

TENDER DETAILS

<i>ENQUIRY No.</i>	1402300003	<i>ENQUIRY DATE</i>	09.11.2023
<i>DESCRIPTION</i>	Supply of Venturi Nozzle Forgings	<i>DUE DATE</i>	07.12.2023

Item Sl. No.	Description	Material Code	Unit	Quantity
10	Venturi Nozzle Forgings As per Drg. No. 3-93-172-05595 Spec : SB 564 UNS N06690	D16730213001	Nos.	12

ATTACHMENTS:

Pre-Qualification requirement

Annexure D - Enquiry Terms and Conditions

Annexure C - Vendor details

Drawings

Sample QAP

Penetrant List

Integrity Pact


"LD clause has to be confirmed without fail."

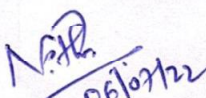
The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants /service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

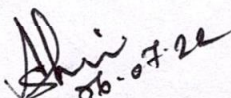
SPECIAL CONDITION ANNEXURE – A

PR No.: 131919509

1. The indented items are required for NPCIL / Fleet, 700MWe Steam Generator Project.
2. Two-part bid, open tender to be floated.
3. End Use and End User Certificates will not be provided by BHEL.
4. Supply of Venturi Nozzle as per SB 564 UNS-N06690 (Thermally treated) and GQP/SG/FLEET/14 at machined conditions as per Drawing No. 3-93-172-05595/00. Supplier to confirm.
5. Supplier shall confirm for all stages in Generic Quality plan. Deviations shall be mentioned in the offer itself.
6. **For offer acceptance**, Suppliers should have the capability and experience to produce the Inconel/ Austenitic stainless steel Forgings as per quality standards. Also, Supplier should have supplied the Inconel/ Austenitic stainless steel forgings for the nuclear application / Nuclear Power Corporation of India Limited.
7. **As a documentary proof of supplier's experience** in manufacturing the Inconel/ Austenitic stainless steel forgings, supplier shall submit the unpriced P.O., Signed Test Certificates (Signed or accepted by Customer/TPI) and Shipping release document/ supply invoice copy/bill of lading/delivery challan with specifications and details of customer along with the offer.
8. Offers received will be evaluated by BHEL and NPCIL. Final acceptance of the offers will be based on NPCIL recommendation.
9. Supplier shall submit their QA Manual/Quality Manual in line with ISO 9001 (Latest version) for review and acceptance by BHEL
10. Due to stringent quality requirements, offers from traders/dealers/stockist/distributors shall not be considered for evaluation.
11. Supplier has to submit the following Quality documents for review and approval from BHEL and NPCIL.
 - Quality Assurance Plan(QAP) including format in line with Generic Quality Plan (GQP/SG/FLEET/14).
 - Manufacturing Process Plan(MPP) & Heat Treatment Plan (HT Plan)
 - Material Sampling and Testing Plan(MSTP)
 - NDE Procedures and Technique sheets & Report Formats


06/07/22
Engineering
(M. ARUN KUMAR)


06/07/22
Quality Assurance
(NITHIN R)


06-07-22
Materials Planning
(ASHWIN KUMAR)

SPECIAL CONDITION ANNEXURE – A

PR No.: 131919509

12. The actual production of material is permitted only after approval of all documents required for manufacturing / inspection / testing activities by BHEL and NPCIL.
13. Inspection agency for imports are BHEL & “NPCIL or NPCIL appointed third party inspection (TPI) agency”. Inspection agency for indigenous supply are BHEL and NPCIL.
14. Chemical and mechanical tests shall be carried out in In-house labs or Labs meeting the requirements as per National/International standards like ISO 9001/ ISO/IEC 17025 etc. or Government approved labs.
15. Supplier shall submit Test Certificates of finished materials for our review. Dispatch clearance will be given after acceptance of Test Certificates by BHEL & NPCIL.
16. Supplier to submit his technical and commercial bid conforming to the above points as given in this annexure.
17. Documentation: Three sets of documents containing (i.) Test Certificates and respective test reports (ii.) copies of the approved quality documents and test procedure, (iii.) design change requisitions (if any) and (iv.) Drawing etc. to be provided along with the supply of items.

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06/07/2022
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SPECIAL CONDITION ANNEXURE - B

Requirements of Financial Soundness:

1. Import suppliers shall submit latest report from any reputed third party business rating agency like Dun &Bradstreet, Credit reform etc.
2. Indigenous supplier shall submit audited copies of annual reports (Balance Sheet), Profit & Loss statement for the last three years (or from the date of incorporation whichever is less) and GST Certificate.

This Special Condition Annexure-B (Financial Soundness) along with Special Condition Annexure-A (Technical Qualification requirements) together will form the Pre-Qualification requirements for this PR.

ASHWIN
KUMAR
MAROLI

Digitally signed
by ASHWIN
KUMAR MAROLI
Date:
2022.04.13
11:31:19 +05'30'

**BHARAT HEAVY ELECTRICALS LIMITED
ATP/PURCHASE
BHEL / TRICHY-620 014.**

**ANNEXURE-D Rev 01
ENQ.No.1402300003**

Dt.09-11-2023

Enquiry Terms & Conditions for Supply of Venturi Nozzle Forgings

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

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation. (If otherwise mentioned).

