

SPECIAL CONDITION ANNEXURE – A

PR No.: 135934543

1. The indented items are required for NPCIL GHAVP & Fleet 700MWe SG Project.
2. Two-part bid, open tender to be floated.
3. End Use and End User Certificates will not be provided by BHEL/NPCIL.
4. Supply of rods of material specification: 24CrMo5 shall be according to technical specification TDCAT: 12A. Supplier to confirm.
5. Supplier to give clause by clause confirmation for all clauses mentioned in TDCAT: 12A. Deviations (if any) shall be mentioned in the offer itself.
6. **For offer acceptance**, Suppliers should have the capability and experience to produce the alloy steel rods as per relevant material specification. Also, Supplier should have supplied the alloy steel rods for nuclear application / Nuclear Power Corporation of India Limited.
7. **As a documentary proof of supplier's experience** in manufacturing the alloy steel rods, the 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. Supplier shall submit their QA Manual/Quality Manual in line with ISO 9001 (Latest version) for review and acceptance by BHEL.
9. Due to stringent quality requirements, offers from traders / dealers / stockist / distributors shall not be considered for evaluation.
10. Offers received will be evaluated by BHEL and NPCIL. Final acceptance of the offers will be based on NPCIL recommendation.
11. Supplier has to submit the following Quality documents for review and approval from BHEL and NPCIL after awarding the contract.
 - Quality Assurance Plan(QAP) in line with attached sample QAP format
 - Manufacturing Process Plan(MPP) & Heat Treatment Plan (HT Plan)
 - Material Sampling and Testing Plan(MSTP)
 - NDE Procedures and Technique sheets & Report Formats
12. The actual production of material is permitted only after approval of all documents required for manufacturing / inspection / testing activities by BHEL and NPCIL. All the inspection stages as per approved QAP shall be strictly followed during manufacturing.
13. Inspection agency for imports are BHEL & "NPCIL or NPCIL appointed third party inspection (TPI) agency". Inspection agency for indigenous supply are BHEL and NPCIL. Inspection stages for Hold/Witness will be identified in the approved QAP.

Nikhil
20/08/2024
(Nithin K. Krishnan)

N. Srinivasan
20/08/2024

Dr. Jyo
(Jyo Johnson)
20/08/2024
Page 1 | 2

SPECIAL CONDITION ANNEXURE – A

PR No.: 135934543

14. Chemical and mechanical tests shall be carried out in In-house labs or Labs meeting the requirements as per National/International standards like ISO 9001/ ISO/IEC 17025 etc. or NABL/Government approved labs.
15. Supplier shall submit Test Certificates of final product for review by BHEL & NPCIL. Dispatch clearance will be given after acceptance of Test Certificates by BHEL & NPCIL.
16. Documentation: The supplier shall be responsible for preparation and issue of all certificates, documents and reports which shall be certified by “BHEL” & “NPCIL/TPI”. Such certified final documents shall form part of history dockets and shall be supplied in bound volumes (3 copies) with proper identification. Final documentation shall also be submitted in soft form (pdf format) with proper indexing.
17. Supplier to submit his technical and commercial bid conforming to the above points as given in this annexure.

Nithin
20/08/2024

Engineering
[NITHIN-K-KRISHNAN]

M. Shyam
20/8/24

Quality Assurance
[M. SHYAM SUNDAR]

Jijo
20/8/24

Materials Planning
[JIJO JOHNSON].

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'



**Specification for 24CrMo5 Bars of D≤40 mm
(For Hexagonal Head Bolts of SA-25, SA-31 & SA-33
& Measuring Pin of SA-15)**

(W.O: D157 to D160 and D167 to D178)
NPCIL Project: GHAVP-1&2 and FLEET 700MWe SG
(NPCIL PO No: CMM/FTP/10-33-1-1158/e-PO/22549 dated 08/03/2018
and CMM/FTP/10-33-1-1197/e-PO/47497 dated 25/06/2021)

Rev No	Date	Prepared	Reviewed				Approved
		BHEL/QA	BHEL/Engg	BHEL/NDTL	BHEL/QA	BHEL/QA	BHEL/QA
00	25-05-2024	Nithin. O.R	Arun Kumar. E	S Jagadeesh	M Shyam Sundar		V Deepesh
01	21-08-2024	Nithin. O.R	Arun Kumar. E	Dilip Kumar Singh	M Shyam Sundar		V Deepesh
02	27-09-2024	 Nithin. O.R	 Arun Kumar. E	 Dilip Kumar Singh	 M Shyam Sundar		 Deepesh


Rev 00: First Issue

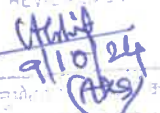
Rev 01: Clause 3, 4.3, 4.4, 6.1 & 6.2 modified based on NPCIL Comments. TDC name modified as 12A.

