Annexure - A

ELIGIBILITY CRITERIA / PRE QUALIFICATION CRITERIA (PQC)

Ref RFQ NO. H062100002 DTD 21.06.2021

I. TECHNICAL:

A. Bidders should have experience in executing at least one order of supply of LAS pates of various thickness of any of the material specifications: **SA387 OR** plates of equivalent grade material specifications under Third Party Inspection (TPI) in last 5 years.

B. Bidders to submit credentials of supplying the clad plates. Purchase Order copies & Inspection release Note are to be submitted as supporting documents along with offers. Preferably the supplies should have been to a PSU.
Bidder should also ensure to furnish complete documentation of proof of supply / proof of receipt of items by the customer.

II. FINANCIAL:

C. Average annual financial turnover of the bidder during the last 3 financial years ending **31st March 2020** should be at least Rs. 60 lakhs (or) equivalent in foreign currency. The bidder has to submit **audited** financial accounts for last three years in support of meeting the above criteria.

D. Income Tax Returns (ITR) for last three years (AY 2018-19, 2019-20 & 2020-21) and Audited Profit & Loss Account and Balance Sheet for the last 3 years. (Format of Certification by Statutory Auditor / CA attached).

E. In case audited financial statements are not available for latest financial year, then the applicable audited statements of preceding three financial years shall be considered.
Net worth should be positive based on latest available Audited annual report.

F. In case of foreign bidders, in addition to documents in support of above (as applicable), they shall also provide business information report / credit rating report incorporating the rating of the company by international credit rating agencies viz Dun & Bradstreet etc. along with offer. Such ratings reports shall not be older than 1 year from the date of submission of offer. Agency agreement needs to be submitted by foreign bidder in case of associating with an Indian entity.

General Notes:

1. Bidder shall submit requisite documents, to comply with aforesaid criteria, properly indexed, along with offer.
2. After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
3. BHEL will scrutinize the credentials before recommending the bidder. Recommendation of the bidders is at the discretion of the BHEL.
4. Bidder should not be in Holiday/Suspension/Banning List/Negative List by any PSU/Govt. Authority.

General Terms and Conditions for e-Procurement:

Quotations through e-procurement mode only are invited for the items mentioned in the enquiry. Offers will be evaluated online through e-Procurement System only. Bidders shall submit their response online only on e-Procurement platform at **https://eprocurebhel.co.in/nicgep/app**.

NOTES:

1) **OFFERS RECEIVED THROUGH E-PROCUREMENT MODE SHALL ONLY BE CONSIDERED.**
2) **NO OTHER MODE OF OFFER SUBMISSION ACCEPTABLE.**
3) **OFFERS RECEIVED THROUGH ANY OTHER MODE WILL NOT BE CONSIDERED.**

Foreign and indigenous vendors participating through open tenders/limited tender (Through E-procurement system) will necessarily have to buy Class-III digital certificates (DSCs) issued by certifying agencies in India.

Procedure of obtaining DSCs can be down loaded from Important Links on link http://www.bhel.com/tender/tender_home.php or may be obtain from concern executive through email request.

Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal only. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk eProcurement Help Desk Team email ID: support-eproc@gov.in Contact at : 0120-4001005 / 4001002 or BHEL representative. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

Please refer attached PROCESS FLOW for submitting offer through e-procurement system. This document is for reference purpose only and shall not be submitted by vendor along with their offer.

1. Bid submission time: up to 02:00 PM of the due date of opening
2. Bid opening time: 03:00 PM on the same day.

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ANNEXURE –II A [FOR INDIAN VENDORS]

COMMERCIAL TERMS AND CONDITIONS

VENDOR SHOULD INVARIABLY ENCLOSE THIS FORMAT DULY FILLED TO THE QUOTATION WITH SIGNED AND STAMPED. OTHER WISE, THE OFFER IS LIABLE TO BE REJECTED.

	BHEL HPVP REQUIREMENT	**VENDOR COMMENTS**
1.	Vendor should categorically indicate confirmation of all the points of Technical delivered condition and commercial term and Condition with signature and stamped at the bottom of each document and submit the same along with Un-priced technical Bid. Offer of those who do not confirm compliance of all terms and condition are likely to be rejected.	
2.	Vendor should confirm that no deviations in the technical specifications, delivery conditions etc., will be asked if order is placed.	
3.	Vendor should confirm that the quoted prices should be firm without any variations till the end of complete execution of order. **NO REVISION OF PRICES WILL BE ENTERTAINED AFTER TENDERS ARE OPENED**.	
4.	**VALIDITY of Offer**: Quotation shall be valid for 60 Days from the Technical (Part-1) Bid Opening. If Revised Price Bid/Impact bid is asked by BHEL, the validity of the same shall be 45 days from the price bid opening OR 60 days from the day of part -1 bid opening, whichever is later.	
5.	Vendor should confirm that any statutory variations in the rate of taxes / duties will be applicable only within the contractual delivery period.	
6.	YOUR OFFER SHOULD INDICATE THE FOLLOWING: 1. Price Basis: **FOR**-BHEL-HPVP, Visakhapatnam 2. Packing & Forwarding Charges (To be included in the offered Price) 3. Testing Charges (To be included in the offered Price) 4. GST to be indicated clearly 5. HSN CODE 6. Quantity tolerance applicable is +5%. Beyond +5% quantity tolerance offer will be loaded accordingly. If any vendor agreed to supply the material in theoretical weight basis, offer will not be loaded. 7. Make of Plate	1. 2. 3. 4. 5. 6. 7.
7.	**Payment terms**: a) 100% payment shall be made within 45 days from the date of receipt and acceptance of materials at BHEL. Payment will be done on pro-rata basis. However, GST portion of invoice shall be released only upon 1. Vendor declaring the invoice in his GSTR-1. 2. Receipt of Goods and Tax Invoice by BHEL. 3. Confirmation of payment of GST thereon by vendor on GSTN Portal. Any deviation in the above payment terms will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% of basic value shall be considered for loading for the period of relaxation sought by bidder") **Note: Offers with Payment against Proforma Invoice / Advance payment/LC at sight/confirmed LC shall be rejected.**	

8.	**Delivery Period**: The acceptable Delivery period shall be within **16 weeks** from date of Purchase order to the date of LR or Invoice whichever is later. Supplier has to submit MIDA (Material inspection cum dispatch advice) duly signed by BHEL QC & TPI along with such Invoice/LR compulsorily Bidders to agree the above delivery to meet the project schedule. **Loading Factor:** The offer which do not confirm to **16 weeks** of delivery period shall be loaded for delayed delivery beyond **16 weeks @ 0.5% per** week or part thereof on the offered basic value. If any other date (such as Material Readiness Date, MTC date etc) is quoted offer shall be loaded @1% per week for the differential period for bringing it to specified date.	
9.	**L.D. CLAUSE:** Delivery is the essence of this contract. In the event of your failure to ship the materials within the stipulated delivery period, **LD @ 0.5% per week of delay subject to a max of 10% on total order value will be applicable**. Date of LR/Invoice whichever is later shall be considered for LD calculation purpose. In case of delay, the supplier should deduct applicable L.D and negotiate the documents for balance amount only. IN CASE OF LD RECOVERY, THE APPLICABLE GST SHALL RECOVER FROM THE SUPPLIER. **Any deviation from the above LD clause, loading shall be applied to the extent of relaxation sought OR to which the LD is not agreed by the bidder, at offered basic value. In case the LD is not quantifiable, full 10% loading will be done.**	
10.	**Right to Reject**: The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality. Rejected materials if any after receipt of material at our end shall be replaced by Supplier at free of cost (inclusive of all testing, inspection, TPI, service charges etc) up to destination immediately without any extra freight from defect notification date.	
11.	BHEL HPVP reserves the right to Reduce / Increase the quantities of any RFQ items mentioned in the enquiry. Vendor shall agree to accept reduced/increased qty of any RFQ items. ***No Minimum order quantity (MOQ) of any items or any lot insisted by bidders are accepted and offers received with minimum order quantity is likely to be rejected***.	
12.	**Price Impact**: Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms/conditions as specified in NIT and in the opinion of BHEL such changes warrant changes in prices. BHEL at its sole discretion may also invite revised prices if there are major changes in scope. Revised price bids/impact price will not be accepted after opening of technical bids unless otherwise specifically asked by BHEL.	
13.	BHEL HPVP reserve the right to negotiate and Refloat the tender if the lowest offered price is not found competitive.	
14.	BHEL HPVP reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. And BHEL HPVP reserves the right to reject or accept one or any offer without assigning any reason.	
15.	**RISK PURCHASE:** The delivery period stated shall be realistic and shall be strictly adhered to. If the delivery period is not maintained and if on that account, BHEL is forced to buy the materials from elsewhere to avoid any loss or damage that BHEL may sustain, then BHEL is entitled to procure the material at the risk and cost from	