Sl No	BHEL Requirements	Supplier Comments		
01	<p><u>Material specification:</u> Supply of Venturi Nozzle Forgings shall be made strictly as per SB564 UNS N06690, Drawings, Generic Quality Plan and Special Condition Annexure A as mentioned in the enquiry.</p>			
02	<p><u>Specification, Size & Quantity:</u></p> <p>a) All the Venturi Nozzle Forgings are to be supplied fully meeting the NPCIL Specification PC-M-960 Rev.01, Drawings, Generic Quality Plan and Special Condition Annexure A. If there is any deviation, the same should be mentioned clearly in the offer itself.</p> <p>b) Quantity of the Forgings shall be supplied as per tendered quantity and it is not splittable.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Venturi Nozzle Forgings As per Drg. No. 3-93-172-05595 Spec : SB 564 UNS N06690</td> <td style="padding: 5px; text-align: center;">12 nos</td> </tr> </table> <p>c) Inspection agency for Indigenous suppliers – BHEL & NPCIL.</p> <p>d) Inspection agency for import suppliers - BHEL & NPCIL or NPCIL appointed third party inspection (TPI) agency.</p> <p>e) Point wise confirmation for Special Condition Annexure A (Pre-Qualification Criteria) and manufacturing facility details are to be mandatorily filled & signed by the bidder and to be uploaded in NIC portal (https://eprocurebhel.co.in) along with Technical Bid (Part 1 bid).</p> <p>f) Review, Witness and Hold Points</p> <p>Review – All relevant records pertaining to the process/ activity should be produced to BHEL & NPCIL, as the case may be, for verification.</p> <p>Witness – Witness points are critical steps in manufacturing and examination/ inspection / testing, where the supplier is obliged to notify BHEL & NPCIL, as the case may be, sufficiently in advance of the start of the operation / test so that the same could be witnessed. The supplier may proceed with the work past a witness point, provided BHEL / BHEL & NPCIL, as the case may be, had waived the same or notified to the supplier of the inability to attend it at the scheduled date / even at a later date. However, surprise visit could be made to verify such activity and retest may be demanded in case of any discrepancy. Parallel processing, notwithstanding the waiver of inspection for the current stage of manufacturing/ testing, is not permitted normally, however with written permission of BHEL / BHEL & NPCIL further processing/ activity could be done.</p> <p>Hold – BHEL & NPCIL witness & clearance is mandatory before proceeding with further activity. Under no circumstances further activities should proceed without formal clearance from BHEL & NPCIL for the current stage."</p>	Venturi Nozzle Forgings As per Drg. No. 3-93-172-05595 Spec : SB 564 UNS N06690	12 nos	
Venturi Nozzle Forgings As per Drg. No. 3-93-172-05595 Spec : SB 564 UNS N06690	12 nos			

03	<p><u>Offer Submission:</u></p> <p>a) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only.</p> <p>b) Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the E-Procurement NIC PORTAL (https://eprocurebhel.co.in) ONLY.</p> <p>c) Scanned copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal.</p> <p>d) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, https://eprocurebhel.co.in http://www.bhel.com/tender/</p> <p>e) Acceptance of offer will be subject to existing customer approval.</p> <p>f) Quoted Currency. Supplier Shall indicate the quoted currency. If there is any discrepancy in the terms quoted in techno-commercial bid and price bid, the terms as per the techno commercial bid (part-1) shall hold good and the commercial term quoted in Price bid (Part-II) shall not be considered.</p> <p>g) The quoted / finalized rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
04	<p><u>Reverse Auction</u></p> <p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) 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>	
05	<p>Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements:</p> <p>Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (https://eprocurebhel.co.in). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.</p> <p>For foreign Principal</p> <p>In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage http://www.cca.gov.in/cca/.</p> <p>For Indian agent</p> <p>In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.</p>	
06	<p><u>Validity:</u></p> <p>The offers shall be kept open for acceptance for 120 days from the date of Tender opening. Once the tenders are submitted, rates cannot be changed on any grounds.</p>	
07	<p><u>Delivery:</u></p> <p>The offer shall clearly indicate delivery period in fixed number of weeks/Months for each lot from the date of approval of technical documents and manufacturing clearance.</p>	
08	<p><u>Goods and Service Tax (GST)</u></p> <p><u>Indigenous suppliers:</u></p> <ul style="list-style-type: none"> • Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST. • Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to 	

	<p>party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.</p> <ul style="list-style-type: none"> • All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). • Invoices will be processed only upon completion of statutory requirement and further subject to following: <ul style="list-style-type: none"> o Vendor declaring such invoice in Form GST ANX-1 o Receipt of Goods or Services and Tax invoice by BHEL • As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2). • In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL. • In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-06 or GSTR-3B to be filed) within stipulated time, then GST paid on the invoices pertaining to the month for which GST amount not remitted by the vendor will be withheld from other payments of the vendor / recovered from the vendor. • In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor. • Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor. • GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor. • GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred. <p>Import Suppliers: Supplier shall mention the HSN code of each item quoted by them in the offer. The HSN shall be mentioned in the Invoice also for each item without fail.</p> <p>Since GST is implemented, the taxes & duties will prevail as per the government notification/ guidelines. Our Provisional GST registration no. is 33AAACB4146P2ZL. However, it will be mandatory to confirm from BHEL for this mentioned GST no. Suppliers may quote their GST no with valid proof in the quotation. Also before quoting of tender it is suggested to consider all the factors in line with GST guidelines for input tax credit to arrive ranking of quoted suppliers.</p>	
09	<p><u>Indigenous vendors – Terms of delivery:</u></p> <ul style="list-style-type: none"> • Bidders should submit their offer on FOR Destination -BHEL Stores, Trichy basis. The quote should be inclusive of all charges, including testing, packing & forwarding, inspection, Insurance etc. (Ex-Works offers will not be considered). • The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch. 	
10	<p><u>IMPORT Vendors - Terms of Delivery:</u></p> <ol style="list-style-type: none"> a) Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner in Liner Out) basis. b) Port of loading should be indicated without fail. c) Port of discharge should be Chennai. d) The preferred shipment mode is "Containerized Cargo or Break Bulk" shall be specified clearly in the offer. <p><u>FOR CFR INCO TERMS – CONTAINERIZED CARGO</u></p> <ol style="list-style-type: none"> a.) For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges 	

payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided.

- b.) In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable".

BREAKBULK CARGO:

- I. For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis.
- II. The materials will be Custom cleared from Port itself.

