

## **TENDER DETAILS**

<i>DESCRIPTION</i>	<i>Supply of SA333Gr6 Pipes as per Technical Specification TDACT 6 Rev 00</i>
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Item Sl. No.	Description	Material Code	Unit	Quantity
1	PIPE OD 323.9 x 33.3thk x 5000 lg	D15730395001	m	120
2	PIPE OD 273.1 x 28.6thk x 4000 lg	D15730395002	m	136
3	PIPE OD 219.1 x 23.0thk x 5000 lg	D15730395003	m	80
4	PIPE OD 355.6 x 35.7thk x 4000lg	D15730395004	m	8

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

**ANNEXURE-D Rev 00  
ENQ.No.1402200012**

Dt.27-08-2022

**Enquiry Terms & Conditions for Supply of SA333 Gr6 Seamless Pipes**

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

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

Sl No	BHEL Requirements	Supplier Comments															
01	<p><b><u>Material specification:</u></b> Supply of <b>SA333 Gr6 Seamless Pipes</b> shall be made strictly as per <b>technical specification TDCAT:6 Rev00, and Special Condition Annexure A</b> as mentioned in the enquiry. Item details as below.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Sr No</th> <th style="text-align: center;">Item description (dimensions in mm)</th> <th style="text-align: center;">Quantity (in mtr)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Pipe OD 323.9 x 33.3 thick x 5000 Length – 24 nos</td> <td style="text-align: center;">120 mtr</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Pipe OD 273.1 x 28.6 thick x 4000 Length -34 nos</td> <td style="text-align: center;">136 mtr</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Pipe OD 219.1 x 23 thick x 5000 Length – 16 nos</td> <td style="text-align: center;">80 mtr</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Pipe OD 355.6 x 35.7 thick x 4000 Length – 2 nos</td> <td style="text-align: center;">8 mtr</td> </tr> </tbody> </table> <p><b>Note:</b> Length tolerance -10/+20 mm allowed for each pipe.</p>	Sr No	Item description (dimensions in mm)	Quantity (in mtr)	1	Pipe OD 323.9 x 33.3 thick x 5000 Length – 24 nos	120 mtr	2	Pipe OD 273.1 x 28.6 thick x 4000 Length -34 nos	136 mtr	3	Pipe OD 219.1 x 23 thick x 5000 Length – 16 nos	80 mtr	4	Pipe OD 355.6 x 35.7 thick x 4000 Length – 2 nos	8 mtr	
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02	<p><b><u>Specification, Size &amp; Quantity:</u></b></p> <p>a) All the <b>SA333 Gr6 Seamless Pipes</b> are to be supplied fully meeting the <b>technical specification TDCAT:6 Rev00, and Special Condition Annexure A</b>. If there is any deviation, the same should be mentioned clearly in the offer itself.</p> <p>b) <b>Supply quantity tolerance - Nil. No of pipes as indicated above to be ensured.</b></p> <p>c) Offer will be evaluated on item level. Supplier shall confirm acceptance to part item ordering.</p> <p>d) Inspection agency for Indigenous suppliers – BHEL &amp; NPCIL.</p> <p>e) Inspection agency for import suppliers - BHEL &amp; NPCIL or NPCIL appointed third party inspection (TPI) agency.</p> <p>f) Point wise confirmation for Special Condition Annexure A (Special conditions &amp; Pre-Qualification Criteria) and Technical Specification TDCAT:6 Rev00 are to be mandatorily filled &amp; signed by the bidder and to be uploaded in NIC portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) along with Technical Bid (Part 1 bid).</p> <p>g) Suppliers shall submit the in-house manufacturing and testing facility along with offer in Part-I bid.</p> <p>h) In addition to the technical specification requirements, suppliers shall meet the Pre-Qualification Requirements (refer Annexure-A - Special conditions &amp; PQR) for the above procurement enclosed herewith. Pls submit all the required documents in line with the respective PQR. The offers of the suppliers who fail to do so will be liable for rejection</p> <p>i) <b>Review, Witness and Hold Points in Quality Plan would mean,</b>  <b>Review</b> – All relevant records pertaining to the process/ activity should be produced to BHEL &amp; NPCIL, as the case may be, for verification.   <b>Witness</b> – Witness points are critical steps in manufacturing and examination/ inspection / testing, where the supplier is obliged to notify BHEL &amp; NPCIL, as the case may be, sufficiently in advance</p>																

