</p> <p>PRICE BIDS OF ALL TECHNO-COMMERCIALY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED AS INITIAL BIDS OF BIDDERS IN 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> |
| 27 | IF ANY OF THE VENDORS DO NOT ACCEPT THE ABOVE POINT MENTIONED AT SL. NO. 26, THEIR OFFER MAY BE LIABLE FOR REJECTION WITHOUT INTIMATION. |
| 28 | <p>RISK PURCHASE: IN CASE OF DELAY IN SUPPLIES/ DEFECTIVE SUPPLIES/NON EXECUTION OF PURCHASE ORDER ETC. (FOR DETAILS, REFER GUIDELINES FOR RISK PURCHASE), BHEL MAY CANCEL THE ORDER IN FULL OR PART THEREOF/ MAY ALSO MAKE THE PURCHASE OF SUCH MATERIALS FROM ELSEWHERE/ALTERNATIVE SOURCES AT THE RISK & COST OF SUPPLIER. BHEL MAY ALSO MANUFACTURE THE ITEM IN-HOUSE IN PART OR FULL DEPENDING UPON THE URGENCY OF THE ITEM.</p> <p>GUIDELINES FOR RISK PURCHASE IS AVAILABLE ON BHEL WEBSITE "https://herp.bhel.com" at "Notice". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS GUIDELINE BEFORE SUBMITTING THEIR OFFER AGAINST BHEL, HERP TENDER ENQUIRIES. IN CASE RISK PURCHASE IS APPLIED, BHEL SHALL TAKE ACTION AGAINST THE NON-PERFORMING AND/OR DEFAULTING SUPPLIERS/ CONTRACTORS IN LINE WITH THIS GUIDELINE ONLY.</p> |
| 29 | BHEL MAY SHORT CLOSE/CANCEL AN ORDER AT ANY TIME DURING THE CURRENCY OF THE CONTRACT/PO IRRESPECTIVE OF THE PO DELIVERY DATE, IF <ol style="list-style-type: none"> THE WORK PROGRESS OF THE VENDOR IS POOR, OR THE DELIVERY REQUIREMENT OF THE ITEM IS VERY CRITICAL & NOT BEING MET BY THE VENDOR ON WHICH ORDER HAS BEEN PLACED, OR THERE IS NO RESPONSE FOR IMPROVEMENT IN DELIVERY AS PER BHEL REQUIREMENT, |
| 30 | THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE www.bhel.com |
| 31 | RESERVATION RIGHTS OF BHEL: – BHEL RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS WITHOUT ASSIGNING ANY REASONS THEREOF. BHEL ALSO RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITIES. VENDORS SHOULD BE PREPARED TO ACCEPT ORDER FOR REDUCED QUANTITIES WITHOUT ANY EXTRA CHARGES. VENDOR SHOULD ALSO BE PREPARED FOR GIVING DISCOUNT IN CASE OF INCREASE IN QUANTITY. |
| 32 | NON-DISCLOSURE AGREEMENT: ALL DRAWINGS AND STANDARDS ARE PROPRIETARY OF BHEL. IT MUST NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY. ALL SUPPLIERS SHALL FURNISH NDAS (NON-DISCLOSURE AGREEMENT) AGAINST USE OF DOCUMENTS FURNISHED BY BHEL TOWARDS UN-AUTHORIZED USE EXCEPT FOR THE PURPOSE IT HAS BEEN FURNISHED. |
| 33 | <p>A. SETTLEMENT OF DISPUTES & ARBITRATION:</p> <ol style="list-style-type: none"> ALL QUESTIONS/INTERPRETATIONS REGARDING SUBJECT MATTER OF THE CONTRACT SHALL BE DECIDED BY THE BHEL ON THE REQUEST OF THE VENDOR AND THE DECISION OF THE BHEL SHALL BE FINAL. IN CASE OF DISPUTE, STEPS SHALL BE TAKEN BY THE PARTIES TO THE CONTRACT TO SETTLE THE SAME THROUGH NEGOTIATIONS. IN CASE, DISPUTE IS NOT SETTLED IN NEGOTIATIONS, IT SHALL BE REFERRED TO CONCILIATOR APPOINTED BY THE COMPETENT AUTHORITY OF THE BHEL. <i>THE CONCILIATION PROCEEDINGS WITH RESPECT TO A DISPUTE AS DEFINED IN THE BHEL CONCILIATION SCHEME, 2018 AND SUBSEQUENT REVISIONS CAN BE INITIATED UNDER THE SCHEME AT ANY STAGE WHETHER BEFORE, DURING OR EVEN AFTER THE COMMENCEMENT OF ARBITRATION PROCEEDINGS OR LITIGATION BEFORE COURTS. THIS CONCILIATION SCHEME IS AVAILABLE ON OUR WEBSITES https://herp.bhel.com AND www.bhel.com .</i> IN CASE DISPUTE IS NOT SETTLED IN CONCILIATION PROCEEDINGS, THE SAME SHALL BE REFERRED TO ARBITRATION AS PER CORPORATE GUIDELINES OF THE BHEL AND THE ARBITRATION PROCEEDING SHALL BE CONDUCTED AS PER PROVISIONS OF THE ARBITRATION AND CONCILIATION ACT, 1996 READ WITH CORPORATE GUIDELINE AS AMENDED FROM TIME TO TIME. THE VENDOR SHALL CONTINUE TO PERFORM THE CONTRACT, PENDING SETTLEMENT OF DISPUTE(S). <p>B. JURISDICTION: ALL DISPUTES OR DIFFERENCES ARISING OUT OF OR IN CONNECTIONS WITH THE CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT AT VARANASI (U.P.) ONLY.</p> |
| 34 | SPECIAL NOTE FOR BIDDERS: THE QUOTATION SHOULD BE FROM PRINCIPAL / ORIGINAL EQUIPMENT MANUFACTURER ONLY. THE OFFER OF THOSE OEM, AUTHORISING THEIR TRADER / DEALER / DISTRIBUTOR TO QUOTE AND TAKE ORDER IS LIABLE FOR DISQUALIFICATION. SINCE BHEL PREFER TO DEAL DIRECTLY WITH OEM AND NOT THROUGH DEALER / TRADER / DISTRIBUTOR OF OEM, THEREFORE, OEM MUST DIRECTLY QUOTE, TAKE ORDER AND DELIVER THE MATERIAL UNDER THEIR GUARANTEE / WARRANTEE. |
| 35 | <p>I. FOLLOWING DOCUMENTS SHOULD BE ENCLOSED AND ADDRESSED TO DGM (FINANCE) AND SAME SHALL BE DISPATCHED TO MM DEPTT. BHEL, HERP, TARNA, SHIVPUR, VARANASI-221003 FOR PAYMENT PURPOSE:</p> <ol style="list-style-type: none"> 05 (FIVE) COPIES OF GST INVOICES COPY OF GR/RR. TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY). <p>II. FURTHER TO ABOVE, 02 (TWO) COMPLETE SETS OF DOCUMENTS (COPIES OF ABOVE MENTIONED DOCUMENTS AT SL. NO. I FOR INDIAN SUPPLIERS (UNDER THIS CLAUSE) SHALL BE SENT FOR PURCHASE AND QUALITY DEPARTMENTS. ORIGINAL COPIES OF TC, GC, PDI REPORTS & OTHER QUALITY PAPERS SHALL BE ATTACHED IN THE SET OF DOCUMENTS FOR QUALITY DEPARTMENTS.</p> <p>III. THE VENDOR SHOULD PROVIDE BILLS & OTHER DOCUMENTS COMPLETE IN ALL RESPECT AS PER PURCHASE ORDER ALONGWITH DESPATCH OF MATERIALS. BHEL SHALL SEEK CLARIFICATION(S) (IF ANY) RELATED TO PAYMENT DOCUMENTS IN ONE GO. THE VENDOR SHOULD PROVIDE ALL SUCH CLARIFICATION(S) IMMEDIATELY. ANY DELAY IN PROCESSING OF PAYMENT, DUE TO NON RECEIPT OF CLARIFICATION(S) SOUGHT BY BHEL, SHALL BE ATTRIBUTABLE COMPLETELY TO VENDOR.</p> <p>IV. DIGITALLY SIGNED INVOICE IS ALSO ACCEPTABLE FOR PROCESSING OF PAYMENT.</p> |
| 36 | THE VENDOR SHALL ENSURE THAT THEIR BANK DETAILS ARE UPDATED WITH US FOR TIMELY PAYMENT THROUGH EFT (ELECTRONICS FUND TRANSFER). |