	the seller, either the whole of the goods or any part which the supplier has failed to deliver, and the cost shall be recovered from the seller out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall have to be required to be deposited by the vendor.	
16.	**Force Majeure:** The supplier shall not be considered in default if delay occurs due to causes beyond his control such as Acts of God, Natural Calamities, Fire, Frost, Flood, Civil War, Strikes, Civil Commotion, Riot, Government Restrictions, Lockout that are not in control of supplier or Acts of Unsurpassed Power. Only those causes that have duration of more than seven days shall be considered cause of force/ calendar/ majeure. Notification to this effect duly certified by local chamber of commerce/ statutory authorities shall be given by the supplier to BHEL by registered letter. In the event of delay to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled in mutual consent with vendor. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and delivery back any material issued to him by BHEL and release facilities, if any, provided by BHEL	
17.	**ARBITRATION:** Not withstanding anything contained in any document what so ever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by the Head of the Unit, BHEL HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by the Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by Head of Unit as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitrator at all. The venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all parties to the contract.	
18.	**JURISDICTION:** Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country .	
19.	As per the Instructions from Government of India, Ministry of Industry vide Ref.No:6(3) / 89 – Fin – III Dated.11 April 1989, the Indian agent of Foreign suppliers should furnish a copy of valid agreement with the supplier indicating the details of commission payable either in foreign currency or in Indian Rupees	
20.	**INSURANCE:** By supplier only. Insurance charges to be included in offered Price.	
21.	Supplier Should guarantee against all design, manufacturing and for performance for a period of 18 month from the date of Last dispatch or 12 months from date of Commissioning whichever is earlier.	
22.	**Pricing Terms**: Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract. Offers with Price Variation Clause will be not be accepted. **In case of order, Price should be firm till execution of order.**	
23.	**No overdue Interest**, whatsoever the reason, will be payable by BHEL to either supplier or His Bankers.	

24.	Dimensions of the consignment [LXWXH/ Gross Wt/ Net Wt. to be indicated. You may enclose separate sheet if space is not adequate.	
25.	**Reverse Auction:** As per RFQ Clause No. 7 of Special Terms and condition	
26.	**INSPECTION:** **For RFQ Item No. 1.16,1.17,1.18** **For BHEL Inspection:** By M/S BHEL/ TPIA at your works & inspection charges to BHEL A/C. When material is ready for Inspection, Supplier need to register ON LINE for offering for Inspection on BHEL Web site (www.cqir.bhel.in) BHEL authorized TPIA will attend & carry out Inspection. Supplier should also inform us thru mail regarding Readiness of material & informing to carry out inspection. BHEL representative from unit or CQ is authorized to carry out Audit along with TPIA at vendors work before clearing item for Dispatch. **For RFQ Item No. 1.01 to 1.04** By IBR. Inspection charges to be included in the offered Price. Dispatch clearance to be obtained from us before dispatch of material. **For Item No. 1.05 to 1.15:** Bidders shall engage a Third Party Inspection agency (TPIA) right from the raw material identification & visual inspection, Review of heat treatment charts, witness of mechanical tests and chemical tests, dimensional inspection etc. at supplier works to get the **Material certificates complying to EN 10204 Type 3.2.** **Bidder shall engage any of the TPIs for inspections: LLOYD register, Bureau Veritas, CEIL, TUV- Nord /TUV –SUD, DNV.** Inspection charges to be included in the offered Price. Inspection clearance to be obtained from us before dispatch of material.	
27.	APPLICABLE TDC SHALL BE READ ALONG **WITH SIP:NP:14/00** (LATEST REVISION) AND SHALL BE SUBMITTED DULY SIGNED AND STAMPED AS ATOKEN OF ACCEPTANCE AND COMPLIANCE. **[SIP:NP:14/00 IS APLICABLE FOR TRADERS/STOCKIST ONLY].**	
28.	Supplier/Stockiest/traders to confirm the submission of valid mill TCs and traceability of material during supply of material (if L1). **In case of inability of supplier to furnish such documents along with supplies, the consignment shall be deemed to be defective and may be rejected.**	
29.	Test Certificates (TCs) shall take care of all the test requirement mentioned in approved QAP and Technical delivery conditions (TDC). Respective TDC Nos shall also to be mentioned in the TC.	
30.	**Material certificates shall confirm to EN 10204 Type 3.2** This involves witness inspection of a Third Party Inspection agency (TPIA) right from the raw material identification & visual inspection, Review of heat treatment charts, witness of mechanical tests and chemical tests, dimensional inspection etc at supplier works.	
31.	Manufacturing QAP is enclosed along with bid documents. Bidder shall submit the sign and stamped QAP as a toke of acceptance along with their offers. Quality plan shall be frozen preferably before price bid opening to avoid delay in manufacturing after placement of PO. Non submission of QAP /incomplete/inaccurate QAP which fails to ascertain to qualify the 3.2 certification may lead to technical rejection of offers. *Bidder to note that any additional stage inspection, if any, aroused during execution stage, shall be complied without and addition time and cost*.	

32.	**Bank Guarantee for Performance Security:** Successful bidder to furnish the Bank Guarantee for 3% contract /PO value within 30 days from the date of receipt of PO, valid till execution of contract/PO + 3 months claim period. Bank Guarantee shall be issued from listed consortium bank only. **Loading:** In case of not agreeing to BG, 3% loading will be done on their quoted value. In case of agreeing to BG with other than 3%, offer will be loaded proportionally.	

RFQ NO. H062100002 DTD 21.06.2021

ANNEXURE –II-B [FOREIGN VENDOR] COMMERCIAL TERMS AND CONDITIONS		
VENDOR SHOULD INVARIABLY ENCLOSE THIS FORMAT DULY FILLED TO THE QUOTATION. OTHER WISE, THE OFFER IS LIABLE TO BE REJECTED.		
	BHEL HPVP REQUIREMENT	**VENDOR COMMENTS**
1.	Vendor should categorically indicate confirmation of all the points of Technically delivered condition and commercial term and Condition with signature and stamped at the bottom of each document and submit the same along with Un-priced technical Bid. Offer of those who do not confirm compliance of all terms and condition are likely to be rejected.	
2.	Vendor should confirm that no deviations in the tech. specifications, delivery conditions etc., will be asked if order is placed.	
3.	Vendor should confirm that the quoted prices should be firm without any variations till the end of complete execution of order. NO REVISION OF PRICES WILL BE ENTERTAINED AFTER TENDERS ARE OPENED.	
4.	YOUR OFFER SHOULD INDICATE THE FOLLOWING: 1. Price Basis: CFR- Chennai Sea Port. BHEL Shall pay only Delivery order charges and Container detention free period shall be 14 Days 2. Packing & Forwarding Charges (To be included in the offered Price) 3. Documentation Charges (To be included in the offered Price) 4. Testing Charges (To be included in the offered Price) 5. Port of Loading & port of Discharge to be indicated in the offer. 6. Mill, Product make & country of origin to be indicated in the offer. 7. Quantity tolerance applicable is +5%. Beyond +5% quantity tolerance offer will be loaded accordingly. If any vendor agreed to supply the material in theoretical weight basis, offer will not be loaded. 8. HSN CODE.	1. 2. 3. 4. 5. 6. 7. 8.
5.	**PAYMENT TERMS**: a) Payment will be made through CAD within 45 days from the date of receipt of documents at our Bank. Payment will be release on pro-rata basis. Respective Bank Charges to respective Account. Any deviation in the above payment terms will attract LOADING as mentioned below. "Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% of basic value shall be considered for loading for the period of relaxation sought by bidder".	
	b) **If insisted for LC**, only Usance LC with 120 days' credit will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly for opening of L.C. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account. Any deviation in the above payment terms will attract LOADING as mentioned below. "Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% of basic value shall be considered for loading for the period of relaxation sought by bidder".	
	c) Bidders may please note that LC is not preferable and bidders are requested to accept the payment terms at 5a.	