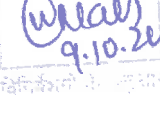
Rev 02: Clause 6.1 & 6.2 modified (in italics) based on comments in Rev 01.

न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LTD.

☒ अनुमोदित / APPROVED
☐ डिजाइन के अनुसार अनुमोदित / APPROVED AS NOTED
☐ संशोधन को आगे बढ़ाए / राके ।
PROCEED WITH / HOLD FABRICATION
☐ अंतिम दस्तावेजों एवं प्रतियों भेजें ।
SEND FINAL TRANSPARENCIES & PRINTS
☐ त्रुटि सुधार करके पुनः अनुमोदन के लिए प्रेषित करें ।
REVISE AND RESUBMIT FOR APPROVAL

जांचकर्ता
CHECKED BY

3.10.24

समीक्षकर्ता
REVIEWED BY

9.10.24

अनुमोदन
APPROVED BY

9.10.24

यह अनुमोदन केवल केवल के अनुमोदन के लिए है।
अनुमोदन के उपरान्त उपरान्त से मुक्त है।
The Approval of the work is the same does not release the supplier of
responsibility of supply according to specifications.



1. GENERAL

1.1 This specification establishes the requirements for material, manufacture, inspection, examination, testing and supply of 24CrMo5 bars of material designation no: 1.7258 according to DIN 17240:1976-07. The requirements stated herein are additional technical requirements over DIN 17240: 1976-07.

1.2 All other applicable standards shall be as per latest edition during the time of procurement (unless specified in this specification). All ASME references shall be as per 2017 Edition. In case of conflict between the codes / standards listed with the requirements of this specification, the requirements which are more stringent shall govern.

1.3 Steel Melting

The steel shall be melted in an electric arc furnace, vacuum degassed and shall be fully killed.

1.4 This specification is applicable for bars of diameter ≤ 40 mm and shall be used for manufacture of Hexagonal head bolt M16x2 in SA-25, SA-31 & SA-33 and measuring pin in SA-15 of SG.

2. SUPPLY CONDITION

Material shall be supplied in Quenched and Tempered delivery condition. Quenching at 900 to 950 deg c (Soaking time, R.O.H: Supplier internal practice) and cooling with oil/water, tempering at 650 to 710 deg c (Min 2 hrs soaking time, R.O.H: Supplier internal practice). Cooling with air. Supplier to indicate the Heat treatment details in the form of tentative HT plan along with their bid submission.

3. CHEMICAL COMPOSITION

Ladle analysis for each melt and product analysis for each bar from both ends shall be done. The chemical composition of material shall comply with the provisions of 24CrMo5 of DIN 17240:1976-07.

Chemical composition - Ladle (% by mass)							
	C	Si	Mn	P Max.	S Max.	Cr	Mo
	0.20 to 0.28	0.15 to 0.35	0.50 to 0.80	0.030	0.035	0.90 to 1.20	0.20 to 0.35

Specimen Location	Chemical composition - Product (% by mass)						
Both ends of each bar. (Face of bar)	C	Si	Mn	P	S	Cr	Mo
	0.18 to 0.30	0.10 to 0.40	0.46 to 0.84	0.025 to 0.035	0.030 to 0.040	0.85 to 1.25	0.16 to 0.39



1. GENERAL

1.1 This specification establishes the requirements for material, manufacture, inspection, examination, testing and supply of 24CrMo5 bars of material designation no: 1.7258 according to DIN 17240:1976-07. The requirements stated herein are additional technical requirements over DIN 17240: 1976-07.

1.2 All other applicable standards shall be as per latest edition during the time of procurement (unless specified in this specification). All ASME references shall be as per 2017 Edition. In case of conflict between the codes / standards listed with the requirements of this specification, the requirements which are more stringent shall govern.

1.3 Steel Melting

The steel shall be melted in an electric arc furnace, vacuum degassed and shall be fully killed.

1.4 This specification is applicable for bars of diameter ≤ 40 mm and shall be used for manufacture of Hexagonal head bolt M16x2 in SA-25, SA-31 & SA-33 and measuring pin in SA-15 of SG.

2. SUPPLY CONDITION

Material shall be supplied in Quenched and Tempered delivery condition. Quenching at 900 to 950 deg c (Soaking time, R.O.H: Supplier internal practice) and cooling with oil/water, tempering at 650 to 710 deg c (Min 2 hrs soaking time, R.O.H: Supplier internal practice). Cooling with air. Supplier to indicate the Heat treatment details in the form of tentative HT plan along with their bid submission.