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| 37 | <p>GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS: THE REVISED GUIDELINES FOR SUSPENSION OF BUSSINESS DEALINGS ARE AVAILABLE ON BHEL WEBSITE AT “www.bhel.com” on “SUPPLIER REGISTRATION PAGE”. RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS BEFORE QUOTING AS PER THEIR REQUIREMENT. ACTION AGAINST THE DEFAULTED SUPPLIERS/ CONTRACTORS’ SHALL BE TAKEN AS PER THESE GUIDELINES ONLY.</p> | |
| 38 | <p>VENDOR MUST FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE i.e. ITEMS TO BE SUPPLIED IN SUCH A MANNER THAT THE PURCHASE ORDER HAVING OLDER DELIVERY SCHEDULE SHOULD BE SUPPLIED EARLIER AND PURCHASE ORDER HAVING LATTER DELIVERY SCHEDULE TO BE SUPPLIED LATTER. IF ANY VENDOR DOES NOT FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE ESPECIALLY FOR SAME ITEM, BHEL MAY ACCOUNT FOR THE ITEM IN SEQUENTIAL MANNER OR MAY RECOVER THE FINANCIAL IMPLICATION.</p> | |
| 39 | <p>ALL ABOVE ACCEPTED TERMS & CONDITIONS SHALL BE PART OF PURCHASE ORDER WITH OR WITHOUT MENTIONING IN THE PO/CONTRACT BASED ON YOUR ACCEPTANCE AND OFFER SUBMITTED.</p> | |
| 40 | <p>IMPORTANT INSTRUCTION: I.VENDORS ARE REQUESTED TO QUOTE THEIR RATE WITH DESCRIPTION MENTIONED IN THE ENQUIRY CONSIDERING ALL TECHNICAL TERMS & CONDITIONS OF THE ENQUIRY. ALSO RATES QUOTED SHOULD BE EXACTLY AS PER SL. NO. OF HARD COPY OF THE ENQUIRY (IF ENQUIRY HAS BEEN FLOATED THROUGH CONVENTIONAL MODE) OR AS PER SL. NO. APPEARING IN THE e-Procurement PORTAL (IF ENQUIRY HAS BEEN FLOATED THROUGH e-Procurement) ONLY. IT MUST BE FOLLOWED UP TO AVOID CONFUSION AT LATER STAGES. ALSO RATES TO BE SUBMITTED BOTH IN NUMERICS AS WELL AS IN WORD. IN CASE OF DISCREPENCY, RATES SUBMITTED IN WORDS SHALL BE CONSIDERED FOR FURTHER PROCESSING. II.DOCUMENTS SUBMITTED WITH THE OFFER SHOULD BE SIGNED AND STAMPED IN EACH PAGE BY AUTHORIZED REPRESENTATIVE OF THE BIDDER. II.IN CASE OF PDI, VENDOR SHALL RAISE ONLINE INSPECTION CALL IN ONLINE INSPECTION PORTAL/INTIMATE BHEL IN WRITTING (WHERE INSPECTION IS IN BHEL HERP SCOPE) AT LEAST 01 WEEK IN ADVANCE OR AS MUTUALLY AGREED PERIOD ABOUT THE DATE AND PLACE AT WHICH GOODS WILL BE READY FOR INSPECTION. IV.PURCHASER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE ENTITLED TO CARRY OUT SURVEILLANCE INSPECTION OF MATERIAL AND WORKMANSHIP AT SELLER’S PREMISES OR AT HIS SUB-CONTRACTOR’S PREMISES AT ALL REASONABLE TIMES DURING EXECUTION OF THE CONTRACT. SUCH INSPECTION, EXAMINATION AND TESTING, IF MADE, SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS UNDER THE CONTRACT. V.SUCH PRE-DISPATCH INSPECTION, EXAMINATION AND TESTING, IF MADE, AT VENDOR’S WORKS SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS TO MANUFACTURE/MACHINING THE GOODS UNDER THE CONTRACT. IF DEFECTS ARE FOUND AT LATER STAGE, IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO REPLACE/RECTIFY THE SAME.</p> | |
| 41 | <p>IMPORTANT CLAUSE FOR GST: INPUT TAX CREDIT OF GST CAN BE AVAILED BY BHEL ONLY WHEN THE MATERIAL HAS BEEN PHYSICALLY RECEIVED AND GST INVOICE IS IN POSSESSION OF BHEL. THEREFORE, SUPPLIERS SHOULD ENSURE THE FOLLOWING IN RESPECT OF POS ISSUED BY BHEL: I. GST INVOICE SHOULD CONTAIN ADDRESS, GST NO. AND PAN NO. OF BHEL AS WELL AS OF SUPPLIER. APPLICABLE HSN CODE OF THE MATERIAL SHOULD BE INDICATED IN THE GST INVOICE. II. FIVE COPIES OF GST INVOICE AND LORRY RECEIPT MAY BE DESPATCHED ALONGWITH SHIPMENT OF THE GOODS IN ORDER TO AVOID ANY DELAY IN AVAILING INPUT CREDIT BY BHEL. III. DECLARE SUCH INVOICE IN HIS GSTR-1 RETURN FOR THE MONTH OF DESPATCH OF MATERIAL. IV. PAYMENT OF GST TO STATUTORY AUTHORITIES WITHIN PRESCRIBED TIME. V. IN CASE OF DISCREPANCY IN THE DATA UPOADED 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. BIDDER HAS TO RECTIFY THE DATA DISCREPANCY IN THE GSTN PORTAL OR ISSUE CREDIT NOTE OR DEBIT NOTE (DETAILS ALSO TO BE UPOADED IN GSTN PORTAL) FOR THE SHORTAGES OR REJECTIONS IN THE SUPPLIES OR ADDITIONAL CLAIMS FOR PROCESSING OF SUCH INVOICES. VI. GST TDS DEDUCTED AS PER GST ACT, IS UPOADED IN GSTN PORTAL ALONG GSTR7. BIDDERS CAN DIRECTLY DOWNLOAD THE GST TDS CERTIFICATE FROM THE GSTN PORTAL. IN CASE GST CREDIT IS DELAYED /DENIED TO BHEL DUE TO NON OR DELAYED RECEIPT OF GOODS AND OR TAX INVOICE OR EXPIRY OF TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC OR ANY OTHER REASON NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM VENDOR ALONG WITH INTEREST /PENALTY LEVIABLE ON BHEL. IN CASE SUPPLIERS DELAYS DECLARING SUCH INVOICE IN HIS RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL SHALL BE RECOVERABLE FROM SUPPLIER ALONGWITH INTEREST LEVIED/LEVIABLE ON BHEL. IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT/ CREDIT NOTE), THE SUPPLIER SHALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF GST ACT & RULES REFERRED THERE UNDER .</p> | |