	d) In case of foreign supplier insisting for LC payment, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection. **Note:** ***Payment terms as Performa Invoice/Advance Payment and confirmed LC shall be rejected.***	
	Payment Shall be made on Pro-rata Basis	
6.	**DELIVERY PERIOD:** The acceptable deliver period shall be within **16 weeks** from the date of P.O to the date of B/L Bidders to agree the above delivery to meet the project schedule. **LOADING FACTOR**: The offers which do not confirm to **16 weeks** of delivery period shall be loaded for the delayed delivery beyond **16 weeks** @ 0.5% per week or Part thereof on the offered basic value. **If any other date (such as Material Readiness Date, MTC date, etc) is quoted offer shall be loaded @1% per week for the differential period for bringing it to specified date.**	
7.	**VALIDITY OF QUOTATION**: Quotation shall be valid for 60 Days from the Technical (Part-1) Bid Opening. If Revised Price Bid/Impact bid is asked by BHEL, the validity of the same shall be 45 days from the price bid opening OR 60 days from the day of part -1 bid opening, whichever is later 60 Days from the Technical Bid opening.	
8.	BHEL HPVP reserves the right to Reduce / Increase the quantities of items of any lot mentioned in the enquiry. Vendor shall agree to accept reduced/increased qty of each Lot. *No Minimum order quantity (MOQ) of any items or any lot insisted by bidders are accepted and offers received with minimum order quantity is likely to be rejected*. Partial quotation in any lot will be liable for rejection for that particular lot.	
9.	**Price Impact**: Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, commercial terms/conditions as specified in NIT and in the opinion of BHEL such changes warrant changes in prices. BHEL at its sole discretion may also invite revised prices if there are major changes in scope. Revised price bids/impact price will not be accepted after opening of technical bids unless otherwise specifically asked by BHEL.	
9.	BHEL HPVP reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. And BHEL HPVP reserves the right to reject or accept one or any offer without assigning any reason. BHEL reserve the right to negotiate and Refloat the tender if the lowest offered price is not found competitive.	
10.	**Pricing Terms**: Bidder's quoted rates/ price for supply part of the contract shall remain firm throughout the contract including extension, if any, for any reason whatsoever and no escalation is admissible for this contract. Offers with Price Variation Clause will be not be accepted. **In case of order, Price should be firm till execution of order.**	
11.	**L.D. CLAUSE**: Delivery is the essence of this contract. In the event of your failure to ship the materials within the stipulated delivery period, LD @ 0.5 % per week of delay subject to a max of 10% on total order value will be applicable. B/L date shall be considered for LD calculation purpose. In case of delay, the supplier should deduct applicable L.D and negotiate the documents for balance amount only. **Any deviation from the above LD clause, loading shall be applied to the extent of relaxation sought OR to which the LD is not agreed by the bidder at offered basic value. In case the LD is not quantifiable, full 10% loading will be done.**	

12.	**RISK PURCHASE:** The delivery period stated shall be realistic and shall be strictly adhered to. If the delivery period is not maintained and if on that account, BHEL is forced to buy the materials from elsewhere to avoid any loss or damage that BHEL may sustain, then BHEL is entitled to procure the material at the risk and cost from the seller, either the whole of the goods or any part which the supplier has failed to deliver, and the cost shall be recovered from the seller out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall have to be required to be deposited by the vendor.	
13.	**ARBITRATION:** Not withstanding anything contained in any document what so ever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by the Head of the Unit, BHEL HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by the Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by Head of Unit as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitrator at all. The venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion. The award of arbitrator shall be final, conclusive binding on all parties to the contract.	
14.	**JURISDICTION:** Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country .	
15.	**Force Majeure:** The supplier shall not be considered in default if delay occurs due to causes beyond his control such as Acts Of God, Natural Calamities, Fire, Frost, Flood, Civil War, Strikes, Civil Commotion, Riot, Government Restrictions, Lockout that are not in control of supplier or Acts Of Unsurpassed Power. Only those causes that have duration of more than seven days shall be considered cause of force/ calendar/ majeure. Notification to this effect duly certified by local chamber of commerce/ statutory authorities shall be given by the supplier to BHEL by registered letter. In the event of delay to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled in mutual consent with vendor. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and delivery back any material issued to him by BHEL and release facilities, if any, provided by BHEL.	
16.	As per the Instructions from Government of India Ministry of Industry vide Ref.No:6(3) / 89 – Fin – III Dated.11 April 1989, the Indian agent of Foreign suppliers should furnish a copy of valid agreement with the supplier indicating the details of commission payable either in foreign currency or in Indian Rupees.	
17.	**INSURANCE:** Insurance from port of loading to Chennai port will be arranged by us against our open policy already taken with M/S: THE NEW INDIA ASSURENCE Co. Ltd, DELHI LARGE CORPORATE OFFICE-311800 HEMKUNT CHAMBERS ,2ND FLOOR,89, NEHRU PLACE, NEW DELHI -110019 TEL. NOS +911126441396/26419838/26439104 AND FAX NO.+911126416339. Once the shipment is made, scanned copies of NND documents (Bill of Lading, commercial invoice, packing list, country of origin, MTC & details of discharge Port agent/freight forwarder shall be submitted by Seller to Purchaser by e-mail	
18.	Supplier Should guarantee against all design and manufacturing and for performance for a period of 18 month from the date of Last dispatch or 12 months from date of Commissioning whichever is earlier.	

19.	**Right to Reject**: The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality. Rejected materials if any after receipt of material at our end shall be replaced by Supplier at free of cost immediately without any extra shipping charges on freight paid basis.	
20	The documents to be couriered complete in all respects immediately after loading the consignment along with copy of Bill of Lading / Air way bill.	
21.	**No overdue Interest**, whatsoever the reason, will be payable by BHEL to either supplier or His Bankers.	
22.	Dimensions of the consignment (LXWXH)/Gross WT/Net weight to be indicated. You may enclose separate sheet if space in not adequate.	
23.	**Shipment:** Transshipment permitted but shipment of material to be made in one lot. Material shipment arrangement by sea will be made by supplier.	
24.	**Documentation:** Immediately after shipment, the documents (In English) as listed below shall be submitted by supplier. a) Bill of Lading (B/L) b) Invoice & Packing list c) Original TPI release note & Six copies of Works/Mill TCs indicating Test Results & Heat treatment detail attested by TPI. d) Intimation letter about detail of shipment to Insurance agent e) Certificate of Origin f) Guarantee certificate	
25.	As original "bill of lading" is required to clear the consignment at Sea Port, all the Dispatch/Shipping documents along with B/L shall be submitted within 7 days after the date of B/L in all respect to applicable bank/BHEL so as to reach well before shipment reaches the port, with mail intimation to BHEL attaching the scan copies of same. Demurrages charges, container detention charges and other fees, if any, aroused due to delay in submission of shipping document, will be in bidders account and shall be deducted by from supplier's invoice.	
26.	i) In case of foreign suppliers representing through their Indian/foreign agents, AGENCY AGREEMENT should be submitted, along with offer documents else offer is liable for rejection.	
	ii) Service charges, commission charges and any other incidentals will NOT be paid extra.	
	iii) One Indian agent can represent one foreign principal only and submit one offer for these tender items. In order to maintain sanctity of the tender system it is mandatory that one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. If any agent represents more than one supplier all such offers will be rejected**.**	
27.	**Duty benefits for Import Vendors**	
	i) In case CEPA or any other agreement/treaty between respective Governments/Countries exists for the enquired Items/tender, which entails concessional custom duty or any other benefits for importing the same in India, supplier shall declare/ mention it in their offer. **Bidder to confirm whether any such concessional duty for importing in India is applicable or not**	
	ii) For such cases, please mention the Concessional Customs Duty (% of Basic	

	custom duty) for the offered item/s. Please mention in percentage only.	
	iii) Documentary proof for the applicable Concessional Customs Duty (e.g. CEPA or other agreement) shall be submitted along with the Part-1 bid.	
	iv) Relevant documents to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents. **Bidder to confirm acceptance**.	
	v) 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.	
	Note: Evaluation of the Price bids will be based on the above details. Unless specifically mentioned/furnished by the supplier in the offer document, Customs Duty benefit may not be applied for evaluation purposes.	
28.	**Anti-dumping duty (ADD)**	
	i) With respect to Antidumping Duty (ADD), declaration by Import Supplier's Mill/principal (only) is to be submitted for the applicability of ADD for each item with size detail. **Bidder to indicate the quantum ADD, If ADD is applicable**.	
	ii) Anti-dumping duty, if any declared by Import Mill/principal as per (a) above, will be loaded for arriving at landed cost.	
	iii) In case any new ADD comes into effect at the time of execution of order, BHEL may short close the balance quantity with mutual consent	
29.	**Reverse Auction**: As per RFQ Clause No. 7 of Special Terms and condition	
30.	**Inspection**: **For RFQ Item No. 1.01 to 1.04 & 1.16,1.17,1.18** By M/S Lloyds/BV/TUV etc ON BEHALF OF BHEL/IBR. Inspection charges to be included in the offered Price. Dispatch clearance to be obtained from us before dispatch of material. **For Item No. 1.05 to 1.15:** **Bidders to engage** Third Party Inspection agency (**TPIA) right** from the raw material identification & visual inspection, Review of heat treatment charts, witness of mechanical tests and chemical tests, dimensional inspection etc till final testing at supplier works in order to get the material certificates in line with **EN 10204 Type 3.2.** **Bidders shall engage any of the following approved TPIAs for inspections: Lloyd register, Bureau Veritas, CEIL, TUV-Nord/TUV Sud, DNV.** Inspection charges to be included in the offered Price. Inspection clearance to be obtained from us before dispatch of material.	
31	APPLICABLE TDC SHALL BE READ ALONG **WITH SIP:NP:14/00** (LATEST REVISION) AND SHALL BE SUBMITTED DULY SIGNED AND STAMPED AS ATOKEN OF ACCEPTANCE AND COMPLIANCE. **[SIP:NP:14/00 IS APLICABLE FOR TRADERS/STOCKIST ONLY].**	
32.	Supplier/Stockiest/traders to confirm the submission of valid mill TCs and traceability of material during supply of material (if L1). **In case of inability of supplier to furnish such documents along with supplies, the consignment shall be deemed to be defective and may be rejected.**	
33.	Test Certificates (TCs) shall take care of all the test requirement mentioned in approved QAP and Technical delivery conditions (TDC). Respective TDC Nos shall also to be mentioned in the TC.	
34.	**Material certificates shall confirm to EN 10204 Type 3.2** This involves witness inspection of a Third Party Inspection agency (TPIA) right from the raw material identification & visual inspection, Review of heat treatment charts, witness of mechanical tests and chemical tests, dimensional inspection etc at supplier works.	