3. CHEMICAL COMPOSITION

Ladle analysis for each melt and product analysis for each bar from both ends shall be done. The chemical composition of material shall comply with the provisions of 24CrMo5 of DIN 17240:1976-07.

	<u>Chemical composition - Ladle (% by mass)</u>						
	C	Si	Mn	P Max.	S Max.	Cr	Mo
	0.20 to 0.28	0.15 to 0.35	0.50 to 0.80	0.030	0.035	0.90 to 1.20	0.20 to 0.35

Specimen Location	<u>Chemical composition - Product (% by mass)</u>						
Both ends of each bar. (Face of bar)	C	Si	Mn	P	S	Cr	Mo
	0.18 to 0.30	0.10 to 0.40	0.46 to 0.84	0.025 to 0.035	0.030 to 0.040	0.85 to 1.25	0.16 to 0.39




4. MECHANICAL AND METALLURGICAL TESTS

All the mechanical requirements stipulated herein are minimum requirements and shall apply to the condition after the final heat-treatment. In case acceptance standards of any mechanical properties are not specified in respective standards, they shall be reported in test certificates. Test coupons shall be taken from the hardest and softest bars of each melt and each heat treatment batch.


4.1 Tensile Test (Methods: EN ISO 6892-1 & EN ISO 6892-2)

At each sampling position two tensile test specimens shall be taken, one each for tests at room temperature and at +350°C.

Specimen Location for $d \leq 40$	Tensile properties at Room Temperature for delivery conditions normally applied as final heat treatment (+QT Condition)				Minimum 0.2%-Proof strength ($R_{p0.2}$) in MPa at a temperature of 350 °C
	Proof Strength ($R_{p0.2}$) MPa min.	Tensile Strength (R_m) MPa	Elongation after fracture (A) % min.	Reduction in area (Z) % min.	Proof Strength ($R_{p0.2}$) MPa min.
	440	600 to 750	18	60	333

4.2 Impact Test

Impact test shall be carried out in accordance with ASTM – A370. At each sampling position one set of three impact specimens shall be taken at +18°C.

Specimen Location for $d \leq 40$	Minimum impact energy KV in J (ISO-V test pieces) at a temperature of 18 °C in longitudinal direction			
	Heat treatment condition	Lateral Expansion (mm) min.	Impact energy (KV) J min.	Shear Fracture
	+QT	0.65	118	To be reported

4.3 Hardness Test (Method: EN ISO 6506-1)

Hardness shall be measured on both the ends of each bar after final heat treatment as per DIN 17240:1976-07. The values shall be reported for information. Test coupons shall be taken from the hardest and softest bars of each melt and each heat treatment batch.



4.4 Microstructure Examination

- 4.4.1 Grain size shall be determined as per ASTM-E112 at X 100 magnification on impact tested specimen at each sampling position and reported in test certificate for information.
- 4.4.2 Microstructure shall be examined at X 200 magnification on impact tested specimen at each sampling position and reported in the form of a photograph in test certificate for information.

- 4.5 Guide information for properties as per Clause 7.3.2, 7.3.3, 7.4.1 & Table 6,7,9 and 10 of DIN 17240 are only for guidance and hence not required to be tested or reported.

5. TEST SPECIMEN LOCATION AND ORIENTATION

- 5.1 Test specimen shall have their axes in the direction of longitudinal axis of the bar. For impact specimen, the axis of the notch will be normal to the cylindrical surface.
- 5.2 For bars of lengths 4 meters and above (in the tempered condition) testing shall be carried out at both ends.
- 5.3 Sampling depth shall be at least $D/2$ in axial direction, $D/2$ in radial direction from the external tempered surface.
Where D = Diameter of bar at the time of final heat treatment
As per DIN 17240:1976-07
Test specimen removal and all tests shall be carried out after final tempering treatment.
- 5.4 Specimen for product analysis shall be taken from both the ends of each bar.

6. NON-DESTRUCTIVE EXAMINATION

Non-destructive examination shall be performed with a detailed written qualified (for all essential variables of ASME Section-V) procedure, which shall, as a minimum contain & meet the requirements of this specification, PC-M-965, SA388, & ASME Section-V. Item specific procedure, scan plan/technique sheets/instruction sheets, demonstration records (for all essential variables), reporting format, equipment calibration, personnel qualification/certification details, consumable details, extent of coverage, drawing & dimensional records of the reference/calibration/specimens/standards, retention & control of standard specimen/blocks shall be the mentioned in the procedure. A detailed report of the examinations shall be made including the minimum details as mentioned in T-190/590/T-690/T-790 of Article 1/5/6/7 of ASME Section V. Other general requirements shall be as per ASME Section V. A sample report format in line with the above requirement shall be attached with the procedure for review & approval.