| 42 | <p>STATUTORY VARIATION CLAUSE : ANY INCREASE IN THE RATE OF GST SHALL BE PAYABLE ONLY FOR DELIVERIES COMPLETED WITHIN THE SCHEDULED DELIVERY PERIOD, IN OTHER WORDS INCREASE IN THE RATE OF GST SHALL NOT BE PAYABLE FOR VALUE OF CONSIGNMENT DELIVERED AFTER THE SCHEDULED PURCHASE ORDER DELIVERY PERIOD.2.NEW TAXES AND DUTIES , IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD (INCLUDING EXTENSION IF THE SAME IS NOT ATTRIBUTABLE TO BIDDER) SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENTS TO THE SATISFACTION OF BHEL . HOWEVER, BIDDER SHALL TAKE PRIOR APPROVAL OF BHEL BEFORE DEPOSITING NEW TAXES AND DUTIES.</p> | |
| 43 | <p>IMPORTANT INSTRUCTION FOR MSEs SUPPLIERS: I. “MSE SUPPLIERS CAN AVAIL THE INTENDED BENEFITS ONLY IF THEY SUBMIT ALONG WITH OFFER, ATTESTED COPIES OF EITHER EM-II CERTIFICATE HAVING DEEMED VALIDITY (FIVE YEARS FROM THE DATE OF ISSUE OF ACKNOWLEDGEMENT IN EM-II) OR VALID NSIC CERTIFICATE OR EM-II CERTIFICATE ALONG WITH CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE-1 WHERE DEEMED VALIDITY OF EM-II CERTIFICATE OF FIVE YEARS HAS EXPIRED) APPLICABLE FOR THE RELEVANT FY/ (LATEST AUDITED).DATE TO BE RECKONED FOR DETERMINING THE DEEMED VALIDITY WILL BE THE DATE OF BID OPENING (PART -1 IN CASE OF TWO PART BID). 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 UPOADED ON THE PORTAL. DOCUMENTS SHOULD BE NOTARIZED OR ATTESTED BY A GAZETTED OFFICE. II.IN CASE OF ANY CHANGE IN THE MSE STATUS OF THE BIDDER, IT SHALL BE RESPONSIBILITY OF THE BIDDER TO NOTIFY THE CHANGE AS A PART OF THE BID DOCUMENT. IF AT A LATER DATE IT COMES TO NOTICE OF BHEL, THAT THE CHANGE IN THE STATUS HAS NOT BEEN INTIMATED BY THE BIDDER AND THE ORDER IS OBTAINED UNDER THE PREMISE OF AN MSE, THEN BHEL WOULD CANCEL THE PENDING ORDER AGAINST THIS TENDER AND TAKE NECESSARY ACTION SUSPENSION OF THE BUSSINESS DEALING WITH THE BIDDER AS PER PROCUREMENT POLICY OF BHEL. III.25 % OF THE TENDERED QUANTITY IS EARMARKED FOR MSE SUPPLIERS IN THIS TENDER. IV.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 6.25% SHALL BE EARMARKED FOR PROCUREMENT FROM MSEs OWNED BY SC/ST ENTREPRENEURS. V.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 3% SHALL BE EARMARKED FOR PROCUREMENT FROM MSEs OWNED BY WOMEN. VI.IN CASE MSE VENDOR PARTICIPATING IN THE TENDER QUOTES WITHIN THE PRICE BAND OF “L1+15%”, THEY WILL BE ALLOWED TO SUPPLY THE 25% PORTION OF THE REQUIREMENT SUBJECT TO ACCEPTANCE OF L1 PRICE (ON LANDED COST BASIS) BY MSE VENDOR. IN CASE OF MORE THAN ONE SUCH MSE VENDOR WITHIN THE “L1+15% PRICE BAND” THE SUPPLY SHALL BE SHARED PROPORTIONATELY (TO 25% TENDERED QUANTITY). VII.IF THE L1 VENDOR HAPPENS TO BE A MSE VENDOR AGAINST ANY ITEM CODE, THEN 100% OF THE TENDERED QTY (FOR RESPECTIVE ITEM CODE) SHALL BE PROPOSED TO ORDER ON THE L1 (MSE) VENDOR, EVEN THOUGH THERE MAY BE OTHER MSE VENDORS WITHIN THE “L1+15% PRICE BAND”. VIII.IN CASE AFTER OPENING OF PRICE BID, IT IS SEEN THAT NO MSE HAS BECOME L1, THEN DEPENDING ON THE NATURE OF THE ITEM, IF IT IS NOT POSSIBLE TO SPLIT THE TENDERED ITEMS/QUANTITIES ON ACCOUNT OF REASONS LIKE CUSTOMER CONTRACT REQUIREMENTS OF SUPPLYING ONE MAKE FOR A GIVEN PROJECT OR TECHNICAL REASONS LIKE TENDERED ITEMS BEING A SYSTEM etc. THEN BHEL WOULD NOT COUNTER OFFER THE L1 PRICES EVEN THOUGH THERE MAY BE MSE BIDDERS WITHIN THE “L1+15% PRICE BAND” OF L1.</p> | |
| 44 | <p>THE STARTUPS AS DEFINED IN THE GAZETTE OF INDIA NOTIFICATION NO.: G.S.R. 127 (E) DATED 19/02/2019 WILL BE EXEMPTED FROM FULFILLING THE CRITERIA, IF MENTIONED, IN THE PQR (PRE-QUALIFYING REQUIREMENT) REGARDING PRIOR TURNOVER AND PRIOR EXPERIENCE. HOWEVER, THERE MAY BE CIRCUMSTANCES (LIKE PROCUREMENTS OF ITEMS RELATED TO PUBLIC SAFETY, HEALTH, CRITICAL SECURITY OPERATIONS AND EQUIPMENTS ETC.) WHERE BHEL MAY PREFER THE VENDORS TO HAVE PRIOR EXPERIENCE RATHER THAN GIVING ORDER TO NEW ENTITIES. FOR SUCH PROCUREMENTS, BHEL MAY NOT RELAX THE CRITERIA OF PRIOR EXPERIENCE/TURNOVER FOR THE STARTUPS.</p> | |
| 45 | <p>PURCHASE PREFERENCE FOR INDIAN VENDORS: FOR THIS PROCUREMENT, THE LOCAL CONTENT TO CATEGORIZE A SUPPLIER AS A CLASS I LOCAL SUPPLIER / CLASS II LOCAL SUPPLIER /NON LOCAL – SUPPLIER AND PURCHASE PREFERENCE TO CLASS I LOCAL SUPPLIER, IS AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04.06.2020 ISSUED BY DPIIT. IN CASE OF SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, CHANGING THE DEFINITION OF LOCAL CONTENT FOR THE ITEMS OF THE NIT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT, BUT BEFORE OPENING OF PART –II BIDS AGAINST THIS NIT.</p> | |