INFORMATION TO IMPORT SUPPLIERS:

- a) Indian Customs imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. Bill of Entry is Required to be Filed Latest by the End of Day Preceding the Day (including Holidays) of Arrival of the Vessel for sea shipments and by the end of same day on arrival of air shipment. Penalty for not filing Bill of Entry within the specified time period is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter).
- b) The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.
- c) Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to:
 Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival
 Discrepancy in documents
 Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port)
- d) All the shipments for the contracts (POs) finalized on CFR -Chennai Port basis
- (i) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.
- (ii) The detention/demurrage charges arising due to the nomination of containers under single BL to different/ multiple CFS by the liner will be deducted from Vendor's bills only.
- (iii) The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only.
- (iv) Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge no other charges will be borne by BHEL.
- (v) The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are:
- a. CIC - Container Imbalance Charges/Surcharges
 - b. EIC - Equipment Imbalance Charge/Surcharges
 - c. CAF - Container/Currency Adjustment Factor
 - d. BAF - Bunker adjustment Factor
 - e. RDS - Rupee Depreciation Surcharge
 - f. CDS - Currency Depreciation Surcharge
 - g. PCS - Port Congestion Surcharge
 - h. LSS - Low Sulphur Surcharge
 - i. Devanning Charges

11 Transport Conditions for Import:

The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment.

- a) 14 FREE DAYS for Container detention at final port of destination shall be provided and the same to be endorsed in the Bill of Lading. If there is no free day or less than 14 free days provided by the supplier, the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice.
- b) In the event of delayed submission of documents/ non-submission of documents by the supplier as per the mutually agreed terms, an amount up to 5% of the invoice value will be retained towards detention/

	<p>demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice.</p> <p>c) In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading".</p> <p>d) Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading.</p> <p>e) This is required to ensure avoidance of detention/ demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.</p>	
12	<p><u>Acceptance of materials supplied:</u></p> <p>a) The supply shall strictly as per the specifications in the tender /purchase order.</p> <p>b) Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.</p> <p>c) The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e mail within 120 days' from the delivery of items or delivery of the required test certificates /other documents whichever is later.</p> <p>d) In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier.</p> <p>e) In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days/months of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: http://www.bhel.com/vender_registration/vender.php. would be taken against such supplier.</p>	
13	<p><u>Payment terms:</u></p> <p><u>Indigenous:</u></p> <p>Payment for MSE vendors will be as per MSMED Act, 2006. For Micro & Small Enterprises vendors, BHEL Payment term is 100% direct EFT payment within 45 days from the date of Vehicle/Gate entry subject to acceptance of materials.</p> <p>For Medium Enterprises, BHEL Payment term is 100% direct EFT payment in 60 days from the date of Vehicle/Gate entry subject to acceptance of materials.</p> <p>For Non MSME vendors, BHEL Payment term is 100% direct EFT payment after 90 days from the date of Vehicle/Gate entry subject to acceptance of materials</p> <p><u>Import:</u></p> <p>BHEL Payment term is 100% payment on CAD basis after 90 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.</p> <p>If supplier insists for Usance LC with 120 days' credit, the same will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly along with MTC copies for opening of L.C. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account.</p> <p>Expiry of LC will deem any subsequent bill to be cleared against CAD</p> <p>Any deviation in the above payment term will attract loading as mentioned below: Marginal cost lending rate (MCLR) of SBI (as applicable on the date of bid opening, Techno commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of relaxation sought by bidders.</p> <p><u>New Suppliers:</u></p> <p>For new suppliers not registered with BHEL, Trichy for the product, Payment shall be made 90 days after receipt and acceptance of materials. In case of foreign supplier, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 90 days from the date of receipt & acceptance of material. If insisted for LC, after acceptance of first lot, only Usance LC with 120 days' credit will be opened one month prior to material readiness.</p> <p>Offers with payment terms as Advance Payment & LC at Sight Shall be rejected.</p>	
14	<p><u>Liquidated Damage (Indigenous & Imports):</u></p> <ol style="list-style-type: none"> 1. Time is the essence of the contract. 2. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. 	

	<p>3. In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions.</p> <p>4. LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value.</p> <p>5. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p> <p>6. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</p> <p>Indigenous: For "FOR Delivery terms", Vehicle / Gate entry date will be taken for LD calculation. Import: For CFR terms, BL date will be considered for LD calculation.</p>	
15	<p><u>Breach of contract, Remedies and Termination:</u></p> <p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:</p> <ol style="list-style-type: none"> I. from dues available in the form of Bills payable to defaulted supplier against the same contract. II. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit. III. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.</p>	
16	<p><u>Warranty:</u></p> <p>Supplier to accept warrantee against non-compliance to specification requirements for "18 months from the date of dispatch of forgings".</p> <p>Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.</p>	
17	<p><u>Non-Disclosure Agreement(NDA):</u></p> <p>The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).</p>	
18	<p><u>Patent Right</u></p> <p>The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.</p>	
19	<p>PARTICULARS TO BE FURNISHED BY FOREIGN VENDORS FOR EVALUATION OF BIDS WITH CUSTOMS DUTY BENEFIT</p> <p>A. Whether PTA/ CEPA or any other agreement/treaty between respective Governments/Countries exists and the same is applicable for your supplies w.r.t this Enquired Items/tender.</p> <p>B. If yes, mention the Concessional Customs Duty (Such Duty Benefits)</p> <p>C. Documentary proof for the applicable Concessional Customs Duty (eg. PTA/ CEPA or other agreement) shall be submitted along with the Part-1 bid.</p> <p>D. Relevant documents and details to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents</p> <p>E. In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.</p>	<p>VENDOR COMMENTS</p> <p>YES / NO</p> <p>%</p> <p>SUBMITTED/ NOT SUBMITTED</p> <p>CONFIRMED/ NOT CONFIRMED</p> <p>CONFIRMED/ NOT CONFIRMED</p>