NDE Personnel shall be qualified as per recommended practice of SNT-TC-1A-2016 (or equivalent guideline) & ASME Sec III NF. Level II has to perform the examination and Level III has to approve the procedure/technique sheet etc. and settle the inspection issues (if any). NDE qualified persons shall be available to perform NDE, clear the doubt and stages of the inspection.

Before application of the procedure, the supplier shall demonstrate that the procedure strictly confirms to the laid down requirements in the preceding paragraphs.

All bars/components shall be subjected to a thorough visual examination prior to NDE (UT/MT/PT), to ensure that the surface conditions are adequate enough for conducting test & evaluating the indications. At NDE stage, surface finish shall meet the drawing requirements & approved procedure. All bars/components shall have unique identification number for identification, traceability & documentation.



6.1 **Ultrasonic Examination:**

Ultrasonic examination with the 100% volume coverage shall be carried out as per approved written procedure on all bars after final heat treatment *and final machining*.

In case of manual contact technique, UT shall be performed using a contoured wedge matching to component curvature (refer *clause T 432.2 of Article-4 ASME section V for the wedge/shoe contour related details otherwise exact matching wedge/shoe with the scanning surface of the component shall be used*), to ensure sufficient ultrasonic coupling is achieved and to limit any potential rocking of the search unit as it is moved along the circumference of the component.

Ultrasonic Examination of bars/components must be performed from both frontal faces and from the cylindrical surface with suitable normal beam probes (with suitable shoe/wedges matching to contour of bars/components).

If evaluation by normal beam probes on the frontal faces are not feasible, the bars shall be examined from the cylindrical surface in to and fro directions by 45-degree angle beam.

Reference Reflector for sensitivity calibration: For D (smaller of Dia. of bars or applicable components) ≤ 40 mm, CRR:2mm, Where CRR= Circular Reference Reflector.

When choosing the ultrasonic testing (UT) system, the supplier shall indicate the following details as part of the UT Procedure:

Probes, shoe/wedge, equipment, couplant, and other accessories, ensure that it achieves the desired Signal-to-Noise Ratio (SNR) minimum 3:1 while maintaining the required sensitivity of 2mm CRR for the entire volume of the component/bars.

The acceptance standards for ultrasonic examination for bars shall be as

follows: Local indications having amplitude less than CRR 2mm is acceptable.

Indications with linear characters are not acceptable. Also accumulation of defect indications in close vicinity is not acceptable. Bars/components shall also meet the requirements of SA388.

6.2 **Magnetic Particle Examination:**

Each bar/component after heat treatment and final machining shall be examined by magnetic particle method (MT) in accordance this specification. The extent of examination shall be 100%. Demagnetization to a residual magnetism <2 oersted is required after test.

When choosing the Magnetic particle method, the supplier shall indicate the following details as part of the MT Procedure:

Direction of Magnetization: At least two separate examinations shall be performed on each area. During the second examination, the lines of magnetic flux shall be approximately perpendicular to those used during the first examination. A different technique for magnetization may be used for the second examination.

Magnetization shall be done by direct or half wave rectified current. Central conductor/Coil magnetization/Head shot technique shall be used. Current value shall be determined as per ASME Section V.



A technique sketch shall be prepared for each different geometry examined, showing the part geometry, cable arrangement and connections, magnetizing current for each circuit, and the areas of examination where adequate field strengths are obtained. Parts with repetitive geometries, but different dimensions, may be examined using a single sketch provided that the magnetic field strength is adequate when demonstrated in accordance with T-756.2 ASME Section V.

In case of the threaded portion/region (if any) or end face of the component, when Magnetic Particle Examination does not yield meaningful results or practically not feasible then, for that region/portion of the component LPE (Liquid Penetrant Examination) in accordance with ASME Section III shall be carried out as per approved written procedure in line with ASME Section V.

All the consumables used for Magnetic particle or Liquid Penetrant examination shall not have the Sulphur & halogen content more than 25 PPM. Liquid penetrant materials shall be used from the NPCIL approved brand list.