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| | <p>MODEL CLAUSE FOR TENDER.</p> <p>I. 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 THE COMPETENT AUTHORITY.</p> <p>II. "BIDDER" (INCLUDING THE TERM 'TENDERER', 'CONSULTANT' OR 'SERVICE PROVIDER' IN CERTAIN CONTEXTS) MEANS ANY PERSON OR FIRM OR COMPANY, INCLUDING ANY MEMBER OF A CONSORTIUM OR JOINT VENTURE (THAT IS AN ASSOCIATION OF SEVERAL PERSONS, OR FIRMS OR COMPANIES), EVERY ARTIFICIAL JURIDICAL PERSON NOT FALLING IN ANY OF THE DESCRIPTIONS OF BIDDERS STATED HEREINBEFORE, INCLUDING ANY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCUREMENT PROCESS.</p> <p>III. "BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA" FOR THE PURPOSE OF THIS ORDER MEANS: -</p> <p>a) AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</p> <p>b) A SUBSIDIARY OF AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</p> <p>c) AN ENTITY SUBSTANTIALLY CONTROLLED THROUGH ENTITIES INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR</p> <p>d) AN ENTITY WHOSE BENEFICIAL OWNER IS SITUATED IN SUCH A COUNTRY; OR</p> <p>e) AN INDIAN (OR OTHER) AGENT OF SUCH AN ENTITY; OR</p> <p>f) A NATURAL PERSON WHO IS A CITIZEN OF SUCH A COUNTRY; OR</p> <p>g) A CONSORTIUM OR JOINT VENTURE WHERE ANY MEMBER OF THE CONSORTIUM OR JOINT VENTURE FALLS UNDER ANY OF THE ABOVE</p> <p>IV. THE BENEFICIAL OWNER FOR THE PURPOSE OF (III) ABOVE WILL BE AS UNDER:</p> <p>1. IN CASE OF A COMPANY OR LIMITED LIABILITY PARTNERSHIP, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S) WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS A CONTROLLING OWNERSHIP INTEREST OR WHO EXERCISES CONTROL THROUGH OTHER MEANS.</p> <p>EXPLANATION –</p> <p>a. "CONTROLLING OWNERSHIP INTEREST" MEANS OWNERSHIP OF OR ENTITLEMENT TO MORE THAN TWENTY-FIVE PER CENT. OF SHARES OR CAPITAL OR PROFITS OF THE COMPANY</p> <p>b. "CONTROL" SHALL INCLUDE THE RIGHT TO APPOINT MAJORITY OF THE DIRECTORS OR TO CONTROL THE MANAGEMENT OR POLICY DECISIONS INCLUDING BY VIRTUE OF THEIR SHAREHOLDING OR MANAGEMENT RIGHTS OR SHAREHOLDER'S AGREEMENTS OF VOTING AGREEMENTS;</p> <p>2. IN CASE OF A PARTNERSHIP FIRM, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S) WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL OF CAPITAL OR PROFITS OF THE PARTNERSHIP;</p> <p>3. IN CASE OF AN UNINCORPORATED ASSOCIATION OR BODY OF INDIVIDUALS, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S), WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS OWNERSHIP OF OR ENTITLEMENT TO MORE THAN FIFTEEN PERCENT OF THE PROPERTY OF CAPITAL OF PROFITS OF SUCH ASSOCIATION OR BODY OF INDIVIDUALS;</p> <p>4. WHERE NO NATURAL PERSON IS IDENTIFIED UNDER (1) OR (2) OR (3) ABOVE, THE BENEFICIAL OWNER IS THE RELEVANT NATURAL PERSON WHO HOLDS THE POSITION OF SENIOR MANAGING OFFICIAL;</p> <p>5. IN CASE OF TRUST, THE IDENTIFICATION OF BENEFICIAL OWNER (S) SHALL INCLUDE IDENTIFICATION OF THE AUTHOR OF THE TRUST, THE TRUSTEE, THE BENEFICIARIES WITH FIFTEEN PERCENT OR MORE INTEREST IN THE TRUST AND ANY OTHER NATURAL PERSON EXERCISING ULTIMATE EFFECTIVE CONTROL OVER THE TRUST THROUGH A CHAIN OF CONTROL OR OWNERSHIP.</p> <p>V. AN AGENT IS A PERSON EMPLOYED TO DO ANY ACT FOR ANOTHER, OR TO REPRESENT ANOTHER IN DEALINGS WITH THIRD PERSON.</p> <p>CERTIFICATE: IN ORDER TO AVAIL THE BENEFITS, VENDORS TO SUBMIT (ALONG WITH OFFER) THE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE CONTENT REQUIREMENT FOR CLASS-I/ CLASS-II LOCAL SUPPLIER AS THE CASE MAY BE, INDICATING THE PERCENTAGE OF LOCAL CONTENT. AND SHALL GIVE DETAILS OF LOCATION AT WHICH THE LOCAL VALUE ADDITION IS MADE (refer attached Make in India (Model Certificate no I).</p> | |
| 46 | <p>FORCE MAJEURE: NOTWITHSTANDING ANYTHING CONTAINED IN THE CONTRACT, NEITHER THE VENDOR NOR THE BHEL SHALL BE HELD RESPONSIBLE FOR TOTAL OR PARTIAL NON-EXECUTION OF ANY OF THE CONTRACTUAL OBLIGATIONS, SHOULD THE OBLIGATION BECOME UNREASONABLY ONEROUS OR IMPOSSIBLE DUE TO OCCURRENCE OF A "FORCE MAJEURE" WHICH DIRECTLY AFFECTS THE OBLIGATIONS TO BE PERFORMED BY THE BHEL OR THE VENDOR ; SUCH EVENTS INCLUDE WAR, MILITARY OPERATIONS OF ANY NATURE, BLOCKAGES, REVOLUTIONS, INSURRECTIONS, RIOTS, CIVIL COMMOTIONS, INSURGENCY, SABOTAGE, ACTS OF PUBLIC ENEMY, FIRES, EXPLOSION, EPIDEMICS, QUARANTINE RESTRICTIONS, FLOODS, EARTHQUAKE, OR ACTS OF GOD, RESTRICTIONS BY GOVT. AUTHORITIES; OVER WHICH THE VENDOR OR THE BHEL HAS NO CONTROL. THE PARTY CLAIMING TO BE AFFECTED