35.	Manufacturing QAP is enclosed along with bid documents. Bidder shall submit the signed and stamped QAP, as a token of acceptance of the testing and inspection mentioned there in, along with their offers. Quality plan shall be frozen preferably before price bid opening to avoid delay in manufacturing after placement of PO. Non submission of QAP /incomplete/inaccurate QAP which fails to ascertain to qualify the 3.2 certification may lead to technical rejection of offers. *Bidder to note that any additional stage inspection, if any, aroused during execution stage, shall be complied without and addition time and cost*.	
36.	**Bank Guarantee for Performance Security:** Successful bidder to furnish the Bank Guarantee for 3% contract /PO value within 30 days from the date of receipt of PO, valid till execution of contract/PO + 3 months claim period. Bank Guarantee shall be issued from listed consortium bank only. **Loading:** In case of not agreeing to BG, 3% loading will be done on their quoted value. In case of agreeing to BG with other than 3%, offer will be loaded proportionally.	
37.	**Adherence to special clause for the bidders from a country which share land border with India.** **Bidders to go through the Annexure- B & its formats and submit the all applicable certificates including the registration certificate with Competent Authority constituted by DPIIT as per DOE (Department of Expenditure's) OM and** **Order vide reference: No. F. No. 6/18/2019- PPD dtd 23.07.2020. &** **Order vide reference: No. F.18/37/2020 dtd 08.02.2021.**	

ANNEXURE-III GST TERMS AND CONDITION- Dated 14.07.2017		
Cl. No.	**BHEL Terms/ Requirement**	**Supplier Acceptance**
1	The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.	
2	The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Plates and Vessels Plant, Visakhapatnam is "37AAACB4146P7Z8" with state Code as "37" and State Name as "Andhra Pradesh".	
3	No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.	
4	Supplier shall mention their GSTN registration number(GSTIN) in all their invoices and invoices shall be in the format as specified/prescribed under GST Laws. Invoices shall necessarily contain invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no commercial invoice no etc., then the invoice No which is linked/uploaded in GSTN Network shall be clearly indicated), item description as per PO'Quantity Rate, Value, applicable taxes with nomenclature (like IGST , SGST , CGST & UTGST) separately, HSN/ SAC Code, etc	
5	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
6	The bidder shall clearly indicate HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.	
7	In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.	
8	In case vendor 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 as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.	
9	Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-HPVP due to fault / noncompliance by the vendor will be to the vendor's account.	

ANNEXURE-IV: DETAIL OF LAS PLATE FOR RFQ NO. H062100002 DTD 21.06.2021

Sl. No.	MATLCD	SIZE	TDC	INSPECTION	UOM	Quantity	Vendor Response
2	159422660000	PLATE 6.00 MM - SA387GR22CL2	MTC	IBR	KG	50.00	
3	159422770000	PLATE 6.00 MM - SA387GR12CL2 Size : 6X2500X6000-114 Nos	MTC	IBR	KG	80541.00	
4	159422790000	PLATE 10.0 MM - SA387GR12CL2 Size : 10X2500X6000-11 Nos	MTC	IBR	KG	12952.50	
5	159422800000	PLATE 12.0 MM - SA387GR12CL2 Size : 12X2500X6000-11 Nos	MTC	IBR	KG	15543.00	
6	156021250000	28THK,SA387GR.11CL.2 SIZE : 28Thk X 2500 X 8000,- 4 Nos.	PV-PL-TDC-022	NON IBR,EN 3.2	KG	17584.00	
7	156021340000	50THK,SA387GR.11CL.2 SIZE : 50Thk X 2000 X 5500, - 1 Nos.	PV-PL-TDC-022	NON IBR,EN 3.2	KG	4318.00	
8	156021350000	40THK,SA387GR.11CL.2 SIZE : 40Thk X 2000 X 2000, - 1 Nos.	PV-PL-TDC-022	NON IBR,EN 3.2	KG	1256.00	
9	156021360000	8THK,SA387GR.11CL.2 SIZE : 8Thk X 2000 X 6000, - 2 Nos.	PV-PL-TDC-022	NON IBR,EN 3.2	KG	1507.00	
10	156021370000	10THK,SA387GR.11CL.2 SIZE : 10Thk X 2000 X 6000, - 2 Nos.	PV-PL-TDC-022	NON IBR,EN 3.2	KG	1884.00	
11	156021380000	12THK,SA387GR.11CL.2 SIZE : 12Thk X 2000 X 6000, - 2 Nos.	PV-PL-TDC-022	NON IBR,EN 3.2	KG	2261.00	
12	156021240000	28THK,SA387GR.22CL.2 SIZE : 28ThkX 2500 X 8000, - 3 Nos.	PV-PL-TDC-023	NON IBR,EN 3.2	KG	13188.00	
13	156021260000	63THK,SA387GR.22CL.2 SIZE : 63THK X 1800 X 8700, - 3 Nos.	PV-PL-TDC-023	NON IBR,EN 3.2	KG	23234.00	
14	156021390000	8THK,SA387GR.22CL.2 SIZE : 8Thk X 2000 X 6000, - 2 Nos.	PV-PL-TDC-023	NON IBR,EN 3.2	KG	1507.00	
15	156021391000	10THK,SA387GR.22CL.2 SIZE : 10Thk X 2000 X 6000, - 2 Nos.	PV-PL-TDC-023	NON IBR,EN 3.2	KG	1884.00	
16	156021392000	12THK,SA387GR.22CL.2L SIZE : 12Thk X 2000 X 6000, - 2 Nos.	PV-PL-TDC-023	NON IBR,EN 3.2	KG	2261.00	
17	150422660000	PLATE 6.00 MM - SA387GR22CL2(CERT)	MTC	NON IBR	KG	1000.00	
18	150422670000	PLATE 8.00 MM - SA387GR22CL2(CERT)	MTC	NON IBR	KG	500.00	
19	150422690000	PLATE 12.0 MM - SA387GR22CL2(CERT)	MTC	NON IBR	KG	100.00	
						181570.5	

NOTE:

1. OFFERS ARE INVITED FOR THE ABOVE PLATES FROM REPUTED MILLS/MAKES AND SUPPLIERS/STOCKIST/TRADERS.
2. offers of supplier/stockiest/traders who can supply LAS Plates of BHEL approved Mills/Makes of Material Group STASP **i.e. M/s. NLMK Plate Sales SA, M/s. INDUSTEEL LOIRE, M/s. INDUSTEEL BELGIUM., M/s. Salzgitter Mannesmann, M/s. DILLINGER INTERNATIONAL, M/s. ACRONI.D.O.O,, M/S ESSAR STEEL INDIA LIMITED,, M/S UTTAM VALUE STEELS LTD , M/S Union Stahl GMBH,M/s. STEEL AUTHORITY OF INDIA LTD, M/s. STEEL FORCE N.V** shall be considered for scrutiny. Suppliers have to Indicate Make/Mill of Plate clearly they have considered & will supply in Technical bid. Offers received from Traders/Stockiest for other than BHEL approved Mill/Make shall be considered for scrutiny subject to Technical and Customer clearance.
3. LAS PLATE ARE REQUIRED AT M/s BHEL-HPVP-VISAKHAPATNAM .INDIAN VENDOR SHALL QUOTE FREIGHT CHARGES ACCORDINGLY.
4. RELEVANT TDC, TENDER DOCUMENTS OF TERMS & CONDITIONS AND CONFIMRATION OF QUOTATION BY INDICATING "YES/NO" AGAINST EACH ITEM ABOVE, WITH DULY SIGNED AND STAMPED SHALL BE SUBMITTED BY BIDDES ALONG WITH OFFRS.
5. APPLICABLE TDC SHALL BE READ ALONG WITH SIP:NP:14/00(LATEST REVISION) AND SHALL BE SUBMITTED DULY SIGNED AND STAMPED AS ATOKEN OF ACCEPTANCE. [SIP:NP:14/00 IS APLICABLE FOR TRADERS/STOCKIST ONLY].
6. ANY REQUEST FOR CHANGE IN SPECIFICATION IS NOT ACCEPTABLE.
7. OFFER WILL BE EVALUATED **ITEMWISE L1 BASIS.**.
8. OFFER WITH MINIMUM ORDER QUANTITY LIABLE FOR REJECTION.
9. UNIT OF MEASUREMENT SHALL BE KG AND UNIT RATE SHALL BE INDICATED ACCORDINGLY (IN PRICE BID PART).