Acceptance Criteria:

All surfaces to be examined shall be free of:

- a) relevant linear non-axial indications
- b) relevant linear axial indications
 - b.1. linear axial indication greater than 1.5 mm long for material less than 16 mm thick greater than 3 mm long for material from 16 mm thick to under 50 mm thick. 5mm long for material greater than 50 mm thick.
- c) Rounded indications with dimensions greater than 3 mm for thicknesses less than 16 mm and greater than 5 mm for thicknesses 16 mm and greater.
- d) ten or more relevant indications in any 4000 mm² of area whose major dimension is no more than 150 mm with the dimensions taken in the most unfavorable location relative to the indications being evaluated.
- e) four or more relevant rounded indications in a line separated by 1,5 mm or less, edge to edge.
- f) any linear non axial indications shall be considered unacceptable.

7. DIMENSIONAL CHECK

7.1 Each bar shall be visually examined before stamping for acceptance and checked for dimensional requirements.

7.2 The supply condition tolerances shall be as per DIN EN 10060: 2004-02.

8. REPAIRS

No repairs are permitted. All non-conformities shall be reported to the purchaser or his Authorized inspecting authority before carrying out remedial measures, if any.

9. DOCUMENTATION

9.1 Procedure and Plans

The following procedure and plans shall be submitted to the purchaser for review and approval in two copies each before start of manufacturing. No manufacturing activity shall start unless written approval of related documents is obtained.

- a) Manufacturing plan, indicating the sequence of operations and testing.
- b) Heat- treatment plan.
- c) Material testing and sampling plans with sketches showing various specimens.
- d) Non- destructive examination procedure.
- e) Quality assurance plan indicating the witness and hold points.



9.2 Reports

The following reports shall be submitted to the purchaser in one (1) copy each immediately after completion of tests / inspection. The reports shall be submitted in bound volume. One set of test reports / certificates shall be dispatched along with the material for each unit.

- a) Chemical analysis- Ladle and product.
- b) Mechanical test report.
- c) Nondestructive examination report.
- d) Heat Treatment details (Heat treatment charts shall be sent after completion of the contract)
- e) Visual and dimensional inspection report.
- f) Grain size report with micrographs for microstructure.
- g) Hardness survey report.

10. QUALITY SURVEILLANCE

The material covered in this specification shall be subjected to quality surveillance by the purchaser or his authorized inspection agency during manufacturing. The test specimen shall be taken only after they are identified and stamped by the purchaser or his authorized inspection agency. The purchaser and/ or his authorized inspecting authority shall have entry at all times while work on the contract of the purchaser is being performed, to all parts of the manufacturer's works that concern the manufacturing of the material ordered. The manufacture shall afford the purchaser and/ or his authorized inspecting authority all reasonable facilities to satisfy him that the material is being manufactured in accordance with the specification.

The purchaser or his 'Authorized inspection Agency' will witness the tests at various stages as indicated below. The stages shall be clearly identified in the manufacturing plan/ procedure to be submitted by the supplier in the required format. The supplier shall notify the inspection agency and the purchaser at least a fortnight before the commencement of each stage of testing.

- a) Heat Treatment
- b) Ultrasonic examination
- c) Magnetic particle examination
- d) Test coupon location and Mechanical tests
- e) Final visual examination and marking
- f) Cleanliness before packing
- g) Packing for shipment

11. MARKING, PACKING AND SHIPMENT

11.1 All the bars shall be marked with Heat no, SI No, Lot No, Manufacturer's Logo, Material designation, Inspector stamp.

11.2 Before shipment, suitable easily removable rust preventive coating shall be applied to ensure sea-worthiness.

11.3 The bars shall be packed in boxes according to uniform length and same heat treated lots. Each individual bar shall be completely covered by plastic sheets and shall be separated from each other by suitable intermediate inserts made of paper or wood. The boxes shall contain moisture absorbents to prevent any ingress of moisture. The packing shall have adequate supports and bracings capable to withstand transshipment and tropical storage for two years. Packing list shall be clearly indicated over the packages.

SAMPLE FORMAT OF QAP

P.O. NO: (MAIN CONTRACTOR/SUB-VENDOR AS APPLICABLE)				QUALITY ASSURANCE PLAN				QAP NO: NPCIL/PROJECT/USI/ITEM/SL. NO.							
				ITEM:				REV. NO. DATE:							
DATE:				SAFETY CLASS:		QS GRADE:									
PROJECT				NAME OF PACKAGE:				NPCIL QA REF. NO.:							
				PO NO : (NPCIL)											
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