	<p>of the start of the operation / test so that the same could be witnessed. The supplier may proceed with the work past a witness point, provided BHEL / BHEL &amp; NPCIL, as the case may be, had waived the same or notified to the supplier of the inability to attend it at the scheduled date / even at a later date. However, surprise visit could be made to verify such activity and retest may be demanded in case of any discrepancy. Parallel processing, notwithstanding the waiver of inspection for the current stage of manufacturing/ testing, is not permitted normally, however with written permission of BHEL / BHEL &amp; NPCIL further processing/ activity could be done.</p> <p><b>Hold</b> – BHEL &amp; NPCIL witness &amp; clearance is mandatory before proceeding with further activity. Under no circumstances further activities should proceed without formal clearance from BHEL &amp; NPCIL for the current stage.</p>	
03	<p><b><u>Offer Submission:</u></b></p> <p>a) This Tender is hosted in EPS portal &amp; offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date &amp; time of the enquiry through NIC (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) only.</p> <p>b) Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the E-Procurement NIC PORTAL (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) ONLY.</p> <p>c) Scanned copy of the filled Annexure-B (this document), Tender documents etc., shall be uploaded in the EPS portal.</p> <p>d) Sealed cover Bids/ E-Mails / Fax / Manual Offers will not be accepted.</p> <p>e) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> <a href="http://www.bhel.com/tender/">http://www.bhel.com/tender/</a></p> <p>f) Acceptance of offer will be subject to existing customer approval.</p> <p>g) <b>Quoted Currency.</b></p> <ul style="list-style-type: none"> <li>➤ Supplier Shall indicate the quoted currency.</li> <li>➤ If there is any discrepancy in the terms quoted in techno-commercial bid and price bid, the terms as per the techno commercial bid (part-1) shall hold good and the commercial term quoted in Price bid (Part-II) shall not be considered.</li> <li>➤ Price Variation Clause (PVC) is not acceptable and offer shall be rejected</li> </ul>	
04	<p><b><u>Reverse Auction</u></b></p> <p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a>) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p>	
05	<p><b>Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements:</b></p> <p>Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING &amp; ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.</p> <p><b>For foreign Principal</b></p> <p>In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage <a href="http://www.cca.gov.in/cca/">http://www.cca.gov.in/cca/</a>.</p> <p><b>For Indian agent</b></p> <p>In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.</p>	
06	<p><b><u>Validity:</u></b></p> <p>The offers shall be kept open for acceptance for 120 days from the date of Tender opening. Once the tenders are submitted, rates cannot be changed on any grounds.</p>	
07	<p><b><u>Delivery:</u></b></p> <p>The offer shall clearly indicate delivery period in <b>fixed number of weeks/Months</b> from the date of approval of QP &amp; related documents against the Purchase Order. Our delivery requirement is within 120 days from the date of final document approval/ manufacturing clearance from BHEL.</p> <p>Notwithstanding anything contained in contrary, including but not limited to the provisions relating to extension of time and Liquidated Damages, time shall be the essence of the Contract.</p>	

**08 Goods and Service Tax (GST)**

**Indigenous suppliers:**

- Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
- Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.
- All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- Invoices will be processed only upon completion of statutory requirement and further subject to following:
  - o Vendor declaring such invoice in their GSTR-1 Return/ IFF
  - o Receipt of Goods or Services and Tax invoice by BHEL
- As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).
- In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
- GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.

**Import Suppliers:**

Supplier shall mention the HSN code of each item quoted by them in the offer. The HSN shall be mentioned in the Invoice also for each item without fail.

Since GST is implemented, the taxes & duties will prevail as per the government notification/ guidelines. Our Provisional GST registration no. is **33AAACB4146P2ZL**. However, it will be mandatory to confirm from BHEL for