BY FORCE MAJEURE SHALL NOTIFY THE OTHER PARTY IN WRITING WITHOUT DELAY, WITHIN TWO WEEKS ON THE INTERVENTION AND ON THE CESSATION OF SUCH CIRCUMSTANCE. EXTENSION OF TIME SOUGHT BY THE VENDOR ALONG WITH SUPPORTING EVIDENCE AND SO GRANTED BY THE BHEL FOR THE SUPPLY/ WORK AFFECTED, IF ANY, SHALL NOT BE CONSTRUED AS WAIVER IN RESPECT OF REMAINING DELIVERIES. RESCHEDULING OF DELIVERIES ON ACCOUNT OF FORCE MAJEURE CONDITIONS, IF SO AGREED BY THE BHEL, WILL NOT ENTAIL THE VENDOR TO CLAIM ANY INCREASE IN THE PRICE ON WHATSOEVER ACCOUNT. NOTWITHSTANDING ABOVE PROVISIONS, BHEL SHALL RESERVE THE RIGHT TO CANCEL THE ORDER/ CONTRACT, WHOLLY OR PARTLY, IN ORDER TO MEET THE OVERALL PROJECT SCHEDULE AND MAKE ALTERNATIVE ARRANGEMENTS. IF DEEMED NECESSARY, BHEL MAY TAKEOVER PARTLY PROCESSED MATERIAL AT A MUTUALLY AGREED PRICE.</p> | |
| 47 | <p>FRAUD PREVENTION POLICY : THE BIDDER ALONG WITH ITS ASSOCIATE/ COLLABORATORS/ SUB-CONTRACTORS/ SUB-VENDORS/ CONSULTANTS/ SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON BHEL WEBSITE WWW.BHEL.COM AND SHALL IMMEDIATELY BRING TO THE NOTICE OF BHEL MANAGEMENT ABOUT ANY FRAUD OR SUSPECTED FRAUD AS SOON AS IT COMES TO THEIR NOTICE.</p> | |
| 48 | <p>SHORT SHIPMENTS/ WARRANTY/GUARANTEE REPLACEMENTS: IN CASE OF ANY SHORT SHIPMENT DURING INITIAL SUPPLY WHICH IS SUBSEQUENTLY DISPATCHED BY THE VENDOR OR ANY GUARANTEE / WARRANTY REPLACEMENTS SHALL BE DISPATCHED ON "FOR-BHEL STORES/DESIGNATED DESTINATION" BASIS FOR INDIGENOUS ITEMS. TAXES, IF ANY PAID BY INDIGENOUS VENDOR FOR GUARANTEE /WARRANTY REPLACEMENT, REPAIR ACTIVITY EXCLUDING SHORT SUPPLY SHALL BE TO VENDOR'S ACCOUNT ONLY. THE VENDOR HAS TO RAISE A CREDIT NOTE FOR SHORT SUPPLIED QUANTITY AS PER GST PROVISIONS.</p> | |
| 49 | <p>E WAY BILL: THE SUPPLIER HAS TO ARRANGE FOR E WAY BILL AS APPLICABLE FOR ANY MOVEMENT OF GOODS ALONG WITH OTHER PRESCRIBED DOCUMENTS AS PER GST LAW. THE SUPPLIER HAS ALSO TO COMPLY WITH ANY AMENDMENT AS PRESCRIBED FROM TIME TO TIME UNDER E WAY BILL RULE. ANY FINANCIAL IMPLICATION ARISES ON BHEL DUE TO NONCOMPLIANCE OF E WAY BILL RULE WILL BE PASSED ON TO THE SUPPLIER.</p> | |
| 50 | <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> | |
| 51 | <p>THE BIDDER SHALL REGISTER THEMSELVES ON GEM PORTAL AND SHALL QUOTE THEIR GEM SELLER ID IN THEIR OFFER. GEM SELLER ID IS MANDATORY FOR PLACEMENT OF PURCHASE ORDER EXCEPT IN CASES WHERE FREE ISSUE MATERIAL IS TO BE ISSUED BY BHEL .</p> | |
| 52 | <p>REJECTION/REPLACEMENT:</p> <p>THE SELLER SHALL ARRANGE REPLACEMENT / REPAIR UNDER ITS OBLIGATION UNDER THE CONTRACT. SELLER SHALL BE GIVEN GROUND RENT FREE PERIOD OF 90 DAYS FROM THE DATE OF REJECTION TO LIFT REJECTED MATERIAL. BEYOND 90 DAYS, A GROUND RENT OF 0.25% OF VALUE OF REJECTED MATERIAL PER WEEK WILL BE LEVIED FOR A MAXIMUM PERIOD OF 4 WEEKS. BEYOND THIS PERIOD SUPPLIER FORFEITS THEIR RIGHT TO THE MATERIALS.</p> | |
| 53 | <p>CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:</p> <p>A BIDDER SHALL NOT HAVE CONFLICT OF INTEREST WITH OTHER BIDDERS. SUCH CONFLICT OF INTEREST CAN LEAD TO ANTI-COMPETITIVE PRACTICES TO THE DETRIMENT OF PROCURING ENTITY'S INTERESTS. THE BIDDER FOUND TO HAVE A CONFLICT OF INTEREST SHALL BE DISQUALIFIED. A BIDDER MAY BE CONSIDERED TO HAVE A CONFLICT OF INTEREST WITH ONE OR MORE PARTIES IN THIS BIDDING PROCESS, IF</p> <p>a) THEY HAVE CONTROLLING PARTNER (S) IN COMMON; OR</p> <p>b) THEY RECEIVE OR HAVE RECEIVED ANY DIRECT OR INDIRECT SUBSIDY FINANCIAL STAKE FROM ANY OF THEM; OR</p> <p>c) THEY HAVE THE SAME LEGAL REPRESENTATIVE/AGENT FOR PURPOSES OF THIS BID; OR</p> <p>d) THEY HAVE RELATIONSHIP WITH EACH OTHER, DIRECTLY OR THROUGH COMMON THIRD PARTIES, THAT PUTS THEM IN A POSITION TO HAVE ACCESS TO INFORMATION ABOUT OR INFLUENCE ON THE BID OF ANOTHER BIDDER; OR</p> <p>e) BIDDER PARTICIPATES IN MORE THAN ONE BID IN THIS BIDDING PROCESS. PARTICIPATION BY A BIDDER IN MORE THAN ONE BID WILL RESULT IN THE DISQUALIFICATION OF ALL BIDS IN WHICH THE PARTIES ARE INVOLVED. HOWEVER, THIS DOES NOT LIMIT THE INCLUSION OF THE COMPONENTS/ SUB-ASSEMBLY ASSEMBLIES FROM ONE BIDDING MANUFACTURER IN MORE THAN ONE BID; OR</p> <p>f) IN CASES OF AGENTS QUOTING IN OFFSHORE PROCUREMENTS, ON BEHALF OF THEIR PRINCIPAL MANUFACTURERS, ONE AGENT CANNOT REPRESENT TWO MANUFACTURERS OR QUOTE ON THEIR BEHALF IN A PARTICULAR TENDER ENQUIRY. ONE MANUFACTURER CAN ALSO AUTHORISE ONLY ONE AGENT/DEALER. THERE CAN BE ONLY ONE BID FROM THE FOLLOWING:</p> | |