Sample format of QAP

NPCIL		SUB VENDOR/SUB CONTRACTOR/ MANUFACTURERS NAME & ADDRESS		QUALITY ASSURANCE PLAN				PROJECT:											
				ITEM:															
				QAP No. REV. No.& DATE															
				NO. OF PAGES															
														NAME & SIGNATURE WITH DATE (REF NOTE NO-13)					
SR. NO.	COMPONENT / OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY				REMARKS						
									P	W	R	H		1	2	3	4		
1	2	3	4	5	6	7	8	9	10				11	12					
MANUFACTURER/ SUB-VENDOR		LEGEND:						SEAL & SIGNATURE OF MAIN / PACKAGE CONTRACT OR											
		A) AGENCY: 1: NPCIL 2 : PACKAGE /MAIN CONTRACTOR 3: MANUFACTURER / SUB-CONTRACTOR /SUB VENDOR. 4: NOMINATED INSPECTION AGENCY /APPROVED LAB. B) ACTIVITY: H: HOLD POINT, "P" PERFORMED BY, "W" WITNESSED BY AND "R" REVIEW BY AS APPROPRIATE MA – MAJOR, CR - CRITICAL																	
SEAL & SIGNATURE WITH 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.

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

ANNEXURE-D Rev 01
ENQ.No.1402400017

Dt.18-10-2024

Enquiry Terms & Conditions for 24CrMo5 Rods

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).

SI No	BHEL Requirements	Supplier Comments				
01	<p><u>Material specification:</u></p> <p>Supply of 24CrMo5 Rods shall be made strictly as per specification TDCAT 12A Rev 02 & Special Condition Annexure A as mentioned in the enquiry.</p>					
02	<p><u>Specification, Size & Quantity:</u></p> <p>a) All the 20NcrMo14.5 II rods are to be supplied fully meeting the TDCAT 12A Rev 02 & Special Condition Annexure A. If there is any deviation, the same should be mentioned clearly in the offer itself.</p> <p>b) Quantity of the 20NiCrMo14.5 II Rods shall be as per tendered quantity and it is not splittable.</p> <table><tr><td>Rod Dia 32 mm in 2m length – 800 nos Specification: 24CrMo5 TDCAT12A Rev 02</td><td>10109 kg</td></tr><tr><td>Rod Dia 20 mm in 2m length – 1000 nos Specification: 24CrMo5 TDCAT12A Rev 02</td><td>4936 kg</td></tr></table> <p>c) Inspection agency for Indigenous suppliers – BHEL & NPCIL.</p> <p>d) Point wise confirmation for Special Condition Annexure 1 (Pre-Qualification Criteria) and manufacturing facility details are to be mandatorily filled & signed by the bidder and to be uploaded in NIC portal (https://eprocurebhel.co.in) along with Technical Bid (Part 1 bid).</p> <p>e) Review, Witness and Hold Points</p> <p>Review – All relevant records pertaining to the process/ activity should be produced to BHEL & NPCIL, as the case may be, for verification.</p> <p>Witness – Witness points are critical steps in manufacturing and examination/ inspection / testing, where the supplier is obliged to notify BHEL & NPCIL, as the case may be, sufficiently in advance of the start of the operation / test so that the same could be witnessed. The supplier may proceed with the work past a witness point, provided BHEL / BHEL & NPCIL, as the case may be, had waived the same or notified to the supplier of the inability to attend it at the scheduled date / even at a later date. However, surprise visit could be made to verify such activity and retest may be demanded in case of any discrepancy. Parallel processing, notwithstanding the waiver of inspection for the current stage of manufacturing/ testing, is not permitted normally, however with written permission of BHEL / BHEL & NPCIL further processing/ activity could be done.</p> <p>Hold – BHEL & NPCIL witness & clearance is mandatory before proceeding with further activity. Under no circumstances further activities should proceed without formal clearance from BHEL & NPCIL for the current stage."</p>	Rod Dia 32 mm in 2m length – 800 nos Specification: 24CrMo5 TDCAT12A Rev 02	10109 kg	Rod Dia 20 mm in 2m length – 1000 nos Specification: 24CrMo5 TDCAT12A Rev 02	4936 kg	
Rod Dia 32 mm in 2m length – 800 nos Specification: 24CrMo5 TDCAT12A Rev 02	10109 kg					
Rod Dia 20 mm in 2m length – 1000 nos Specification: 24CrMo5 TDCAT12A Rev 02	4936 kg					