	<p>this mentioned GST no. Suppliers may quote their GST no with valid proof in the quotation. Also before quoting of tender it is suggested to consider all the factors in line with GST guidelines for input tax credit to arrive ranking of quoted suppliers.</p>	
<p><b>09</b></p>	<p><b><u>Indigenous vendors – Terms of delivery:</u></b></p> <ul style="list-style-type: none"> <li>• Bidders should submit their offer on FOR Destination -BHEL Stores, Trichy basis. The quote should be inclusive of all charges, including testing, packing &amp; forwarding, inspection, Insurance etc. (Ex-Works offers will not be considered).</li> <li>• The soft copies of the Invoice, LR copy, E-waybill, Warrantee Certificate &amp; Test certificates shall be forwarded to BHEL immediately after dispatch.</li> </ul>	
<p><b>10</b></p>	<p><b><u>IMPORT Vendors - Terms of Delivery:</u></b></p> <ol style="list-style-type: none"> <li>a) Import vendors to submit offers on CFR (Cost &amp; Freight), Chennai port (LILO – Liner in Liner Out) basis.</li> <li>b) Port of loading should be indicated without fail.</li> <li>c) Port of discharge should be Chennai.</li> <li>d) The preferred shipment mode “<b>Containerized Cargo</b> or <b>Break Bulk</b>” shall be specified clearly in the offer.</li> </ol> <p><b><u>FOR CFR INCO TERMS – CONTAINERIZED CARGO</u></b></p> <ol style="list-style-type: none"> <li>a.) For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided.</li> <li>b.) In case of shipment through Containers on CFR basis, the BL should bear the endorsement that “14 free days for Container Detention is applicable”. If there is no free day or less than 14 free days provided by the supplier, then the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice.</li> </ol> <p><b><u>BREAKBULK CARGO:</u></b></p> <ol style="list-style-type: none"> <li>a) For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis.</li> <li>b) The materials will be Custom cleared from Port itself.</li> </ol> <p><b><u>INFORMATION TO IMPORT SUPPLIERS:</u></b></p> <ol style="list-style-type: none"> <li>a) For import consignments Insurance (sea voyage) for will be arranged by BHEL, Trichy</li> <li>b) Exchange rate for converting such offers to INR will as SBI TT selling rate as on the date of Technical/Un-priced bid opening date in case of two part (technical + price bid) bid and price bid opening date in case of single part bid (only price bid). In case the day of bid opening happens to be bank holiday in India, then exchange rate as on previous bank working day will be considered for evaluation.</li> <li>c) Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty</li> <li>d) Indian Customs imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. Bill of Entry is Required to be Filed Latest by the End of Day Preceding the Day (including Holidays) of Arrival of the Vessel for sea shipments and by the end of same day on arrival of air shipment. Penalty for not filing Bill of Entry within the specified time period is Rs.5000/- per day (for Initial 03 days) &amp; Rs.10000/- per day (thereafter).</li> <li>e) The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.</li> <li>f) Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to and penalty/ additional expenses due to this would be recovered from the bills of supplier. <ul style="list-style-type: none"> <li>Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival</li> <li>Discrepancy in documents</li> <li>Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port)</li> </ul> </li> <li>g) All the shipments for the contracts (POs) finalized on CFR -Chennai Port basis <ol style="list-style-type: none"> <li>(i) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL.</li> <li>(ii) The detention/demurrage charges arising due to the nomination of containers under single BL to different/ multiple CFS by the liner will be deducted from Vendor’s bills only.</li> </ol> </li> </ol>	

	<p>(iii) The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only.</p> <p>(iv) Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge no other charges will be borne by BHEL.</p> <p>(v) The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are:</p> <ol style="list-style-type: none"> <li>a. CIC - Container Imbalance Charges/Surcharges</li> <li>b. EIC - Equipment Imbalance Charge/Surcharges</li> <li>c. CAF - Container/Currency Adjustment Factor</li> <li>d. BAF - Bunker adjustment Factor</li> <li>e. RDS - Rupee Depreciation Surcharge</li> <li>f. CDS - Currency Depreciation Surcharge</li> <li>g. PCS - Port Congestion Surcharge</li> <li>h. LSS - Low Sulphur Surcharge</li> <li>i. Devanning Charges</li> </ol>	
11	<p><b><u>Transport Conditions for Import:</u></b></p> <p>The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin &amp; Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment.</p> <ol style="list-style-type: none"> <li>a) 14 FREE DAYS for Container detention at final port of destination shall be provided and the same to be endorsed in the Bill of Lading. If there is no free day or less than 14 free days provided by the supplier, the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice.</li> <li>b) In the event of delayed submission of documents/ non-submission of documents by the supplier as per the mutually agreed terms, an amount up to 5% of the invoice value will be retained towards detention/ demurrage &amp; other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice.</li> <li>c) In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading".</li> <li>d) Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading.</li> <li>e) This is required to ensure avoidance of detention/ demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.</li> </ol>	
12	<p><b><u>Acceptance of materials supplied:</u></b></p> <ol style="list-style-type: none"> <li>a) The supply shall strictly as per the specifications in the tender /purchase order.</li> <li>b) Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.</li> <li>c) The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e mail within 120 days' o from the delivery of items or delivery of the required test certificates /other documents whichever is later.</li> <li>d) In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier.</li> <li>e) In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days/months of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>. would be taken against such supplier.</li> </ol>	
13	<p><b><u>Payment terms:</u></b></p> <p><b><u>Indigenous:</u></b></p> <p>For Micro &amp; Small Enterprises vendors, BHEL Payment term is 100% direct EFT payment after 45 days from the date of receipt and acceptance of materials.</p> <p>For Medium Enterprises vendors, BHEL Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials.</p>	