	<p>Note: Evaluation of the Price bids will be based on the above details only and unless mentioned/furnished by the vendor, Customs Duty benefit will not be applied for evaluation purposes.</p>
<p>20</p>	<p><u>Role of Agents</u></p> <p>a. BHEL strongly discourages the engagement of Agents by foreign principals, to deal with BHEL, in BHEL's tenders.</p> <p>b. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same.</p> <p>c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>Vendors/ principals proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian agent.</p>
<p>21</p>	<p><u>Agency Commission:</u></p> <p>a) If overseas principal has any tie-up with any third party/ agents, it should be declared while submitting offers.</p> <p>b) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the Performa invoice and this will be paid by BHEL in India, in Indian rupees, on satisfactory completion of the contract.</p> <p>c) Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer.</p> <p>d) For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken.</p>
<p>22</p>	<p><u>Evaluation Criteria:</u></p> <p>The Evaluation Currency for this tender shall be "INR". The offers of vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation process is as detailed below:</p> <p><u>Indigenous:</u></p> <p>Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term & LD (C) – Applicable input tax credit (D) + Loading for Inspection (E)</p> <p>A. Indigenous vendors submit offers on Free on Road (FOR), Trichy in INR.</p> <p>B. GST and any other charges quoted by indigenous vendors will be added to the base price.</p> <p>C. Loading for payment terms & non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate.</p> <p>D. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost.</p> <p><u>Import:</u></p> <p>Total Landed cost = CFR Rate in INR (A) + Applicable Duties (B) + Incidental Charges (C) + Loading for payment term & LD (D) + Loading for Inspection (E)</p> <p>A. Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILo – Liner In Liner Out) basis in foreign currency, which will be converted to INR by multiplying with the Exchange rate (SBI TT Selling rate) as on the technical bid opening date.</p> <p>B. Customs duty, Safe guard duty and antidumping duty as applicable will be added to the INR price.</p> <p>C. Incidental charges of 1.407% will be added to the CFR Value. The incidental charge is inclusive of Insurance, port handling charges, & freight charges for movement from Chennai port to BHEL, Trichy.</p> <p>D. Loading for payment terms & Non-acceptance of Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost.</p> <p>Note: "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".</p>

	<p>E. Loading for Inspection (For both Import and Indigenous):</p> <p>BHEL Personnel (2 Persons) will be at vendor works for Reviewing / Witnessing of stage wise testing as indicated in Quality Plan from the date of approval of all technical documents till the dispatch of final lot of forgings. Expense to BHEL for the above mentioned time frame will be loaded to the quoted rate, based on the quoted delivery period for both lots.</p>	
<p>23</p>	<p>General condition:</p> <ol style="list-style-type: none"> a) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation. b) Three sets of documents containing Test certificates, Copies of the approved quality documents and test procedures, DCR and Drawings, etc must be provided along with the supply of Raw materials. Dispatch clearance for material shall be given after acceptance of TC's by BHEL & NPCIL. c) Supplier has to submit Quality documents and related test procedures for approval. d) Shipment of Venturi Nozzle Forgings shall be as per the dates mentioned in the enquiry. e) For Indigenous supply, chemical composition and mechanical test are to be carried out in NABL accredited laboratory only. f) No revision of prices shall be allowed after the tenders are opened. g) For the evaluation purposes, exchange rate (TT selling rate of SBI) as on schedule date of tender opening (Part I, i.e technical bid, in case of two part bid) shall be considered. h) BHEL will consider the ranking after the loading is applied wherever deviations are observed. i) BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons. j) In the event of our customer order covering this tender being cancelled / placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender / your purchase order at any stage of execution. k) Offer will be evaluated based on Landed cost to BHEL- Trichy on total package basis only. l) Vendor should physically weigh the materials before stuffing them into container and incorporate the same in BL and packing slip. m) Offers for partial quantities of a given item are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item. n) No payment will be made for the excess quantity. o) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry. p) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for registration / evaluation of the bid etc. q) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above. r) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. s) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. <p>For any clarification you can contact to rmeqa@bhel.in, Contact no. 0431 2575458.</p>	

	Dept: ATP/Purchase Address: 4th Floor, 24 Building HPBP, BHEL, Trichy- 620014 Email: rmega@bhel.in Phone: 0431-257-5458	Dept: ATP/Purchase Address: 4th Floor, 24 Building HPBP, BHEL, Trichy-620014 Email: jjjohn@bhel.in Phone: 0431-257-7849	
29	<p><u>Tax Residency Certificate (Import Suppliers)</u></p> <p>As per extant provisions of Income Tax Act,1962 in India, foreign suppliers have to submit the following documents to avail benefits under DTAA at time of each dispatches, failing which TDS will be applicable considering Business Income in India. (Current TDS rate @ 40% as per the extant law provisions) plus applicable surcharge and cess is to be deducted u/s. 195 of I.T Tax Act.</p> <ul style="list-style-type: none"> • Valid Tax Residency Certificate issued by Govt / Tax agency of country. • Form 10F duly filed signed. • No PE and No Business connection declaration in supplier's letter head. • Declaration of No Significant Economic Presence (SEP) in India as per Indian I.T Rule 11UD & indemnity to pay taxes at later stages on demand. <p>Self-declaration that Non-resident is eligible to obtain benefits of relevant DTAA between India and Supplier's country. (sample copy as per Annexure-DT2)</p>		
30	<p><u>Resolution of Disputes:</u></p> <p>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 contract/tender 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><u>Notes:</u></p> <ol style="list-style-type: none"> 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. 3. 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 Annexure X to this Enquiry Conditions. 4. The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions. 5. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force . 6. 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 provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. 7. The seat of arbitration shall be Trichy, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. 8. The contract shall be governed, construed and interpreted in accordance with the laws of India. 9. Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this 		

	<p>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> <p><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></p> <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 <i>inter se</i> 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. 05/003/2019-FTS-10937 dtd. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.</p>	
31	<p><u>In the event of Force Majeure:</u></p> <p>a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p>	
32	<p><u>Execution of the order:</u></p> <p>a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s.</p> <p>b. If the inspection fails, the vendor shall offer the material again as per ordered terms and specifications for further inspection.</p> <p>c. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.</p> <p>d. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.</p> <p>e. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.</p>	
33	<p><u>Set-off Clause:</u></p> <p>BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.</p>	
34	<p><u>Conflict of Interest Among Bidders/Agents:</u></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</p>	

	<p>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> <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; or <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 in the format provided as Annexure.</p>	
35	<p><u>Caution:</u></p> <p>a) The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</p> <p>b) The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.</p>	
36	<p><u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u> (Subject to participating MSE vendors meeting the tender requirements of BHEL)</p> <p>a) As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration no along with Udyam registration certificate.</p> <p>b) 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE vendor within the "L1+15% price band", the supply shall be shared proportionately.</p> <p>c) In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier.</p> <p>d) Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%.</p> <p>e) Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006.</p> <p>f) If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.</p> <p>g) Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs.</p>	