03	<p><u>Offer Submission:</u></p> <p>a) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only.</p> <p>b) Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the E-Procurement NIC PORTAL (https://eprocurebhel.co.in) ONLY.</p> <p>c) Scanned copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal.</p> <p>d) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, https://eprocurebhel.co.in http://www.bhel.com/tender/</p> <p>e) Acceptance of offer will be subject to existing customer approval.</p> <p>f) The quoted / finalized rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.</p>	
04	<p>Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements:</p> <p>Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (https://eprocurebhel.co.in). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.</p> <p>For foreign Principal</p> <p>In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage http://www.cca.gov.in/cca/.</p> <p>For Indian agent</p> <p>In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.</p>	
06	<p><u>Validity:</u></p> <p>The offers shall be kept open for acceptance for 90 days from the date of Part 1 bid opening. Once the tenders are submitted, rates cannot be changed on any grounds.</p>	
07	<p><u>Delivery:</u></p> <p>The offer shall clearly indicate delivery period in fixed number of weeks/Months for each lot from the date of approval of technical documents and manufacturing clearance.</p>	
08	<p><u>Goods and Service Tax (GST)</u></p> <p><u>Indigenous suppliers:</u></p> <ul style="list-style-type: none"> • Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST. • Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to 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. • All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). • Invoices will be processed only upon completion of statutory requirement and further subject to following: <ul style="list-style-type: none"> o Vendor declaring such invoice in Form GST ANX-1 o Receipt of Goods or Services and Tax invoice by BHEL • As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2). • In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note 	

	<p>(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.</p> <ul style="list-style-type: none"> • 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. 	
09	<p><u>Indigenous vendors – Terms of delivery:</u></p> <ul style="list-style-type: none"> • Bidders should submit their offer on FOR Destination -BHEL Stores, Trichy basis. The quote should be inclusive of all charges, including testing, packing & forwarding, inspection, Insurance etc. (Ex-Works offers will not be considered). • The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch. 	
10	<p><u>Acceptance of materials supplied:</u></p> <ol style="list-style-type: none"> a) The supply shall strictly as per the specifications in the tender /purchase order. b) Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items. c) The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e mail within 120 days' from the delivery of items or delivery of the required test certificates /other documents whichever is later. 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. e) In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days/months of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: http://www.bhel.com/vender_registration/vender.php. would be taken against such supplier. 	
11	<p><u>Payment terms:</u></p> <p><u>Indigenous:</u></p> <p>Payment for MSE vendors will be as per MSMED Act, 2006. For Micro & Small Enterprises vendors, BHEL Payment term is 100% direct EFT payment within 45 days from the date of Vehicle/Gate entry subject to acceptance of materials.</p> <p>For Medium Enterprises, BHEL Payment term is 100% direct EFT payment in 60 days from the date of Vehicle/Gate entry subject to acceptance of materials.</p> <p>For Non MSME vendors, BHEL Payment term is 100% direct EFT payment after 90 days from the date of Vehicle/Gate entry subject to acceptance of materials.</p> <p>Any deviation in the above payment term will attract loading as mentioned below: Marginal cost lending rate (MCLR) of SBI (as applicable on the date of bid opening, Techno commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of relaxation sought by bidders.</p>	

	<p><u>New Suppliers:</u></p> <p>For new suppliers not registered with BHEL, Trichy for the product, Payment shall be made 90 days after receipt and acceptance of materials.</p> <p><u>Offers with payment terms as Advance Payment & LC at Sight Shall be rejected.</u></p>	
12	<p><u>Liquidated Damage:</u></p> <ol style="list-style-type: none"> 1. Time is the essence of the contract. 2. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. 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. 4. LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value. 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). 6. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. <p><u>Indigenous:</u> For "FOR Delivery terms", Vehicle / Gate entry date will be taken for LD calculation</p>	
13	<p><u>Breach of contract, Remedies and Termination:</u></p> <p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <ol style="list-style-type: none"> I. from dues available in the form of Bills payable to defaulted supplier against the same contract. II. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit. III. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.</p>	
13	<p><u>Warranty:</u></p> <p>Supplier to accept warrantee against non-compliance to specification requirements for "18 months from the date of supply or 12 months form 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>	
14	<p><u>O&M Manual:</u></p> <p>Detailed O&M manuals shall be furnished. Three soft copies of O&M manuals in (CD ROM) compact disc to be submitted.</p>	
15	<p><u>Non-Disclosure Agreement(NDA)</u></p> <p>The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).</p>	
16	<p><u>Patent Right</u></p> <p>The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.</p>	