	<p>For Non MSME vendors, BHEL Payment term is 100% direct EFT payment after 90 days from the date of receipt and acceptance of materials</p> <p><b><u>Import:</u></b></p> <p><b>BHEL Payment term is 100% payment on CAD basis after 90 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.</b></p> <p>If supplier insists for Usance LC with 90 days' credit, the same will be opened one month prior to material readiness, further loading @ 1.5% on the offered value will be considered for evaluation. 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.</p> <p>Marginal cost lending rate (MCLR) of SBI (as applicable on the date of bid opening, Techno commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of relaxation sought by bidders.</p> <p><b><u>New Suppliers:</u></b></p> <p>For new suppliers not registered with BHEL, Trichy for the product, Payment shall be made 90 days after receipt and acceptance of materials. In case of foreign supplier, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 90 days from the date of receipt &amp; acceptance of material. If insisted for LC, after acceptance of first lot, only Usance LC with 90 days' credit will be opened one month prior to material readiness.</p> <p><b>Offers with payment terms as Advance Payment &amp; LC at Sight are liable for rejection.</b></p>	
14	<p><b><u>Liquidated Damage (Indigenous &amp; Imports):</u></b></p> <ol style="list-style-type: none"> <li>1. Time is the essence of the contract.</li> <li>2. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.</li> <li>3. In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages - LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions. GST will be applicable on the deducted LD.</li> <li>4. <b>LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value.</b></li> <li>5. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</li> </ol> <p><b>Indigenous:</b> LD will be reckoned from the date of LR/RR/BL / Invoice /eway bill whichever is later. If the goods are delivered through trans-shipment, the delivery documents of the 1st shipment from the factory works, will be considered for calculation of LD. Wherever E Way Bill is involved, the date of commencement of movement of vehicle as reflected in E way Bill [the 'Valid from' date in the E way Bill] will be taken for LD calculation.</p> <p><b>Import:</b> For CFR terms, BL date will be considered for LD calculation.</p>	
15	<p><b><u>Risk Purchase clause:</u></b></p> <ol style="list-style-type: none"> <li>a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere ,at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.</li> <li>b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.</li> <li>c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners: <ol style="list-style-type: none"> <li>i) from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.</li> <li>ii) from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit</li> </ol> </li> </ol>	

	<p>iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</p> <p>d) GST will be applicable for the amount recoverable under Risk Purchase Clause.</p>	
16	<p><b><u>Warranty / Guarantee:</u></b> Supplier to accept guarantee/warranty of "18 months from the date of dispatch or 12 months from the date of commissioning, whichever is earlier".</p> <p>Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.</p>	
17	<p><b><u>Non-Disclosure Agreement(NDA):</u></b> The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).</p>	
18	<p><b><u>Intellectual Property Right</u></b> The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods &amp; services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.</p>	
19	<p><b>PARTICULARS TO BE FURNISHED BY FOREIGN VENDORS FOR EVALUATION OF BIDS WITH CUSTOMS DUTY BENEFIT</b></p> <p>A. In case PTA/ 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. Pls confirm whether any such concessional duty for importing in India is applicable or not.</p> <p>B. If yes, pls mention the Concessional Customs Duty (% of Basic custom duty) for the offered item/s. Pls mention in percentage only.</p> <p>C. Documentary proof for the applicable Concessional Customs Duty (eg. PTA/ CEPA or other agreement) shall be submitted along with the Part-1 bid.</p> <p>D. Relevant documents and details to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents</p> <p>E. In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.</p> <p><b>Note:</b> Evaluation of the Price bids will be based on the above details only and unless mentioned/furnished by the vendor, Customs Duty benefit will not be applied for evaluation purposes.</p>	<p><b>VENDOR COMMENTS</b></p> <p>YES / NO</p> <p>%</p> <p>SUBMITTED/ NOT SUBMITTED</p> <p>CONFIRMED/ NOT CONFIRMED</p> <p>CONFIRMED/ NOT CONFIRMED</p>
20	<p><b><u>Role of Agents</u></b></p> <p>a) BHEL will deal directly with manufacturers only. Offers from Traders &amp; Stockist will not be considered.</p> <p>b) BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.</p> <p>c) In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same.</p> <p>d) BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.</p> <p>e) In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.</p> <p>f) In case of participation through Indian Agent, PAN, IT returns &amp; Incorporation certificate to be submitted.</p>	
21	<p><b><u>Agency Commission:</u></b></p> <p>a) If overseas principal has any tie-up with any third party/ agents, it should be declared while submitting offers.</p>	