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Heavy Plates & Vessels Plant
Visakhapatnam – 530 012, A.P. INDIA

Phone : 0891-668-1301 / 1305
E-mail : dsbaraik @bhel.in
: ashishkmr@bhel.in

SPECIAL TERMS & CONDITIONS

CATEGORY OF TENDER: Two–Part Bid / **OPEN (GLOBAL) TENDER [OT]**

Our Ref: RFQ NO. H062100002 DTD 22.06.2021

Sub: SUPPLY OF SUPPLY OF LAS PLATES LAS PLATES OF MATERIAL SPECIFICATION SA387GR22CL2 & SA387GR12CL2 FOR MAIN FRACTIONATOR COLUMN FOR HRRL-BARMER PROJECT (SO: 2439) , 1X300 TPH UTILITY BOILER, PHASE-3, NALCO(SO 7906) , ONGC URAN HRSG (SO 7850) , IOCL-VADODARA MUH MODULES(SO 7870).

1. LAS Plates are to be supplied at M/S BHEL-HPVP, Visakhapatnam. Bidder shall quote the freight charges inclusive of Insurance & Service charges for FOR-BHEL-Visakhapatnam basis as under. This clause is applicable for Indian Manufacturer only.

   (a) Freight Charges for LAS Plates (% of basic): FOR- BHEL-HPVP-VSKP basis.
   Inclusive @ ____ % **OR** Extra @ ______%.

2. Contract Bank Guarantee (CBG): Successful bidder to furnish the CBG for 3% contract /PO value within 30 days from the date of received PO, valid till execution of contract/PO + 3 months claim period.
   Bank Guarantee shall be issued from consortium bank only. Refer annexure –V for list of consortium bank.

3. Pre-Qualification Criteria/Eligibility: Please Refer **Annexure-A**. Bidder to submit all the necessary supporting document along with Bids to qualify in PQC.

4. Bidder shall submit Categorical Confirmation on Commercial Terms and Conditions (CTC) as per Annexure-IIA [For Indian Bidders], Annexure-IIB [For Foreign Bidders] & Annexure-III [GST] enclosed to the Enquiry. The offers of those Bidders who do not comply with all the Clauses of Commercial Terms and Conditions (CTC) in total are likely to be rejected.

5. Techno commercially qualified vendors' credentials will be submitted to customer/consultant, if required for their approval and their offers will be considered for price bid opening/ reverse auction subject to customer /consultant approval for the tender. Bidder shall submit their credentials and company details along with technical offers.

6. **Price Evaluation**: Price shall be considered on Landed Cost basis (Total cost to BHEL). Landed cost shall be worked out on price quoted including Quantity, P&F charges, Testing & Inspection charges, Freight, Transit Insurance, Loadings on Deviations, Customs duty, loading as per customs notifications, GST after taking out Input Tax Credit as applicable. **The Price comparative statement shall be worked out on overall Landed cost basis (Total cost to BHEL) for ITEMWISE L1 BASIS.**

   a) The comparative statement of the price prepared on the reference date shall remain firm throughout the period. Any change in duty and tax structure during execution of the contract will not be considered for the re-ranking of Bidders.

   b) The lowest price received against BHEL, HPVP tender need not be commercially lowest price (L-1). BHEL, HPVP reserves the right to negotiate the same.

   c) BHEL, HPVP reserves the right/option to REFLOAT the tender if L-1 price is not the lowest acceptable price to BHEL, HPVP.

d) The prevailing Exchange rates (TT selling rate of SBI) on the date of opening of Technical Bid shall be considered for Price Evaluation of import offers. If the date of opening of Technical bid happens to be a bank holiday or no forex, then the forex rate as on previous bank (SBI) working day shall be considered.

e) The evaluation currency of this tender shall be Indian Rupee (INR)

f) If BHEL decides to give any relaxation to NIT terms the following Loadings will be considered accordingly:
   1) Loading on Payment Terms
   2) Loading on Delivery period
   3) Loading on LD terms & conditions
   4) Loading on Bank Guarantee.

7. **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-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.

8. **SPECIAL PROVISION FOR MICRO AND SMALL ENTERPRISES (MSE) - APPLICABLE FOR INDIAN MANUFACTURER ONLY:**

i) As per the public procurement policy notified by the Central Government ,Micro & small Enterprises (MSE) participating in the tender , quoting Price within Price band of L1 + 15 % will be allowed to supply a portion of requirement subject to acceptance of L1 price in a situation where L1 price is from someone other than a Micro & small enterprise & such Micro and small Enterprise shall be allowed to supply up to 25% of Quantity .In case of more than one such MSE, the supply shall be shared proportionately.

ii) 25% of the tendered quantity is earmarked for MSE suppliers in this tender.

iii) <u>Special provision for Micro and Small Enterprises owned by SC or ST:</u> Out of 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.

iv) Minimum of 3% reservation for Women owned MSEs within the above mention 25% reservation.

v) MSE Suppliers can avail the intended benefits only if they submit along with the 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 attested Copy of a CA certificate (Format enclosed as per Annexure –I where deemed validity of EM II certificate of five years has expired) 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 is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

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vi) 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.

vii) All Micro and Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum shall also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSE), order 2012.

9. BHEL reserves the right to cancel the Enquiry / Tender at any stage without assigning any reasons thereof. Also BHEL reserves the right to reject or accept one or any offer without assigning any reason.

10. For this procurement, the local content to categorize a supplier as 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 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.

11. **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 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."

12. **Linking up of Old issues:** In case if you have any outstanding problem with earlier supplies, you should not link up against this enquiry or PO at later stages.

13. **GUIDELINES FOR SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS:**
The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

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. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

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.

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.

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.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions.

14. Supplier to submit the signed and stamped copy of **Non- Disclosure Agreement (NDA)** along with Technical offer (Part-1 bid).

15. GST Clauses:

a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.

b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Plates and Vessels Plant, Visakhapatnam is "37AAACB4146P7Z8" with state Code as "37" and State Name as "Andhra Pradesh".

c) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.

d) Supplier shall mention their GSTN registration number(GSTIN) in all their invoices and invoices shall be in the format as specified/prescribed under GST Laws. Invoices shall necessarily contain invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no commercial invoice no etc., then the invoice No which is linked/uploaded in GSTN Network shall be clearly indicated), item description as per PO Quantity Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

e) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

f) The bidder shall clearly indicate HSN (Harmonized System Nomenclature) / SAC (Service Accounting Code), its description and applicable rate of GST for each item in his techno-commercial bid.

g) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from bidder along with interest, penalties levied/leviable on BHEL.

h) In case bidder 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 as per GST law shall be recoverable from bidder along with interest levied / leviable on BHEL.

i) Bidders must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-HPVP due to fault / noncompliance by the bidder will be to the bidder's account.

j) GST TDS is applicable as per rules.

16. Holiday/Suspension/Banning List/Negative List:

Offers from following types of bidders will not be accepted.

a. Who are in the Holiday/ Suspension /Banning List / Negative list of any PSU/Govt. Authority on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award (PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING attached for submission by bidder).
b. Who are under liquidation, court receivership or similar proceedings, Bidder shall submit a self-certificate stating that they are not under liquidation, court receivership or similar proceedings. Failure to do so or the bidder is under court receivership or similar proceedings, their bids shall not be considered (PROFORMA FOR DECLARATION ON NCLT/NCLAT/DRT/DRAT/COURT RECEIVERSHIP/LIQUIDATION attached for submission by bidder).

17. Evaluation in case of more than one L-1 bidder: 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 the mode decided by BHEL. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

18. INTEGRITY PACT:

a) Integrity Pact is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Details of IEM for this tender is furnished below:

Sl. No.	IEM	Email Ids
01	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
02	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid(Part-I). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

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E-mail **:** dsbaraik @bhel.in
: ashishkmr@bhel.in

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department

For all clarifications/ issues related to the tender, please contact:

Name: (1) **Mr. D S Baraik /Manager[MM-RM]** Deptt: MM-Purchase Address: BHEL HPVP, Visakhapatnam Phone: (Landline/ Mobile) 91+ 891-668 1301	Name: (1) **Mr. D V K R S DEEKSHITULU /Sr. DGM[MM]** Dept: MM-Purchase Address: BHEL HPVP, Visakhapatnam Phone: (Landline/ Mobile) 91+ 891-668 1826

19 Successful bidder shall compulsorily get registered in Government E-Marketplace (GeM) before placement of Purchase Order and shall provide the GeM Seller ID to BHEL (In case of Indigenous Vendors).