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| | <p>1. THE PRINCIPAL MANUFACTURER DIRECTLY OR THROUGH ONE INDIAN AGENT ON HIS BEHALF; AND</p> <p>2. INDIAN/FOREIGN AGENT ON BEHALF OF ONLY ONE PRINCIPAL; OR</p> <p>g) A BIDDER OR ANY OF ITS AFFILIATES PARTICIPATED AS A CONSULTANT IN THE PREPARATION OF THE DESIGN OR TECHNICAL SPECIFICATIONS OF THE CONTRACT THAT IS THE SUBJECT OF THE BID; OR</p> <p>h) IN CASE OF A HOLDING COMPANY HAVING MORE THAN ONE INDEPENDENTLY MANUFACTURING UNITS, OR MORE THAN ONE UNIT HAVING COMMON BUSINESS OWNERSHIP/MANAGEMENT, ONLY ONE UNIT SHOULD QUOTE. SIMILAR RESTRICTIONS WOULD APPLY TO CLOSELY RELATED SISTER COMPANIES. BIDDERS MUST PROACTIVELY DECLARE SUCH SISTER/ COMMON BUSINESS/ MANAGEMENT UNITS IN SAME/ SIMILAR LINE OF BUSINESS.</p> | |
| 54 | VENDOR MUST VISIT OUR WEBSITE https://herp.bhel.com REGULARLY FOR ENQUIRY/PO/CLARIFICATIONS/FOR ANY LATEST UPDATES. | |
| 55 | MSME VENDORS CAN AVAIL BENEFITS OF PAYMENT THROUGH TRENDS/RXIL. | |
| 56 | <p>"THE OFFERS OF THE BIDDERS WHO ARE UNDER SUSPENSION AS ALSO THE OFFERS OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE FIRMS DEBARRED ACROSS BHEL, SHALL BE REJECTED. THE LIST OF FIRMS DEBARRED ACROSS BHEL IS AVAILABLE ON BHEL WEBSITE WWW.BHEL.COM.</p> <p>1.0 INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:</p> <p>1.1. COMMITMENT BY BHEL: BHEL COMMITS TO TAKE ALL MEASURES NECESSARY TO PREVENT CORRUPTION IN CONNECTION WITH THE TENDER PROCESS AND EXECUTION OF THE CONTRACT.</p> <p>BHEL WILL DURING THE TENDER PROCESS TREAT ALL BIDDER(S) IN A TRANSPARENT AND FAIR MANNER, AND WITH EQUITY.</p> <p>1.2. COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR:</p> <p>1.2.1. THE BIDDER/ SUPPLIER/ CONTRACTOR COMMIT TO TAKE ALL MEASURES TO PREVENT CORRUPTION AND WILL NOT DIRECTLY OR INDIRECTLY INFLUENCE ANY DECISION OR BENEFIT WHICH HE IS NOT LEGALLY ENTITLED TO NOR WILL ACT OR OMIT IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE, 1860 OR ANY OTHER LAW IN FORCE IN INDIA.</p> <p>1.2.2. THE BIDDER/ SUPPLIER/ CONTRACTOR WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, AND IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT AND SHALL ADHERE TO RELEVANT GUIDELINES ISSUED FROM TIME TO TIME BY GOVT. OF INDIA/ BHEL.</p> <p>1.2.3. THE BIDDER/ SUPPLIER/ CONTRACTOR WILL PERFORM/ EXECUTE THE CONTRACT AS PER THE CONTRACT TERMS & CONDITIONS AND WILL NOT DEFAULT WITHOUT ANY REASONABLE CAUSE, WHICH CAUSES LOSS OF BUSINESS/ MONEY/ REPUTATION, TO BHEL.</p> <p>IF ANY BIDDER/ SUPPLIER/ CONTRACTOR DURING PRE-TENDERING/ TENDERING/ POST TENDERING/ AWARD/ EXECUTION/ POST-EXECUTION STAGE INDULGES IN MALPRACTICES, CHEATING, BRIBERY, FRAUD OR AND OTHER MISCONDUCT OR FORMATION OF CARTEL SO AS TO INFLUENCE THE BIDDING PROCESS OR INFLUENCE THE PRICE OR ACTS OR OMMITS IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE, 1860 OR ANY OTHER LAW IN FORCE IN INDIA, THEN, ACTION MAY BE TAKEN AGAINST SUCH BIDDER/ SUPPLIER/ CONTRACTOR AS PER EXTANT GUIDELINES OF THE COMPANY AVAILABLE ON WWW. BHEL.COM AND/OR UNDER APPLICABLE LEGAL PROVISIONS".</p> | |
| 57 | <p>BID SECURITY OR EARNEST MONEY DEPOSIT (EMD): TO SAFE GUARD AGAINST A BIDDER'S WITHDRAWING OR ALTERING ITS/ HIS BID DURING THE BID VALIDITY PERIOD, BID SECURITY [ALSO KNOWN AS EARNEST MONEY DEPOSIT (EMD)] SHALL BE OBTAINED FROM THE BIDDERS ALONG WITH THEIR BIDS (EXCEPT MICRO AND SMALL ENTERPRISES (MSES) OR STARTUPS AS RECOGNIZED BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE (DPIIT)). THE AMOUNT OF EMD SHALL BE AS MENTIONED IN ENQUIRY.</p> <p>1. MODES OF DEPOSIT</p> <p>A) THE EMD MAY BE ACCEPTED ONLY IN THE FOLLOWING FORMS AND THE SAME MUST BE SUBMITTED BEFORE TENDER OPENING:</p> <p>(I) ELECTRONIC FUND TRANSFER CREDITED IN BHEL ACCOUNT.</p> <p>(II) BANKER'S CHEQUE/ PAY ORDER/ DEMAND DRAFT, IN FAVOUR OF BHEL.</p> <p>(III) FIXED DEPOSIT RECEIPT (FDR).(IN THE NAME OF " BIDDER'S NAME A/C BHEL")</p> <p>(IV) BANK GUARANTEE FROM ANY OF THE SCHEDULED BANKS.</p> <p>(V) INSURANCE SURETY BONDS.</p> <p>B) IN CASE THE EMD IS MORE THAN RUPEES TWO LAKH AND IN CASE OF FOREIGN BIDDERS, IT MAY BE IN THE FORM OF A BANK GUARANTEE (IN EQUIVALENT FOREIGN EXCHANGE AMOUNT, IN CASE OF FOREIGN BIDDERS) ISSUED/ CONFIRMED FROM ANY OF THE SCHEDULED COMMERCIAL BANK IN INDIA IN AN ACCEPTABLE FORM. THE EMD SHALL REMAIN VALID FOR A PERIOD OF 45 (FORTY-FIVE) DAYS BEYOND THE FINAL BID VALIDITY PERIOD.