	<p>b) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the Performa invoice and this will be paid by BHEL in India, in Indian rupees, on satisfactory completion of the contract.</p> <p>c) Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer.</p> <p>d) For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken.</p>	
<p><b>22</b></p>	<p><b><u>Evaluation Criteria:</u></b></p> <p>The Evaluation Currency for this tender shall be "INR". The offers of vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation process is as detailed below:</p> <p><b><u>Indigenous:</u></b></p> <p><b>Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term &amp; LD (C) – Applicable input tax credit (D)</b></p> <p>A. Indigenous vendors submit offers on Free on Road (FOR), Trichy in INR.</p> <p>B. GST and any other charges quoted by indigenous vendors will be added to the base price.</p> <p>C. Loading for payment terms &amp; non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate.</p> <p>D. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost.</p> <p><b><u>Import:</u></b></p> <p><b>Total Landed cost = CFR Rate in INR (A) + Applicable Duties (B) + Incidental Charges (C) + Loading for payment term &amp; LD (D)</b></p> <p>A. Import vendors to submit offers on CFR (Cost &amp; Freight), Chennai port (LIFO – Liner In Liner Out) basis in foreign currency, which will be converted to INR by multiplying with the Exchange rate (SBI TT Selling rate) as on the technical bid opening date.</p> <p>B. Customs duty, Safe guard duty and antidumping duty as applicable will be added to the INR price.</p> <p>C. Incidental charges of 2.26% will be added to the CFR Value. The incidental charge is inclusive of Insurance, port handling charges, &amp; freight charges for movement from Chennai port to BHEL, Trichy.</p> <p>D. Loading for payment terms &amp; Non-acceptance of Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost.</p> <p>Note: "In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding".</p> <p><b><u>Loading for Inspection (For both Import and Indigenous):</u></b></p> <p>BHEL Personnel (2 Persons) will be at vendor works for Reviewing / Witnessing of stage wise testing as indicated in Special Conditions Annexure-A, subsequent to notification from supplier on readiness of the respective stages. Expense to BHEL for inspection as mentioned above for 15 days (30 man days) frame will be loaded to the quoted rate.</p>	
<p><b>23</b></p>	<p><b><u>General condition:</u></b></p> <p>a) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.</p> <p>b) Three sets of documents containing Test certificates, Copies of the approved quality documents and test procedures, DCR and Drawings, etc. must be provided along with the supply of Raw materials. Dispatch clearance for material shall be given after acceptance of TC's by BHEL &amp; NPCIL.</p> <p>c) Supplier has to submit Quality documents and related test procedures for approval.</p> <p>d) For Indigenous supply, chemical composition and mechanical test are to be carried out in NABL accredited laboratory only.</p>	

	<p>e) Bidders are requested to submit their best competitive prices at the first instant itself and no revision of prices will be allowed after the tenders are opened.</p> <p>f) For the evaluation purposes, exchange rate (TT selling rate of SBI) as on schedule date of tender opening (Part I, i.e. technical bid, in case of two part bid) shall be considered.</p> <p>g) BHEL will consider the ranking after the loading is applied wherever deviations are observed.</p> <p>h) BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.</p> <p>i) In the event of our customer order covering this tender being cancelled / placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender / your purchase order at any stage of execution.</p> <p>j) Offer will be evaluated based on Landed cost to BHEL- Trichy.</p> <p>k) Vendor should physically weigh the materials before stuffing them into container and incorporate the same in BL and packing slip.</p> <p>l) Offers for partial quantities of a given item are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.</p> <p>m) No payment will be made for the excess quantity.</p> <p>n) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry.</p> <p>o) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for registration / evaluation of the bid etc.</p> <p>p) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above.</p> <p>q) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.</p> <p>r) In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.</p> <p>s) Foreign suppliers has to submit the Non-Negotiable Document to bank/directly to BHEL as per the relevant payment term, well before the shipment reaches the port or else the demurrage and detention charges due to the delay in submission by supplier will be deducted from suppliers invoice.</p> <p>t) 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.</p> <p>u) This Tender is hosted in EPS portal &amp; offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date &amp; time of the enquiry through <b>NIC</b> (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) only. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.</p> <p>For any clarification you can contact to <a href="mailto:rmega@bhel.in">rmega@bhel.in</a>. Contact no. <b>0431 2575458</b>.</p>	
24	<p><b>Fraud Prevention Policy</b></p> <p>"The bidder along with its associate/collaborators/sub-contractors /consultants/service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice."</p>	

25	<p><b><u>Suspension of Business Dealings with Suppliers/Contractors:</u></b></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p><b>Integrity commitment, performance of the contract and punitive action thereof:</b></p> <p><b>Commitment by BHEL</b></p> <p>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.</p> <p><b>Commitment by Bidder/ Supplier/ Contractor</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.</li> </ul> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in any act, including but not limited to, 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 tampers the tendering process 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 or does anything which is actionable under the Guidelines for suspension of business dealing, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www. bhel.com</a> and/or under applicable legal provisions. Guidelines for suspension of business dealings_is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>	
26	<p><b><u>Cartel Formation:</u></b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	
27	<p><b><u>Resolution of Disputes:</u></b></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p><b><u>Notes:</u></b></p> <ol style="list-style-type: none"> <li>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</li> <li>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</li> </ol> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions.</p> <p>The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions.</p>	