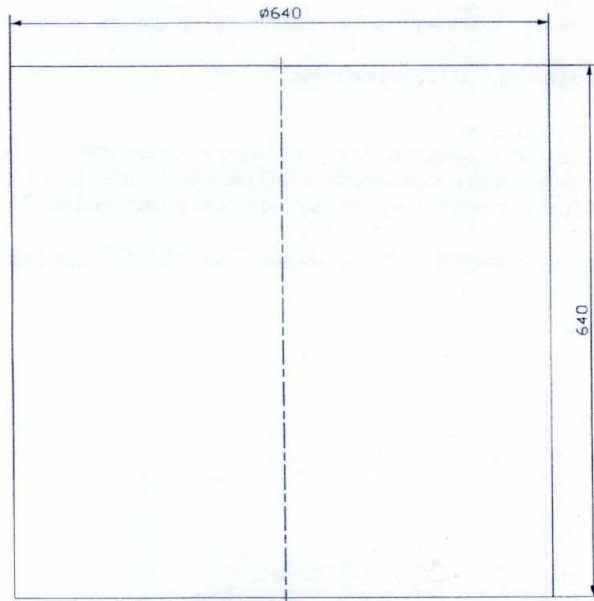
	<p>h) In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.</p> <p>i) MSE suppliers can avail the intended benefits only if they submit along with the offer, Valid EM-II certificate along with CA certificate or valid NSIC certificate or UAM certificate along with attested copy of a CA certificate (Format enclosed as below) applicable for the relevant financial year (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. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.</p>									
<p>37</p>	<p><u>Preference to Make in India:</u></p> <p>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 respective 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> <p>The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a declaration/certificate in this regard as per Govt. of India guidelines for Public Procurement.</p>									
<p>37</p>	<p><u>Restrictions for Procurement from a country sharing its land border with India</u></p> <p>Orders issued by Govt. of India with respect to Restriction under Rule 144 (xi) of GFR on procurement from bidders representing countries sharing land border with India will be applicable for this tender. In case of subsequent orders issued by Govt. of India regarding procurement from bidders representing countries sharing land border, the same shall be applicable even if issued after issue of this NIT.</p>									
<p>38</p>	<p><u>Enclosures:</u></p> <table border="0"> <tr> <td>a) Enquiry</td> <td>e) NDA Format</td> </tr> <tr> <td>b) Generic QP</td> <td>f) Drawings</td> </tr> <tr> <td>c) Quality Plan Format</td> <td>g) Integrity Pact</td> </tr> <tr> <td>d) Special Condition Annexure A & B (PQR)</td> <td>h) Approved list of penetrants</td> </tr> </table>	a) Enquiry	e) NDA Format	b) Generic QP	f) Drawings	c) Quality Plan Format	g) Integrity Pact	d) Special Condition Annexure A & B (PQR)	h) Approved list of penetrants	
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b) Generic QP	f) Drawings									
c) Quality Plan Format	g) Integrity Pact									
d) Special Condition Annexure A & B (PQR)	h) Approved list of penetrants									
<p>MEGANATHAN R  Digitally signed by MEGANATHAN R Date: 2023.11.09 16:20:25 +05'30'</p> <p>(On behalf of BHEL)</p>	<p><u>SIGNED BY MANUFACTURER / MILL</u></p> <p>Name of Mill: Designation / Department: Seal & Signature</p>									

02990-221-93-3
DRAWING NO. 3-93-172-05570

ALL DIMENSIONS ARE IN MILLIMETERS

NOTES:-

1. MATERIAL SPECIFICATION : SB-564 UNS-06690 (THERMALLY TREATED)
2. SURFACE FINISH : $\sqrt{3.2}$ OR FINER ALL OVER.
3. THE NOZZLE FORGING SHALL BE SUPPLIED IN FINISH MACHINED CONDITION AS SHOWN.
4. THE NOZZLE FORGING SHALL BE SUBJECTED TO 100% U.T AS PER ASME SPECIFICATION.
5. A SUITABLE, EASILY REMOVABLE RUST PREVENTIVE COATING SHALL BE APPLIED ON ALL MACHINED SURFACES.
6. THE COMPONENT SHALL BE FORGED AS CLOSE TO THE FINISHED SHAPE AS POSSIBLE.
7. APPROXIMATE WEIGHT : 1647 kg



TOLERANCE IF NOT SPECIFIED SHALL BE AS BELOW (REFER IS 2102-m)

		LINEAR		ANGULAR	
0.5 TO 3	± 0.1	400 TO 1000	± 0.6	0 TO 10	± 1'
3 TO 6	± 0.1	1000 TO 2000	± 1.2	10 TO 50	± 30'
6 TO 30	± 0.2	2000 TO 4000	± 2.0	50 TO 120	± 20'
30 TO 120	± 0.3	-	-	120 TO 400	± 10'
120 TO 400	± 0.5	-	-	OVER 400	± 5'

REV	DATE	ALTERED :
01	25.09.21	CHD&APPD : <i>[Signature]</i>

MATERIAL SPECIFICATION IS MODIFIED AS PER REVISED NPCIL TENDER DRAWING

CAUTION: The information on this document is the property of BHARAT HEAVY ELECTRICALS LTD. It must not be used directly or indirectly in any way detrimental to the interest of the company.

TYPE OF PRODUCT		700MWe STEAM GENERATOR					
OR NAME OF		W.O.No.D167-001-1-93-172-FLEET					
CUSTOMER/PROJECT		(Customer Drg: 700FLEET/33111/4019 & 4026/DD/REV.01)					
	Bharat Heavy Electricals Ltd		DRN	NAME	SIGNATURE	DATE	NO OF VAR
	UNIT: HIGH PRESSURE BOILER PLANT		CHD	MAK/EARUN	<i>[Signature]</i>	050821	
TIRUCHIRAPALLI - 620014		APPD	M. A	<i>[Signature]</i>	070821		
DEPT	GRADE OF	SCALE	WEIGHT (Kg)	REF TO ASSY / OLD DWG		ITEM NO	NO OF ITEMS
NC	UNTOOL DIM	1:5					
CODE	C/M/F						
TITLE			VENTURI NOZZLE (FORGING)		CARD CODE	DRAWING NO :	REV
					U 01	3-93-172-05570	01

Size A3

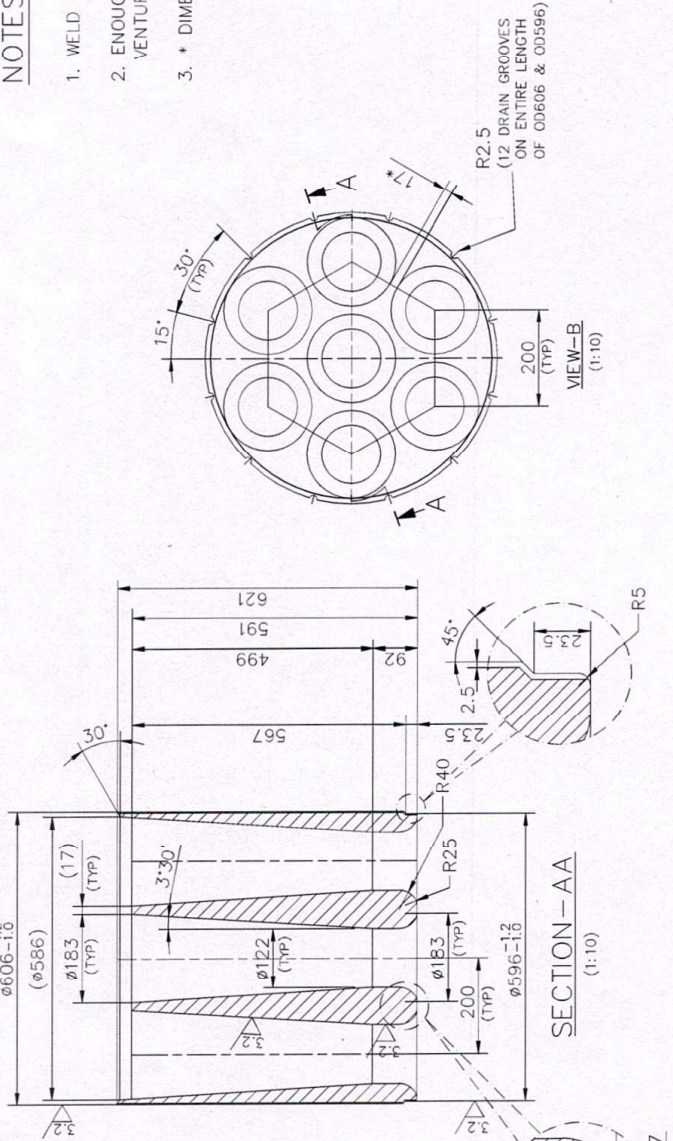
DRAWING NO. 3-93-172-05595

ALL DIMENSIONS ARE IN MILLIMETERS



NOTES: -

1. WELD EDGES AND MACHINED SURFACES SHALL BE SUBJECTED TO P.T.
2. ENOUGH PRECAUTION SHALL BE TAKEN WHILE MACHINING THE VENTURI PROFILE.
3. * DIMENSION IS FOR REFERENCE ONLY.



VENTURI NOZ (F) (1647 kg)	3-93-172-05570	781.000
DESCRIPTION	DRAWING NUMBER/SIZE	UNIT WEIGHT
ITEM NUMBER	MATERIAL CODE	QUANTITY
VARIANT NUMBER	MATERIAL SPECN	ZONE

TOLERANCE IF NOT SPECIFIED SHALL BE AS BELOW (REFER IS:2102-m)
(FOR MACHINING)

LINEAR	ANGULAR
0.5 TO 3 ±0.1	0 TO 10 ± 1'
3 TO 6 ±0.1	10 TO 50 ± 30'
6 TO 30 ±0.2	50 TO 120 ± 20'
30 TO 120 ±0.3	120 TO 400 ± 10'
120 TO 400 ±0.5	OVER 400 ± 5'

GENERAL TOLERANCES FOR FABRICATION

FOR LINEAR : ±1.5

FOR ANGLES : ±1°

FOR MACHINING : IS 2102-m

FOR WELDING : EN ISO 13920 -BF

REV	DATE	ALTERED :
01		(CHD&APPD :

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TYPE OF PRODUCT
OR NAME OF
CUSTOMER/PROJECT



Bharat Heavy Electricals Ltd
UNIT: HIGH PRESSURE BOILER PLANT
TIRUCHIRAPALLI - 620014

700MWe Steam Generator
W.O.No.D167-001-1-93-172-FLEET
(Customer Drg.: 700FLEET/3311/4026/DD/REV:00)

DRPT	NC	GRADE OF UNVOL DIM C/M/F	SCALE	WEIGHT (Kg)	REF TO ASSY / OLD DWG	NO OF ITEMS
CODE	150	150	1:10	~781	0-93-172-05341	22

TITLE
VENTURI NOZZLE
(MACHINING)

CARD CODE
U 01

DRAWING NO :
3-93-172-05595 00

Size A3



NUCLEAR POWER CORPORATION
(A Govt. of India Enterprises)



PROCUREMENT DIRECTORATE

PROCEDURE PRD-PROC-14

TITLE : PROCEDURE FOR PREPARATION,CHECK, REVIEW AND APPROVAL OF QUALITY ASSURANCE PLAN (QAP)


REVISION NO.	0	1	2
DATE OF ISSUE (MONTH & YEAR)	JAN 2011	JAN 2016	MARCH 2021
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ORIGINAL

NAME	DATE	SIGNATURE
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(FOR REVISIONS SEE REVISION CONTROL SHEET)


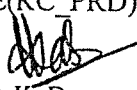
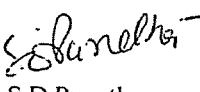

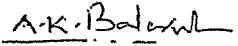
File Name: PRD_PRO_14(R2)



	NUCLEAR POWER CORPORATION OF INDIA LIMITED		
	PROCUREMENT DIRECTORATE PROCEDURE FOR PREPARATION, CHECK, REVIEW AND APPROVAL OF QAP	PRD PROC.-14	REV. NO.: 02
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REVISION CONTROL SHEET