----xxxxx-----

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

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

ANNEXURE-II

Framework Confidentiality Agreement Cum Undertaking

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

And

M/s. _____________________________ (address) ____________________________ represented by authorized representative Sri ___________________________ (herein after referred to as the "Supplier").

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

RECITALS

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

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

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

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

1. Definitions:

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

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

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

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

4. **Ownership:**

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

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

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

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

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

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights / title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings / documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvements in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the supplier.

5. <u>Use and Non – Disclosure:</u>

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

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

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

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

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

(a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.

(b) With the prior written consent of Company, the supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.

(c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

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

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

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

Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of _______ years.

8. <u>Warranties & Undertakings</u>:

a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.

b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material / documents belongings to him / it or to any other third party.

c) The Supplier further undertakes that he / it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and / or equipment of the Company, made available to him / it, and undertakes that he / it shall hold the same as a trustee, in capacity of custodian thereof and use / utilise the same solely for the purpose of executing the contract awarded by the Company.

d) The Supplier further undertakes that he / it shall return all the equipment and / or Technical Information as far as practicable in the same condition in which the same was made available to him / it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and / or Technical Information / improvement thereof. In case any such equipment and / or Technical Information or thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or improvement thereto shall continue to be governed by this Agreement.

e) The Supplier undertakes to indemnify the Company for all the direct, indirect and / or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and / or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The

Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the forgoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

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

10. <u>Arbitration & Conciliation:</u>

1. Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract.

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

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

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

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

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

   In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

   In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in–charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and justice, Government of India. Upon such reference the dispute shall be decided by the Law secretary or the special Secretary or Additional secretary when so authorized by the Law secretary, whose decision shall bind the parties hereto finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

2. INTEREST CLAUSE:
   In order to bring uniformity in all the contracts / agreements entered between BHEL and its contractors / vendors / suppliers / service providers etc., it is hereby advised to incorporate the following clause in all tenders and agreements.
   "No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL."

11. Governing Law & Jurisdiction:

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

SIGNATURE

WITNESSES

1

Name:

Address:

2

Name:

Address:

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited [1] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _______________________ through its Unit at…………………..(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at_________[2] hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No……………………dated …………………………………[3] valued at Rs………..[4] (Rupees -----------------------)/FC………………(in words……….) for …………………………[5] (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to ……% (…. Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, …………………, (hereinafter referred to as the Bank), having registered/Head office at ……………. and inter alia a branch at ………… being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs -------------------- (Rupees -----------------------) without any demur, immediately on a demand from the Employer, .
Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _______________ ________________________.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the ……………………bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We …………….. BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

The BG will be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time)- (For Foreign Vendors only).

This Guarantee shall remain in force upto and including…………………………….. [6] and shall be extended from time to time for such period as may be desired by Employer.
This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the ……………………………….[7]we shall be discharged from all liabilities under this guarantee thereafter.

The BG should clearly specify that the demand or other document can be presented in electronic form.

We, ……………… BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed………………………… [8]
b) This Guarantee shall be valid up to ………………[9]
c) Unless the Bank is served a written claim or demand on or before _____________[10] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____________ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated……………….
Place of Issue……………….

[1] *NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited*

[2] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[4] *PROJECT/SUPPLY DETAILS*

[5] *BG AMOUNT IN FIGURES AND WORDS*

[6] *VALIDITY DATE*

[7] *DATE OF EXPIRY OF CLAIM PERIOD*

[8] *BG AMOUNT IN FIGURES AND WORDS.*

[9] *VALIDITY DATE*

[10] *DATE OF EXPIRY OF CLAIM PERIOD (Shall be 6 months after validity date)*

Note:

1. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

   b.1 Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.

   b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

   b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

   b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

List of Consortium Banks

Sl. No	Nationalised Banks	Sl. No	Public Sector Banks
1	State Bank of India	18	IDBI
2	Allahabad bank		
3	Andhra bank	**Sl. No**	**Private banks**
4	Bank of Baroda	19	Axis Bank
5	Canara Bank	20	HDFC
6	Corporation bank	21	ICICI
7	Central bank	22	The Federal Bank Limited
8	Indian Bank	23	Kotak Mahindra Bank
9	Indian Oversea Bank	24	Indusind Bank
10	Oriental bank of Commerce	25	Yes Bank
11	Punjab National Bank		
12	Punjab & Sindh Bank	**Sl. No**	**Foreign banks**
13	Syndicate Bank	26	CITI Bank N.A
14	UCO Bank	27	Deutsche Bank AG
15	Union Bank of India	28	HSBC
16	United Bank of India	29	Standard Chartered Bank
17	Vijaya Bank	30	J P Morgan

Annexure-1

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

____________________________________, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for ____ . The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

Pucy.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-- --

For & On behalf of the Principal

DURGA SHARAN BARAIK
Manager (MP-RM)
Bharat Heavy Electricals Ltd
HPVP Visakhapatnam-12

(Office Seal)

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place---------------------

Date----------------------

Witness:________________

(Name & Address) __________

Witness:________________

(Name & Address) __________

SL. NO.	DESCRIPTION	Vendor's Confirmation/ Comments (See note)
1.0	Plates shall strictly comply with the requirements of this TDC in addition to the requirements of material specification as per ASME BPVC Sec.II Part-A - 2019. This shall be explicitly reported in Test Certificates. Additionally the following requirements shall be met with and reported in Test Certificates.	
2.1	Plates shall conform to the specification SA-20 with additional requirements mentioned herein.	
2.2	The tolerance on thickness of steel plates shall be positive only.	
2.3	Final rolling of plate shall be in lengthwise.	
2.4	The plates shall be free from injurious defects and shall have workman like finish. Reconditioning / repair of plates by welding shall not be permitted. Surface condition shall meet requirements of EN 10163 (Part: 2) Class A Sub-Class 3.	
3.1	All plates shall be Killed, Normalized and Tempered (N+T) or accelerated cooling from an austenitizing temperature by liquid Quenching followed by Tempering (N+ACC+T). Plates shall be supplied in normalized (at 945 ºC ± 10 ºC) and tempered (at 720 ºC to 740 ºC) condition. After completing the holding time at the soaking temperature, the time required to cool the components to 800°F (426°C) shall be at least one hour.	
3.2	One product analysis for each plate shall be carried out. Chemical composition shall be as per applicable material specification with additional requirement of phosphorus equal to 0.01% maximum and phosphorus plus tin equal to 0.016% maximum.	
3.3	Additional requirements for plates of thickness 50 mm and above. a) Vacuum treatment as per supplementary requirement S1 of specification SA-20. b) Through thickness tensile test shall be carried out as per specification SA-770 for each plate and reduction of area shall be determined as per SA-370. Minimum reduction in area shall not be less than 35%.	
4	Plates shall be ultrasonically examined after specified heat treatment as per following. a) Plates having thickness 16 mm to 50 mm (both inclusive) shall be examined ultrasonically as per SA-435. b) For thickness above 50mm UT examination shall be carried out as per SA-578 and shall have acceptance standard of Level-B.	
5	Charpy V-notch impact test shall be carried out for each plate at minus 18°C with average value of three specimens as 33 joules with minimum value of each specimen as 22 joules.	
6	The hardness of each plate shall not exceed 225 BHN.	
7	**Simulation heat treatment of test coupons: -** All test specimen's representative of heat treated plates shall be subjected to	

PREPARED: CHECKED: APPROVED (Engg): S.K. BISWAS APPROVED (Q):

	simulated heat treatments before the specified mechanical tests like tensile, impact etc. and these details shall be recorded on the test certificates. Simulated heat treatments shall include all heat treatments involved during fabrication of the equipment (including intermediate stress-relief etc.) and final PWHT plus two additional PWHT cycles (One for repair at shop and another for future). Impact tests and hardness tests shall be carried out in both minimum and maximum heat treatment condition while other mechanical tests (tensile etc.) shall be conducted at maximum heat treatment condition. Tempering temperature shall be minimum 20°C higher than the final PWHT temperature. The PWHT cycle will be provided during tender elevation stage.	
8	The defective material if any, shall be replaced free of cost by the supplier.	
9	**Inspection:** - As per P.O	
10	**MARKING**: As per material specification with Inspector's symbol. The purchase order No. and item No. is to be suitably marked.	
11	**Painting and coating: -** No painting of any kind is permitted on the steel plates. However, steel plates shall be carefully protected against any damage during transit and shall be sea-worthy condition (if applicable).	
12	**Certification**: - Supplier shall furnish 6 copies of mill's original test certificates/ documents inclusive of all tests required as per specification and as mentioned in these technical delivery conditions duly certified the inspecting authority. The actual values obtained shall be recorded in the test certificates / documents. All certificates shall be as per EN10204 Type 3.2 & as per ASME Code. i) Chemical analysis (both heat and product analysis) ii) Mechanical test results iii) Data of heat treatment i.e. initial temperature, heating rate, soaking temperature/time, cooling rate etc. iv) Simulated heat treatment of Mechanical test coupons (S3 of SA-20 / SA-20M) at indicated heat treatment cycle only v) Ultrasonic examination (S12 of SA-20 / SA-20M) vi) Charpy V-Notch Impact test (S5 of SA-20 / SA-20M) vii) Through thickness tensile test as per SA-770 viii) All other tests as per TDC The test certificates should send in advance before dispatch of material for scrutiny and inspection at the time of receipt of material. All certificates shall be in English Language.	