	<p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration &amp; Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>The seat of arbitration shall be Trichy, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p><b><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts <i>inter se</i> and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.</p>	
28	<p><b><u>In the event of Force Majeure:</u></b></p> <ol style="list-style-type: none"> <li>a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</li> <li>b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</li> <li>c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</li> <li>d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</li> </ol>	
29	<p><b><u>Execution of the order:</u></b></p> <ol style="list-style-type: none"> <li>a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s.</li> <li>b. If the inspection fails, the vendor shall offer the material again as per ordered terms and specifications for further inspection.</li> <li>c. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.</li> <li>d. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.</li> <li>e. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.</li> </ol>	
30	<p><b><u>Evaluation of offer:</u></b></p> <ol style="list-style-type: none"> <li>a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.</li> </ol>	

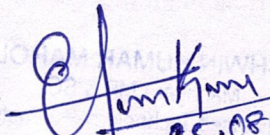
	<p>b. Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.</p> <p>c. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order.</p> <p>d. In case of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. 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.</p> <p>e. In the event of any change in scope / quantity arising out of the discussions, offerer would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.</p>	
31	<p><b><u>Set-off Clause:</u></b> BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.</p>	
32	<p><b><u>Caution:</u></b></p> <p>a) The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</p> <p>b) The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.</p>	
33	<p><b><u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u></b> (Subject to participating MSE vendors meeting the tender requirements of BHEL)</p> <p>a. As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration no along with Udyam registration certificate.</p> <p>b. 25% of the tendered quantity is earmarked for MSE suppliers in this tender, subject to participating MSE Vendors should meet the tender requirements of BHEL. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE vendor within the "L1+15% price band", the supply shall be shared proportionately.</p> <p>c. In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier.</p> <p>d. Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%.</p> <p>e. Payment to MSE vendor will be as per the applicable provisions of the MSME Act 2006.</p> <p>f. If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.</p>	

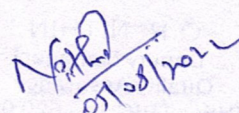
	<p>g. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. Apart from this 3% shall be earmarked for procurement from MSE owned by Women entrepreneurs.</p> <p>h. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.</p> <p>i. MSE suppliers can avail the intended benefits by submission of documents as per the latest notification of Ministry of Micro, Small and Medium Enterprises. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.</p>	
34	<p><b><u>Preference to Make in India:</u></b></p> <p>For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier /Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT.</p>	
35	<p><b><u>Restrictions for Procurement from a country sharing its land border with India</u></b></p> <p>For this procurement, Public procurement order dated 23.07.2020 regarding restrictions under rule 144 (xi) of general financial rules 2017 and clarification dt 08.02.2021 from DoE is applicable. In case of subsequent Orders issued, the same shall be applicable even if issued after issue of this NIT.</p>	
36	<p><b><u>Enclosures:</u></b></p> <ul style="list-style-type: none"> <li>a) Enquiry</li> <li>b) TDCAT:6 Rev00</li> <li>c) QP format</li> <li>d) Special Condition Annexure A &amp; B</li> <li>e) Non-Disclosure Agreement</li> <li>f) Annexure-C (Vendor details)</li> <li>g) Agency agreement requirement</li> </ul>	
<p><b>MEGAN</b> <b>ATHAN R</b> (On behalf of BHEL)</p> <p>Digitally signed by MEGANATHAN R Date: 2022.08.27 15:58:15 +05'30'</p>		<p><b><u>SIGNED BY MANUFACTURER / MILL</u></b></p> <p>Name of the mill / Principal:</p> <p>Signature: (Affix Seal)</p> <p>(All conditions were read &amp; clearly understood and agreed in totality with the mentioned deviations only)</p>