17	<p><u>Evaluation Criteria:</u></p> <p>The Evaluation Currency for this tender shall be "INR". The offers of vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation process is as detailed below:</p> <p><u>Indigenous:</u></p> <p>Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term & LD (C) – Applicable input tax credit (D)</p> <p>A. Indigenous vendors submit offers on Free on Road (FOR), Trichy in INR.</p> <p>B. GST and any other charges quoted by indigenous vendors will be added to the base price.</p> <p>C. Loading for payment terms & non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate.</p> <p>D. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost.</p> <p>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>	
18	<p><u>General condition:</u></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 materials. Dispatch clearance for material shall be given after acceptance of TC's by BHEL & NPCIL.</p> <p>c) Supplier has to submit Quality documents and related test procedures for BHEL and NPCIL approval within two weeks from the placement of Purchase Order.</p> <p>d) Delivery of 24CrMo5 Rods shall be as per the dates mentioned in the enquiry.</p> <p>e) For Indigenous supply, chemical composition and mechanical test are to be carried out in NABL accredited laboratory only.</p> <p>f) No revision of prices shall be allowed after the tenders are opened.</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 on total package basis only.</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) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.</p> <p>For any clarification you can contact to rmeqa@bhel.in, Contact no. 0431 2575458.</p>	
19	<p><u>Fraud Prevention Policy</u></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 http://www.bhel.com and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice."</p>	
20	<p><u>Suspension of Business Dealings with Suppliers/Contractors:</u></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 www.bhel.com.</p> <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 www. bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings_is available in the webpage: http://www.bhel.com/vender_registration/vender.php.</p>	
21	<p>Integrity commitment, performance of the contract and punitive action thereof:</p> <p>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.</p> <p>Commitment by Bidder/ Supplier/ Contractor</p> <ul style="list-style-type: none"> 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. 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. 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. 	
22	<p><u>Cartel Formation:</u></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>	

23	<p><u>Resolution of Disputes:</u></p> <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>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><u>Notes:</u></p> <ol style="list-style-type: none"> 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. 3. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions. 4. The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions. 5. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force . 6. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. 7. The seat of arbitration shall be Trichy, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. 8. The contract shall be governed, construed and interpreted in accordance with the laws of India. 9. Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this 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><u>In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</u></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts <i>inter se</i> and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS-10937 dtd. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.</p>	
24	<p><u>In the event of Force Majeure:</u></p> <ol style="list-style-type: none"> 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 	

	<p>not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.</p> <p>b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p>	
25	<p><u>Execution of the order:</u></p> <p>a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s.</p> <p>b. If the inspection fails, the vendor shall offer the material again as per ordered terms and specifications for further inspection.</p> <p>c. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.</p> <p>d. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.</p> <p>e. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.</p>	
26	<p><u>Set-off Clause:</u></p> <p>BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.</p>	
27	<p><u>Conflict of Interest Among Bidders/Agents:</u></p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a. they have controlling partner (s) in common; or</p> <p>b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c. they have the same legal representative/agent for purposes of this bid; or</p> <p>d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly. Assemblies from one bidding manufacturer in more than one bid; or</p> <p>f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; or <p>g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or</p> <p>h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business in the format provided as Annexure.</p>	

28	<p><u>Caution:</u></p> <p>a) The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</p> <p>b) The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.</p>	
29	<p><u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u> (Subject to participating MSE vendors meeting the tender requirements of BHEL)</p> <p>a) As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration certificate.</p> <p>b) 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>c) If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on. Finally, if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor.</p> <p>d) Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%.</p> <p>e) Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006.</p> <p>f) If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.</p> <p>g) 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>h) MSE suppliers can avail the intended benefits only if they submit along with the offer, Valid EM-II certificate along with CA certificate or valid NSIC certificate or UAM certificate along with attested copy of a CA certificate (Format enclosed as below) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.</p>	
30	<p><u>Preference to Make in India:</u></p> <p>For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier /Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT.</p>	

	The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a declaration/certificate in this regard as per Govt. of India guidelines for Public Procurement.	
31	<u>Restrictions for Procurement from a country sharing its land border with India</u> Orders issued by Govt. of India with respect to Restriction under Rule 144 (xi) of GFR on procurement from bidders representing countries sharing land border with India will be applicable for this tender. In case of subsequent orders issued by Govt. of India regarding procurement from bidders representing countries sharing land border, the same shall be applicable even if issued after issue of this NIT.	
32	<u>Enclosures:</u> a) TDCAT12A Rev 02 b) Pre-Qualification requirement (SCA A &B) c) Quality Plan format d) Local content certification e) NDA format	
<div style="display: flex; align-items: center;"> <div style="text-align: center;"> RAMASAMY MEGANATHAN (On behalf of BHEL) </div> <div style="margin-left: 20px;"> Digitally signed by RAMASAMY MEGANATHAN Date: 2024.10.18 11:12:28 +05'30' </div> </div>		<u>SIGNED BY MANUFACTURER / MILL</u> Name of Mill: Designation / Department: Seal & Signature