NOTE: In case the space is not sufficient, a separate sheet may be added as an annexure to this TDC.

PREPARED: CHECKED: APPROVED (Engg): APPROVED (Q):

Heavy Plates & Vessels Plant, Visakhapatnam, Andhra Pradesh, India-530012

QUALITY PLAN FOR PLATES OF ASME SA387GR.11 CL2 SEC II PART A Edition 2019

QP NO.: BHEL/QC/PV-PL-TDC-022-0 REV. NO.: 0 DATE. 29.01.2021

PROJECT:
BHEL HPVP SO NO.:
MAIN-SUPPLIER: M/s BHEL
TDC No: PV-PL-TDC-022 Rev 00

SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK (M & T)	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD		AGENCY			REMARKS
										M	T	B	
1.	2.	3.	4.	5.	6.	7.	8.	9.	D*	** 10.			11.

1. Plates shall be confirmed to ASME Sec II Part A-Latest Edition, SA20 & TDC NO: PV-PL-TDC-022 Rev 00 (To be Confirmed in TC)
2. Plates shall be Open-hearth, BO or EAF+LMF+VAD (S1 of SA20) + Fully Killed+ Fine austenitic grain size (To be confirmed in TC)
3. Plates shall be free of surface defects, shall have workman like finish & final rolling shall be lengthwise(To be confirmed in TC)

SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	D*	M	T	B	REMARKS
1.0	Raw Materials Base materials	Chemical and mechanical Properties	Major	Verification of Mill Test Certificates	100 %	SA387, SA20 & As per TDC P≤0.01%, P+Sn≤0.016%		RMTC	√	P	V *	R	*Base materials shall be inspected by TPIA before production
2.0	Product analysis	Chemical	Major	Spectro	Per Plate	As per SA387GR11CL2, SA20 & clause 3.2 of TDC		TC	√	P	W	R	P≤0.01%, P+Sn≤0.016%
3.0	Heat Treatment	Heat Treatment	Major	Verification of charts	100 %	Clause 3.1 of TDC		TC	√	P	V	V	N+ACC+T
4.0	Simulation heat treatment	Heat Treatment	Major	Testing	100 %	Clause 7 of TDC		TC	√	P	V	V	For Test Coupons
5.0	Non-destructive testing	Soundness	Major	UT	100%	SA435 or SA578 Level B		TC	√	P	W	V	SA435≤16 to 50 MM SA578 Level B>50MM
6.0	Mechanical Properties	Tensile, Yield and elongation, Through Thickness, Harness, Impact Test and etc.	Major	Destructive	Per Heat & Heat Lot	As per SA387GR11CL2, SA20 & clause 3.3, 5, 6 & 7 of TDC		TC	√	P	W	V	Grain size Hardness≤225BHN
8.0	Surface Quality	Surface finish, OD, thick & Length &etc.	Major	Visual & measurement	100%	Clause 2.4 of TDC(EN10163(Part 2) Class A subclass 3)		TC	√	P	W	V	Repair by welding is not permitted.
9.0	Marking & Dimensions	Physical Identity: Heat No, Size, Spec, T*W*L and etc.	Major	Visual	100%	As per SA387 & SA20 & clause 10 of TDC(Positive tolerance)		DR	√	P	W	V	Inspector stamp is to be stamped on the Material.
10.0	Certification & Packing	All in process reports	Major	Verify	100 %	ASME SA387, 19 of SA20 & clause 11 & 12 of TDC		TC	√	P	V	V	TC as per EN10204 Type 3.2 (in English only)

1. Dispatch clearance shall be obtained from BHEL-HPVP QC by submitting the documents as per the PO & QAP
2. In case of any Customer witness stage is involved at any later stage, the same shall be acceptable to supplier, though not specified in this QAP.
3. Plates shall be inspected as per PO, QAP, TDC & Materials specification (In-contradiction between these, the most stringent requirement to be followed). All clauses of TDC to be complied in TC

PREPARED BY
P. SRINU
SR.ENGINEER /QC

LEGEND: **M:** MANUFACTURER/SUB-SUPPLIER; T: THIRD PARTY INSPECTION AGENCY; B: BHEL-HPVP; **P:** PERFORM **W**: WITNESS AND **V:** VERIFICATION
IR-INSPECTION REPORT, TC: TEST CERTIFICATE; TDC: TECHNICAL DELIVERY CONDITIONS; RMTC: Raw material test certificate; DR: Dimensional report:
Stage reports defined with √ mark shall be included in the documentation

	TECHNICAL DELIVERY CONDITIONS FOR LAS PLATES TO MATERIAL SPECIFICATION SA 387 Gr.22 CL.2	PV-PL-TDC-023 REV. NO. 0

SL. NO.	DESCRIPTION	Vendor's Confirmation/ Comments (See note)
1.0	Plates shall strictly comply with the requirements of this TDC in addition to the requirements of material specification as per ASME BPVC Sec.II Part-A - 2019. This shall be explicitly reported in Test Certificates. Additionally the following requirements shall be met with and reported in Test Certificates.	
2.1	Plates shall conform to the specification SA-20 with additional requirements mentioned herein.	
2.2	The tolerance on thickness of steel plates shall be positive only.	
2.3	Final rolling shall be lengthwise.	
2.4	The plates shall be free from injurious defects and shall have workman like finish. Reconditioning / repair of plates by welding shall not be permitted. Surface condition shall meet requirements of EN 10163 (Part: 2) Class A Sub-Class 3.	
3.1	The steel shall be made by electric furnace or basic oxygen process and shall be vacuum degassed.	
3.2	Plates shall be Killed, Normalized and Tempered (N+T) or accelerated cooling from an austenitizing temperature by liquid Quenching followed by Tempering (N+ACC+T). Plates shall be supplied in normalized (at 945 °C ± 10 °C) and tempered (at 720 °C to 740 °C) condition.	
3.3	Tensile strength at room temperature shall not exceed 690 MPa and Yield strength should not exceed 620 MPa.	
3.4	Chemical analysis shall be carried out on heat as well as on product. In addition to chemical analysis required by applicable material specification, analysis of Ni, Cu, As, Sn, and Sb shall be reported. However, Copper and Nickel content shall be limited to 0.20% (max.) and 0.30% (max.) respectively. Material shall have a J factor, as defined as (Si + Mn) x (P + Sn) x 10^4 less than or equal to 100, where the concentration of elements are in percent.	
3.5	The material shall have an austenitic grain size 5 (five) or finer as determined by method of ASTM E112.	
3.6	Additional requirements for plates of thickness 50 mm and above. a) Vacuum treatment as per supplementary requirement S1 of specification SA-20. b) Through thickness tensile test shall be carried out as per specification SA-770 for each plate and reduction of area shall be determined as per SA-370. Minimum reduction in area shall not be less than 35%.	
4	**Ultrasonic examination: -** Plates shall be ultrasonically examined after specified heat treatment as per following. a) Plates having thickness 16 mm to 50 mm (both inclusive) shall be examined ultrasonically as per SA-435. b) For thickness above 50mm UT examination shall be carried out as per	

PREPARED: CHECKED: APPROVED (Engg): (S.K. BISWAS) APPROVED (Q):

	SA-578 and shall have acceptance standard of Level-B.	
5	Impact test (Charpy V-Notch) shall be carried out at minus 29 ºC with 55 joules average value for three specimens and with no single specimen below 48J. The orientation of test specimen shall be transverse to the direction of final rolling.	
6	The hardness of each plate shall not exceed 225 BHN.	
7	**Simulation heat treatment of test coupons: -** All test specimen's representative of heat treated (N+T) / (N+ACC+T) plates shall be subjected to simulated heat treatments. Simulated heat treatments shall include all heat treatments involved during fabrication of the equipment. This shall include PWHT of the equipment plus two additional PWHT cycle (one for shop repair and one for future) including all intermediate heat treatments (ISR). Simulated heat treatment shall be conducted on the test coupons before the specified mechanical tests like tensile, bend, impact tests etc. All tests shall be carried out with minimum PWHT condition and maximum PWHT condition including all ISR. These details shall be recorded on test certificates clearly indicating all heat cycle conditions. The PWHT cycle will be provided during tender elevation stage.	