**SPECIAL CONDITION ANNEXURE – A**

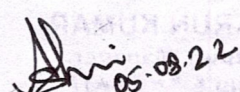
**PR No.: 131980991**

1. The indented items are required for NPCIL / Fleet & GHAVP, 700MWe Steam Generator Project.
2. Two-part bid, open tender to be floated.
3. End Use and End User Certificates will not be provided by BHEL.
4. Supply of Seamless steel pipe as per SA333 Gr.6 and technical specification TDCAT:6 Rev.00. Supplier to confirm.
5. Supplier to give clause by clause confirmation for all clauses mentioned in TDCAT:6 Rev. 00. Deviations shall be mentioned in the offer itself.
6. **For offer acceptance**, Suppliers should have the capability and experience to produce the Indented Seamless steel pipe as per quality standards.
7. **As a documentary proof of supplier's experience** in manufacturing the Seamless steel pipe/ Tube, supplier shall submit the unpriced P.O., Signed Test Certificates (Signed or accepted by Customer/TPI) and Shipping release document/ supply invoice copy/bill of lading/delivery challan with specifications and details of customer along with the offer.
8. Offers received will be evaluated by BHEL and NPCIL. Final acceptance of the offers will be based on NPCIL recommendation.
9. Supplier shall submit their QA Manual/Quality Manual in line with ISO 9001 (Latest version) for review and acceptance by BHEL
10. Due to stringent quality requirements, offers from traders/dealers/stockist/distributors shall not be considered for evaluation.
11. If there is an any constraint with respect to supply of pipe length as per PR, supplier may supply in multiples of specified length i.e. 10M instead of 5M, keeping the total length requirement as mentioned in PR line item.
12. Supplier has to submit the following Quality documents for review and approval from BHEL and NPCIL.
  - Quality Assurance Plan(QAP) in line with attached sample QAP format.
  - Manufacturing Process Plan(MPP) & associated procedures like Heat Treatment Plan (HTP) etc.
  - Material Sampling and Testing Plan(MSTP)
  - NDE Procedures and Technique sheets & Report Formats

  
Engineering  
05.08.2022

  
Quality Assurance

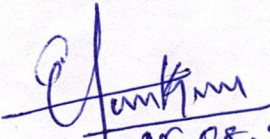
O.R. NITHIN  
Deputy Manager  
Quality Assurance  
BHEL, TRICHY - 620 014

  
Materials Planning  
(ASHWIN KUMAR M)  
MANAGER / ATP(M)  
Page 1 | 2

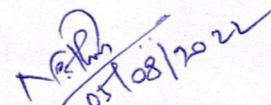
**SPECIAL CONDITION ANNEXURE – A**

**PR No.: 131980991**

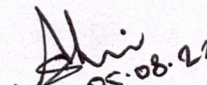
13. The actual production of material is permitted only after approval of all documents required for manufacturing / inspection / testing activities by BHEL and NPCIL.
14. Inspection agency for imports are BHEL & “NPCIL or NPCIL appointed third party inspection (TPI) agency”. Inspection agency for indigenous supply are BHEL and NPCIL.
- Following Critical stages (& quantum) having BHEL & NPCIL inspections shall be identified in the QAP:
- Witness of Heat Treatment (100%)
  - Identification of Test Coupons (1/Melt/HT Batch/Size)
  - Witness of Mechanical, Metallurgical & Chemical tests (1/Melt/HT Batch/Size)
  - Witness of Non Destructive Test (100%)
  - Witness of Hydro test (100%)
  - Witness of Final Visual & Dimensional Checks (100%)
15. Chemical and mechanical tests shall be carried out in In-house labs or Labs meeting the requirements as per National/International standards like ISO 9001/ ISO/IEC 17025 etc. or Government approved labs.
16. Supplier shall submit Test Certificates of finished materials for our review. Dispatch clearance will be given after acceptance of Test Certificates by BHEL & NPCIL.
17. Supplier to submit his technical and commercial bid conforming to the above points as given in this annexure.
18. Documentation: Three sets of documents containing (i.) Test Certificates and respective test reports including Chemical, Mechanical, Metallurgical, Visual, Dimensional Inspection Tests, NDE Reports etc & Heat Treatment Chart (ii.) copies of the approved quality documents and test procedure, (iii.) design change requisitions (if any) and (iv.) Drawing etc. to be provided along with the supply of items.

  
05.08.2022  
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Deputy Manager  
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05/08/2022  
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05.08.22  
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**ASHWIN KUMAR MAROLI**  
Manager - MP & SC  
Advanced Technology Products  
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## SPECIAL CONDITION ANNEXURE - B

### Requirements of Financial Soundness:

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

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

\*\*\*\*\*

**ASHWIN**  
**KUMAR**  
**MAROLI**

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

## SAMPLE FORMAT OF QAP

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

**QAP REVISION CONTROL SHEET**

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



### GENERAL NOTES

1. Heat treatment shall be carried out in calibrated furnaces only.
2. Calibrated instruments shall be used during inspection, examination and testing.
3. NPCIL approved chemicals shall only be used for liquid penetrant examination.
4. Non-destructive examinations & evaluation shall be carried out by personnel qualified to minimum Level-II of ISNT or ASNT
5. After completion of each stage, all concerned persons shall sign the QAP against each stage inspection. The original QAP shall be kept with vendor till the final stage is completed and signed by all concerned. This document shall also be one of the basis for issuing the Shipping Release. The final signed QAP shall be part of History Docket.