PROCEDURE NO. PRD- PROC-14

REV. NO. & DATE	DESCRIPTION OF REVISION	REVISED BY SIGN & DATE	REVIEWED BY SIGN & DATE	APPROVED BY SIGN & DATE
R1 JAN. 16	1. Clause 7.1.3 & 7.2.4 modified 2. QA Ref. No. & Rev. control sheet added in cover sheet of QAP in Annexure-I 3. Annexure-II for format of QAP added.	Sd/- (A.K. Das) ACE (PE&V) Sd/- 28.01.2016 (A. Thomas) AD (N & MS)	Sd/- 29.01.2016 A.K. Balasubrahmanian) AD (RC and SA&S) & , Chairman DRC	Sd/- 29.01.2016 (A Chauhan) Dir.(T)
R2 MARCH 2021	Clause 7.1.2, 7.1.3, 7.1.4, 7.2.5 and Annexure-I & II and general note modified.	 M K Dipak CE (RC_PRD)  A.K. Das AD (MHE&V)  S.D. Punetha AD (N&MS)	 24/03/21 R Sunder Chairman DRC & AD (OES & EQ)	 25/03/21 A K Balasubrahmanian Dir (T)

	NUCLEAR POWER CORPORATION OF INDIA LIMITED			
	PROCUREMENT DIRECTORATE PROCEDURE FOR PREPARATION, CHECK, REVIEW AND APPROVAL OF QAP	PRD PROC.-14	REV. NO.: 02	
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1.0. PURPOSE:

This procedure gives steps/stages involved in the preparation, checking, review and approval of Quality Assurance Plan (QAP).

2.0. SCOPE:

This procedure is applicable to all the QAPs prepared by manufacturers. The manufacturers should also follow this procedure in their organization for submitting the QAPs to NPCIL for approval through main contractor or directly as applicable.

3.0. APPLICABILITY:


This procedure will come into effect from the date of its issue.

4.0. DEFINITIONS/ABBREVIATIONS:

a.	QAP:	Quality Assurance Plan
b.	MTC:	Manufacturer's test certificate
c.	TC:	Test Certificate
d.	IR:	Inspection Report
e.	CC:	Compliance certificate
f.	VSS/DS:	Valve Specification Sheet/ Data Sheet
g.	RT	Radiographic Examination
h.	UT	Ultrasonic Examination
i.	PT:	Liquid Penetrant Examination
j.	MT:	Magnetic Particle Examination
k.	W:	Witness by
l.	P.	Performed by
m.	R:	Reviewed by
n.	H.	Hold

5.0. CROSS REFERENCE:

- i) QA Manual No. NPCIL/QMS/01050/03 Section 4, Sub-Section 4.2.3(Control of Documents)
- ii) ISO 9001:2015: Section 4, Sub-Section 4.2.3(Control of Documents)
- iii) ED-PROC-20: Procedure for Writing Procedures
- iv) ED-PROC-21: Procedure for Control of Drawings and Documents
- v) PRD-PROC-08: Procedure for review & Approval of Manufacturer's Drawings & Documents.

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- vi) PRD PROC-19: Procedure for preparation of History Dockets.
- vii) QA Directorate (QAD) Procedure-17 QAD/PROC/017 [Part of QMS/QAD-01]:
Procedure for review of QAP.
- viii) Safety classification of systems: Appendix-H of NPCIL Technical Specification
PC-P-285


6.0 RESPONSIBILITY:

Procurement Engineer is responsible for ensuring compliance of this procedure.

7.0 PROCEDURE:

7.1 General:

- 7.1.1 The QAPs prepared by manufacturers are checked, reviewed and approved by manufacturers as per their QA program duly approved by NPCIL. The QA program of manufacturer should be in line with NPCIL QA Program.
- 7.1.2 The concerned procurement engineer ensures that the QAPs are in good condition, legible and prepared in the required format as per Annexure-I&II and bears the signature for "Prepared by", "Checked by", "Reviewed by" (if applicable) and "Approved by" on the cover sheet by manufacturer's authorized personnel. In case of package contract having sub-contract by main contractor, the responsibility of preparing, checking, review & approval of the QAP for the sub-contracted items shall be that of the main sub-vendor of the package contractor irrespective of further level of sub-contracting. The QAPs shall then be submitted by sub-vendor to the main-contractor and further shall be "Checked by", "Reviewed by" and "Approved by" Technically authorized persons of the main-contractor before submission to NPCIL for final approval. The cover page of the QAPs shall be as per NPCIL format (Annexure-I).
- 7.1.3 Subsequently, NPCIL procurement engineer carries out detailed checking of each QAP submitted by manufacturer for:
 - a. Details like QA Ref No., PO No., Drawing No., Technical Specification, etc.
 - b. Proper hold points & witness points w.r.t Technical specification, applicable codes, Reference documents and acceptance criteria.
 - c. The QAP meets the specified technical requirements of the Purchase Order, and
 - d. The QAP complies with the requirements of the relevant ED-Procedure /PRD Procedure/Technical Specification (Sample QAP, if any) / Purchase Order.

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7.1.4 The following matrix shall be adopted for checking/ review/ approval of QAP by the technically authorized approving authority in Procurement Directorate:


S.N.	Description	Check	Review	Approve
1.	QAP in line with the tender QAP	PRD	PRD	PRD
2.	Adopted QAP i) for the similar item from same vendor. ii)for the similar item from different vendor having similar manufacturing process.	PRD	PRD	PRD
3.	QAP of items of safety class I/II/III which has variations from the tender QAP	PRD	QAD	PRD
4.	QAP of items of NINS(Not Important to Nuclear Safety) systems which is not in line with the tender QAP	PRD	PRD	PRD

7.2 Procedure for approval of QAPs:

Following are the checkpoints for check, review & approval of QAPs by NPCIL.