</p> <p>2. FORFEITURE OF EMD</p> <p>I) A BIDDER'S EMD WILL BE FORFEITED IF THE BIDDER WITHDRAWS OR AMENDS ITS/HIS TENDER OR IMPAIRS OR DEROGATES FROM THE TENDER IN ANY RESPECT WITHIN THE PERIOD OF VALIDITY OF THE TENDER OR IF THE SUCCESSFUL BIDDER FAILS TO FURNISH THE REQUIRED PERFORMANCE SECURITY WITHIN THE SPECIFIED PERIOD MENTIONED IN THE TENDER.</p> <p>(II) EMD BY THE TENDERER SHALL BE WITHHELD IN CASE ANY ACTION ON THE BIDDER IS ENVISAGED UNDER THE PROVISIONS OF EXTANT "GUIDELINES ON SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS" AND FORFEITED/ RELEASED BASED ON THE ACTION AS DETERMINED UNDER THESE GUIDELINES.</p> <p>3. RETURN OF EMD</p> <p>(I) BID SECURITIES OF THE UNSUCCESSFUL BIDDERS SHALL BE RETURNED TO BIDDER AT THE EARLIEST AFTER EXPIRY OF THE FINAL BID VALIDITY PERIOD AND LATEST BY THE 30TH DAY AFTER THE AWARD OF THE CONTRACT. HOWEVER, IN CASE OF TWO PACKET OR TWO STAGE BIDDING, BID SECURITIES OF UNSUCCESSFUL BIDDERS DURING FIRST STAGE I.E. TECHNICAL EVALUATION ETC. SHALL BE RETURNED WITHIN 30 DAYS OF DECLARATION OF RESULT OF FIRST STAGE I.E. TECHNICAL EVALUATION ETC.</p> <p>(II) BID SECURITY SHALL BE REFUNDED TO THE SUCCESSFUL BIDDER ON CONCLUSION OF THE ORDER/ RECEIPT OF A PERFORMANCE SECURITY (IF CALLED IN THE TENDER).</p> <p>(III) EMD SHALL NOT CARRY ANY INTEREST.</p> | |
| 58 | <p>PERFORMANCE SECURITY (PS): TO ENSURE DUE PERFORMANCE OF THE CONTRACT, PERFORMANCE BANK GUARANTEE (PBG) OR SECURITY DEPOSIT (SD), HEREAFTER REFERRED AS PERFORMANCE SECURITY SHALL BE OBTAINED FROM THE SUCCESSFUL BIDDER AWARDED THE CONTRACT. THE PERFORMANCE SECURITY OF REQUIRED AMOUNT IS TO BE SUBMITTED BY THE DATE SPECIFIED IN THE PO/CONTRACT.</p> <p>1. MODES OF DEPOSIT:</p> <p>A) PERFORMANCE SECURITY MAY BE FURNISHED IN THE FOLLOWING FORMS:</p> <p>(I) LOCAL CHEQUES OF SCHEDULED BANKS (SUBJECT TO REALIZATION)/ PAY ORDER/ DEMAND DRAFT/ ELECTRONIC FUND TRANSFER IN FAVOUR OF BHEL.</p> <p>(II) BANK GUARANTEE FROM SCHEDULED BANKS / PUBLIC FINANCIAL INSTITUTIONS AS DEFINED IN THE COMPANIES ACT. THE BANK GUARANTEE FORMAT SHOULD HAVE THE APPROVAL OF BHEL.</p> <p>(III) FIXED DEPOSIT RECEIPT ISSUED BY SCHEDULED BANKS / PUBLIC FINANCIAL INSTITUTIONS AS DEFINED IN THE COMPANIES ACT (FDR SHOULD BE IN THE NAME OF THE CONTRACTOR, A/C BHEL).</p> <p>(IV) SECURITIES AVAILABLE FROM INDIAN POST OFFICES SUCH AS NATIONAL SAVINGS CERTIFICATES, KISAN VIKAS PATRAS ETC. (HELD IN THE NAME OF CONTRACTOR FURNISHING THE SECURITY AND DULY ENDORSED/ HYPOTHECATED/ PLEDGED, AS APPLICABLE, IN FAVOUR OF BHEL).</p> <p>(V) INSURANCE SURETY BOND.</p> <p>(NOTE: BHEL WILL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR THE COLLECTION OF INTEREST OR RENEWAL OF THE DOCUMENTS OR IN ANY OTHER MATTER CONNECTED THEREWITH)</p> <p>B) IN CASE OF GTE TENDERS, THE PERFORMANCE SECURITY SHALL BE IN THE SAME CURRENCY AS THE CONTRACT AND MUST CONFORM TO UNIFORM RULES FOR DEMAND GUARANTEES (URDG 758) - AN INTERNATIONAL CONVENTION REGULATING INTERNATIONAL SECURITIES.</p> <p>(C) PERFORMANCE SECURITY IS TO BE FURNISHED WITHIN A SPECIFIED DATE (GENERALLY 14(FOURTEEN) DAYS AFTER NOTIFICATION OF THE AWARD) AND IT SHOULD REMAIN VALID FOR A PERIOD OF 60 (SIXTY) DAYS BEYOND THE DATE OF COMPLETION OF ALL CONTRACTUAL OBLIGATIONS OF THE SUPPLIER, INCLUDING WARRANTY OBLIGATIONS.</p> <p>2. FORFEITURE OF PERFORMANCE SECURITY: THE PERFORMANCE SECURITY WILL BE FORFEITED AND CREDITED TO BHEL'S ACCOUNT IN THE EVENT OF A BREACH OF CONTRACT BY THE SUPPLIER.</p> <p>3. RETURN OF PERFORMANCE SECURITY (PS): PS SHALL BE REFUNDED TO THE BIDDER WITHOUT INTEREST, AFTER HE DULY PERFORMS AND COMPLETES THE CONTRACT IN ALL RESPECTS BUT NOT LATER THAN 60(SIXTY) DAYS OF COMPLETION OF ALL SUCH OBLIGATIONS INCLUDING THE WARRANTY UNDER THE CONTRACT.</p> <p>4. THE PERFORMANCE SECURITY SHALL NOT CARRY ANY INTEREST.</p> | |
| 59 | BREACH OF CONTRACT, REMEDIES AND TERMINATION: IN CASE OF BREACH OF CONTRACT, WHEREVER THE VALUE OF SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT IS ATLEAST 10% OF THE CONTRACT VALUE, THE SAME BE ENCASHED. IN CASE THE VALUE OF THE SECURITY | |

GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY
(FOR INDIAN VENDORS)

Amendment- 24
ANNEXURE-A

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| | INSTRUMENTS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE BALANCE AMOUNT BE RECOVERED FROM OTHER FINANCIAL REMEDIES (I.E. AVAILABLE BILLS OF THE CONTRACTOR, RETENTION AMOUNT, ETC. WITH BHEL) OR LEGAL REMEDIES BE PURSUED. FURTHER, LEVY OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATION, DE-SCOPING, SHORT-CLOSURE, ETC., SHALL BE APPLIED AS PER PROVISIONS OF THE CONTRACT. | |
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NOTE:

1. PLEASE FILL IN THIS FORMAT AND SEND COMPULSORILY ALONG WITH QUOTATION WITH VENDOR'S SEAL, SIGNATURE AND DATE.

SIGNATURE ALONG WITH SEAL AND DATE:

On Bidder's office letter pad

Make in India (Model Certificate) Annexure-I

Self-Declaration

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| Enquiry No. | |
| Enquiry Date | |

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018, 29.05-2019 and 04.06.2020

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

| | |
|--------------------|--|
| Door No. | |
| Street / Address 1 | |
| Street / Address 2 | |
| District | |
| State | |
| Country | |
| PIN Code | |

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all Yellow color field)