### Specification for Seamless SA333Gr6 Pipes for Structural Applications

(W.O: D157 - D160 :700MWe SG)

NPCIL Project: GHAVP-1&2

(NPCIL PO No: CMM/FTP/10-33-1-1158/e-PO/22549 dated 08/03/2018)

Rev No	Date	Prepared	Reviewed		Approved
		QA	QA	Engg. & MP/ATP	QA
00	25.09.2020	 Nithin.O.R 25/09/2020	 S.Lakshmi 25/9/20	 R. Ananthakrishnan 28/09/20	 JV Aruna Kumar 30/09/2020

Rev 00: First Issue

न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड Nuclear Power Corporation of India Limited		
<input checked="" type="checkbox"/> अनुमोदित / APPROVED <input type="checkbox"/> टिप्पणी के अनुसार अनुमोदित / APPROVED AS NOTED <input type="checkbox"/> सेविरचन को आगे बढ़ाएं / सेकें / PROCEED WITH/HOLD FABRICATION <input type="checkbox"/> अंतिम ट्रांसपेरेंसी एवं प्रतियों भेजें / SEND FINAL TRANSPARENCIES & PRINTS <input type="checkbox"/> संशोधन करें एवं अनुमोदन के लिए पुनः प्रस्तुत करें REVISE & RESUBMIT FOR APPROVAL		
जाँचकर्ता / CHECKED BY	समीक्षकर्ता / REVIEWED BY	अनुमोदन कर्ता / APPROVED BY
 15/10/20	 15/10/2020	 19/10/20
किए जानेवाले कार्य का अनुमोदन आपूर्तिकर्ता संविदाकार को विनिर्देशनों के अनुसार आपूर्ति करने के उत्तरदायित्व से मुक्त नहीं करता है। (R.V.K.) This approval of the work to be done does not relieve the supplier of the responsibility of supply according to specifications.		



### 1.0 MATERIAL

All codes, standards, specifications, etc referred in this TDC shall be of latest revision as on the date of Enquiry/Purchase Order, whichever is earlier, unless specified otherwise.

Material Specification : ASME Sec IIA- SA333Gr6 (Seamless Pipe)

Additional Requirements: As listed below (Supplementary to the above material specifications)

Size and Quantity : As per Purchase Order (PO)

### 2.0 CHEMICAL COMPOSITION & PROCESS

a) All pipes shall be of Fully Killed steel.

b) Material shall be melted to fine grain melting practice & Vacuum Degassed. The grain size shall be of  $\geq 5$  at 100X magnification

### 3.0 SUPPLY CONDITION (DELIVERY CONDITION):

Pipes shall be supplied in Normalized Condition.

### 4.0 MECHANICAL TEST:

Extent of Test: 1/each size/Heat/HTB. All mandatory mechanical tests as per material specification. Additionally, Impact test shall be carried out at 0°C as per ASME Sec –III NF:2300

### 5.0 NON DESTRUCTIVE TEST

5.1 Ultrasonic Examination of each Pipe shall be performed in the final size (Outer Diameter & Thickness) and Heat treatment condition.

5.2 For Pipes of all sizes, Sensitivity & Acceptance (Reference Notch Size) shall be as per ASTM E213.

5.3 Other general & reporting requirements as per ASTM E-213 & Article-5 ASME Section V.

### 6.0 DIMENSIONAL CHECKS

All dimensions shall be as per P.O & Tolerances shall be as per as per ASME Sec IIA-SA 999.

### 7.0 REPAIRS AND FINISH

Inside and outside surfaces shall be free from scales and defects like seams, folds, cracks, pitting etc. Repair by welding is prohibited. Surface defects can be removed mechanically, ensuring smooth curved surface and maintaining specified minimum thickness without affecting the workmanship finish.

### 8.0 MARKING

All mandatory marking shall be done as per material specification.

Specification, grade, Melt number, Size, SI No, Schedule Number, "LT0", forming Route (eg: Hot finished, cold drawn, seamless etc), Maker's emblem/code are to be stamped with round edged stamp on each pipe at 100 mm from an end.

### 9.0 DOCUMENTATION

#### 9.1 Reports

Certification shall be as per ASME Sec IIA- SA999 and Test certificate shall contain following also.

a) Chemical analysis (Ladle and Product analysis)

b) Mechanical tests including impact values

c) Non-destructive examination report.

d) Supply condition.

e) Visual and dimensional inspection report.

### 10.0 PACKING AND SHIPMENT

Before shipment, suitable easily removable rust preventive coating shall be applied on the entire surface of the product.

N.R.  
25/09/2020