- 7.2.1 QAP is in the proper format, as per sample QAP given in technical specification.
- 7.2.2 The cover page of QAP & Revision control sheet is as per format shown in Annexure-I. In addition to individual company's title block, it should contain information as shown in Annexure-I.
- 7.2.3 The cover sheet of QAP is stamped at a convenient place by the manufacturer. Other sheets are stamped / signed by the person responsible for checking the QAP.
- 7.2.4 All the manufacturing stages are covered in the QAP
- 7.2.5 The extent of involvement of NPCIL QA (Refer QAD/PROC/017 for categorizing QS grade as QS1/QS2/QS3/QS4) and Main vendor (In case of sub-contract) with

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respect to criticality of components / operations and on the basis of confidence on main vendor / sub-vendor is justified.

- 7.2.6 QAPs have been checked, reviewed and approved by responsible (and competent) persons of the main contractor/vendor and, in case of sub contracting, by the main sub vendor.
- 7.2.7 All the QAPs prepared by the sub-vendors have been approved by the main Contractor / vendor prior to forwarding the QAPs to the concerned procurement group.
- 7.2.8 The commented QAP shall be sent back to manufacturer (main sub-vendor) for incorporating the comments made during review and shall be revised and resubmitted for approval. However, depending on the type of comments, the QAP may be “approved as noted” to go ahead with the job.

8.0 DISTRIBUTION:

After approval, QAPs are distributed by indenting officer as per the following distribution list.

- | | | |
|----|-------------------------------|----------|
| a. | QS Agency of Main Contractor | - 1 copy |
| b. | Concerned NPCIL QS Agency | - 1 copy |
| c. | Manufacturer/ main sub-vendor | - 1 copy |
| d. | Concerned Procurement Group | - 1 copy |

9.0 CANCELLATION/ REVISION OF QAP:

The approved QAP can be cancelled/ revised with due approval and intimation to all concerned.

10.0 ENCLOSURES:

ANNEXURE-I: Format for Cover Page of QAP & Revision control sheet of QAP.

ANNEXURE-II: Format of QAP & General Notes.

ANNEXURE-I

NUCLEAR POWER CORPORATION OF INDIA LIMITED
PRD-PROC-14 (Rev-02)

P.O. NO: (MAIN CONTRACTOR/SUB-VENDOR AS APPLICABLE)		QUALITY ASSURANCE PLAN		QAP NO: NPCIL/PROJECT/US/ITEM/SL. NO.	
DATE:		ITEM:		REV. NO. DATE:	
PROJECT		SAFETY CLASS:		QS GRADE:	
NAME OF PACKAGE CONTRACTOR / MAIN VENDOR AND ADDRESS		NAME OF PACKAGE:		NPCIL QA REF. NO.:	
PO NO : (NPCIL)		NAME OF VENDOR / SUB-VENDOR AND ADDRESS			
SR.NO.	DATA SHEET/VSS NO./DRG NO.	BRIEF DESCRIPTION OF ITEM	DESIGN CODE/ SPEC. NO.	FOR MAIN CONTRACTOR'S VENDOR	AFFIX STAMP OF VENDOR / SUB-VENDOR
				PREPARED BY	CHECKED/ REVIEWED BY
				SIGNATURE	APPROVED BY
				NAME	
				DATE	
FOR PACKAGE / MAIN CONTRACTOR		AFFIX STAMP OF PACKAGE CONTRACTOR		FOR NPCIL	
	CHECKED BY	REVIEWED BY	APPROVED BY	CHECKED BY	REVIEWED BY
SIGNATURE				SIGNATURE	
NAME				NAME	
DATE				DATE	

QAP REVISION CONTROL SHEET

SL No	Description of Revision	No of Pages	Revision No. with date
1	New issue	No of pages + Nos of control sheet	0 Date

GENERAL NOTES contractor

1. For all raw materials co-related mill/ material test certificate in the name of vendor is acceptable. In the absence of such material test certificate, one sample per lot (lot means all material having same heat mark/material specification) is to be tested for chemical and physical properties. Chemical and physical test shall be carried out in NPCIL approved /acceptable labs only. The contractor shall submit all material verification reports and test reports to NPCIL Q.S. for checking/verification and clearance before proceeding with manufacturing.
2. **H-Hold point:** NPCIL witness/clearance is mandatory before proceeding with further activities
3. **W-Witness Point:** Witness points are critical steps in manufacturing and examination/inspection/testing where the supplier is obliged to notify NPCIL QS sufficiently in advance the start of the operation / test so that the same may be witnessed. The supplier may proceed with the work past a witness point, if the NPCIL-QS or their authorised representative is not available at the appointed time. NPCIL, QS however, reserves the right to physically verify such activities by surprise visits and by retesting the material at NPCIL's cost. In case the test results are not in line with TC submitted/ material specification the cost will have to be borne by the package/main contractor.
4. All Welding Procedure Specifications and Welder Performance Qualification to be used for NPCIL jobs shall have witness of NPCIL QS
5. All test reports, test certificates and Inspection reports shall be reviewed and accepted by Manufacturer / Main contractor before submitting the same for verification by Purchaser.
6. Source of castings/forgings for all major items shall be informed to NPCIL in advance and consent shall be taken prior to proceed with the job.
7. Heat treatment shall be carried out in calibrated furnaces only.
8. Calibrated instruments shall be used during inspection, examination and testing.
9. NPCIL approved chemicals shall only be used for liquid penetrant examination.
10. Non-destructive examinations & evaluation shall be carried out by personnel qualified to minimum Level-II of ISNT or ASNT.
11. Electrodes/ Filler wire shall be of brand approved by NPCIL. Batch testing of electrodes is required if specified in the applicable specification.
12. The contractor / manufacturer shall prepare "History Docket" for the items supplied, compiling various inspection / test reports and also other relevant documents as per the respective specification, and submit to NPCIL QS prior to issue of final shipping release note against the QA reference no. The Cover sheet & contents sheet of "History Dockets" shall be finalized during QAP approval stages.
13. After completion of each stage, all concerned persons shall sign the QAP against each stage inspection. The original QAP shall be kept with vendor till the final stage is completed and signed by all concerned. This document shall also be one of the basis for issuing the SR. The final signed QAP shall be part of History Docket.

Any deviation to this QAP shall be brought out by vendor in his offer failing which this QAP shall be complied fully.