8 Impact energy versus temperature (transition) curves shall be developed for each heat of plate.

A minimum of eight sets of three impact tests of completely heat treated material with minimum PWHT condition and maximum PWHT condition including all ISR shall be performed for each curve. Sample location shall be as specified in ASME code.

The eight sets of impact test shall be performed at different temperature but shall include minus 29 °C. The generated transition curve shall clearly define the transition zone and the upper shelf. The maximum test temperature shall correspond to the upper shelf energy level.

b) Step cool tests shall be performed on completely heat treated material with minimum PWHT condition and maximum PWHT condition including all ISR from each heat of plate.

i) Samples shall be heated from 316°C to 593°C with maximum rate of 56°C.

ii) Step cooling shall be in accordance with the following temperatures, holding times and cooling rates to the next lower temperature:

Temperature °C	Holding time Hrs.	Cooling rate to the next temperature °C/hr
593	1	5.6
538	15	5.6
524	24	5.6
496	60	2.8
468	100	27.8
315	-	air cooling

iii) Impact test of each step cooled sample shall be performed and transition curve shall be developed following the procedure outlined in clause 3.8(a) above.

c) Acceptance criteria for materials shall be in accordance with the following:

$vTr\ 55 + 3.0 \times \Delta\ vTr\ 55_{sc} \leq 10\ °C$

	Where vTr 55 = Charpy V-notch 55J impact energy transition temperature of completely heat treated specimens before step cooling. ΔvTr 55_{sc} = The shift in Charpy V-notch 55J impact energy transition temperature after step cooling tests.	
9	The defective material if any, shall be replaced free of cost by the supplier.	
10	**Inspection:** - As per P.O	
11	**MARKING**: As per material specification with Inspector's symbol. The purchase order No. and item No. is to be suitably marked.	
12	**Painting and coating: -** No painting of any kind is permitted on the steel plates. However, steel plates shall be carefully protected against any damage during transit and shall be sea-worthy condition (if applicable).	
13	**Certification**: - Supplier shall furnish 6 copies of mill's original test certificates/ documents inclusive of all tests required as per specification and as mentioned in these technical delivery conditions duly certified the inspecting authority. The actual values obtained shall be recorded in the test certificates / documents. All certificates shall be as per EN10204 Type 3.2 & as per ASME Code. i) Chemical analysis (both heat and product analysis) ii) Mechanical test results iii) Data of heat treatment i.e. initial temperature, heating rate, soaking temperature/time, cooling rate etc. iv) Simulated heat treatment of Mechanical test coupons (S3 of SA-20 / SA-20M) at indicated heat treatment cycle only v) Ultrasonic examination (S12 of SA-20 / SA-20M) vi) Charpy V-Notch Impact test (S5 of SA-20 / SA-20M) vii) All other tests as per TDC viii) Date of manufacture The test certificates should be sent by Air Mail at the time of dispatch of material so as to reach us in advance for scrutiny and inspection at the time of receipt of material. All certificates shall be in English Language.	

NOTE: In case the space is not sufficient, a separate sheet may be added as an annexure to this TDC.

PREPARED: CHECKED: APPROVED (Engg): APPROVED (Q):

बी एच ई एल BHEL Heavy Plates & Vessels Plant, Visakhapatnam, Andhra Pradesh, India-530012	QUALITY PLAN FOR PLATES OF ASME SA387GR.22 CL2 SEC II PART A Edition 2019 QP NO.: BHEL/QC/PV-PL-TDC-023-0 REV. NO.: 0 DATE. 29.01.2021	PROJECT: BHEL HPVP SO NO.: MAIN-SUPPLIER: M/s BHEL TDC No: PV-PL-TDC-023 Rev 00

SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK (M & T)	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD		AGENCY			REMARKS
										M	T	B	
1.	2.	3.	4.	5.	6.	7.	8.	9.	D*	** 10.			11.

1. Plates shall be confirmed to ASME Sec II Part A-Latest Edition, SA20 & TDC NO: PV-PL-TDC-023 Rev 00 (To be Confirmed in TC)
2. Plates shall be BO or EAF+LMF+VAD + Fully Killed+ Fine austenitic grain size (To be confirmed in TC)
3. Plates shall be free of surface defects, shall have workman like finish & final rolling shall be lengthwise(To be confirmed in TC)

1.0	Raw Materials Base materials	Chemical and mechanical Properties	Major	Verification of Mill Test Certificates	100 %	SA387GR22CL2, SA20 & As per TDC; Cu≤0.02%, Ni≤0.3%, J-Factor: ((Si+Mn)X(P+Sn)X10^4)≤100%	RMTC	√	P	V *	R	*Base materials shall be inspected by TPIA before production
2.0	Product analysis	Chemical	Major	Spectro	Per Plate	As per SA387GR22CL2, SA20 & clause 3.4 of TDC; J-Factor: ((Si+Mn)X(P+Sn)X10^4)≤100%	TC	√	P	W	R	Cu≤0.02%, Ni≤0.3%
3.0	Heat Treatment	Heat Treatment	Major	Verification of charts	100 %	Clause 3.2 of TDC	TC	√	P	V	V	N+ACC+T
4.0	Simulation heat treatment	Heat Treatment	Major	Testing	100 %	Clause 7 of TDC	TC	√	P	V	V	For Test Coupons
5.0	Non-destructive testing	Soundness	Major	UT	100%	Clause 4 of TDC SA435 or SA578 Level B	TC	√	P	W	V	SA435≤16 to 50 MM SA578 Level B>50MM
6.0	Mechanical Properties	Tensile, Yield and elongation, Through Thickness, Harness, Impact Test and etc.	Major	Destructive	Per Heat & Heat Lot	As per SA387GR22CL2, SA20 & clause 3.3, 3.5, 3.6 5, 6, 7 & 8 of TDC	TC, TR, CR	√	P	W	V	Grain size Hardness≤225BHN Step Cooling
8.0	Surface Quality	Surface finish, OD, thick & Length &etc.	Major	Visual & measurement	100%	Clause 2.4 of TDC(EN10163(Part 2) Class A subclass 3)	TC	√	P	W	V	Repair by welding is not permitted.
9.0	Marking & Dimensions	Physical Identity: Heat No, Size, Spec, T*W*L and etc.	Major	Visual	100%	As per SA387 & SA20 & clause 11 of TDC(Positive tolerance)	DR	√	P	W	V	Inspector stamp is to be stamped on the Material.
10.0	Certification & Packing	All in process reports	Major	Verify	100 %	ASME SA387, 19 of SA20 & clause 12 & 13 of TDC	TC	√	P	V	V	TC as per EN10204 Type 3.2 (in English only)

1. Dispatch clearance shall be obtained from BHEL-HPVP QC by submitting the documents as per the PO & QAP
2. In case of any Customer witness stage is involved at any later stage, the same shall be acceptable to supplier, though not specified in this QAP.
3. Plates shall be inspected as per PO, QAP, TDC & Materials specification (In-contradiction between these, the most stringent requirement to be followed). All clauses of TDC to be complied in TC

PREPARED BY P. SRINU SR.ENGINEER /QC	**LEGEND:** **M:** MANUFACTURER/SUB-SUPPLIER; T: THIRD PARTY INSPECTION AGENCY; B: BHEL-HPVP; **P:** PERFORM **W:** WITNESS AND **V:** VERIFICATION IR-INSPECTION REPORT, TC: TEST CERTIFICATE; TR: Test Report; TDC: TECHNICAL DELIVERY CONDITIONS; RMTC: Raw material test certificate; DR: Dimensional report: CR: Transition curves; Stage reports defined with √ mark shall be included in the documentation

<u>**Annexure- I**</u>

Certificate by Chartered Accountant on letter head

This is to Certify that M/s.. (hereinafter referred to as 'Company') having its registered office at .... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part´ II) ....Dtd: .... Category: .... (Micro/Small). (**Copy enclosed**).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ....as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises**: Investment in plant and machinery (**i.e.. original cost excluding land and building and the items specified by the Ministry of Small Scale industries vide its notification No.S.O.1722(E) dated October 5, 2006** :
   Rs........................ Lacs.

2. **For Service Enterprises**: Investment in equipment (**original cost excluding land and building and furniture, fittings and other Items not directly related to the service rendered or as may be notified under the MSMED Act, 2006**:
   Rs........................ Lacs.

(Strike off whichever is not applicable)

The above investment of Rs......................Lacs is within permissible limit of Rs..................Lacs for................................ Micro / Small (**Strike off which is not applicable**) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (**Strike off which is not applicable**) and the date of graduation of such enterprise from its original category is....................... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant