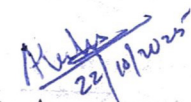


SPECIAL CONDITION ANNEXURE - A

PR No. 144965378

1. The indented items are required for NPCIL/ Fleet 700MWe Steam Generator Project.
2. Two-part bid. Open tender to be floated.
3. End Use and End User Certificates will not be provided.
4. Supply of carbon steel plate for structural application - ASME Sec III-NF Class-1 support, as per ASME Sec II A-SA516 Gr 70 and technical specification TDCAT:03 Rev.02 (Applicable for Fleet SG also). Supplier to confirm.
5. Supplier to give clause by clause confirmation for all clauses mentioned in TDCAT:03 Rev.02. Deviations shall be mentioned in the offer itself.
6. For offer acceptance suppliers should have the capability and experience to produce SA-515/SA-516 plate material. Supplier should have supplied SA-515/SA-516 plate material for nuclear application / Nuclear Power Corporation of India Limited / any Thermal Power station/ Industrial boiler application.
7. **As a documentary proof of supplier's experience** in manufacturing SA-515/SA-516 plate material, supplier shall submit the unpriced P.O., Signed Test Certificates (Signed by Customer/TPI)/ Shipping release document/ supply invoice copy with specifications and details of customer shall be submitted 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. Due to stringent quality requirements, offers from traders/dealers/distributors/stockist shall not be entertained and will not be considered for evaluation.
10. 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) & Heat Treatment Plan (HT Plan)
 - Material Sampling and Testing Plan(MSTP)
 - NDE Procedures and Technique sheets & Report Formats


22/10/25
Engineering
E. ARUN KUMAR
Manager / Engg / ATP
BHEL, TRICHY - 620 014



22/10/25
Quality Assurance
ABDUL GHANI M V
Deputy Manager / ~~OP & QA~~
~~Defence & Aerospace~~
BHEL, TRICHY - 620 014


22/10/25
Material Planning
K.S. SARATH BABU
Engineer
Matl. Planning / ATP
BHEL, TRICHY - 620 014.

SPECIAL CONDITION ANNEXURE – A

PR No. 144965378

11. The actual production of material is permitted only after approval of all documents required for manufacturing / inspection / testing activities by BHEL and NPCIL.
12. Supplier shall submit their QA Manual/Quality Manual in line with ISO 9001 (Latest version) for review and acceptance by BHEL
13. Inspection agency for imports are BHEL & “NPCIL or NPCIL appointed third party inspection (TPI) agency”. Inspection agency for indigenous supply are BHEL and NPCIL.
14. Chemical, Mechanical and Metallurgical tests shall be carried out in NPCIL approved Labs having NABL or ISO/IEC 17025 accreditation or Government approved labs.
15. Supplier's non-destructive examination (NDE) procedure to be submitted, it must be approved by a certified Level III personal.
16. Supplier should have in house furnace, controlling and recording instruments with valid NABL accreditation on the day of Heat Treatment.
17. Tolerance in total weight to the extent of + /- 5% is acceptable in order to meet specific requirement given in PR line item as the weight is based on theoretical calculations.
18. Supplier shall submit Test Certificates of finished materials for our review. Dispatch clearance will be given after acceptance of Test Certificates by BHEL & NPCIL.
19. Supplier to submit his technical and commercial bid conforming to the above points as given in this annexure.
20. Documentation: Three sets of documents containing (i.) Test Certificates and respective test reports (ii.) copies of the approved quality documents and test procedure, (iii.) design change requisitions (if any) and (iv.) Drawing etc. to be provided along with the supply of items.


22/10/25
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Material Planning

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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.

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

**ANNEXURE-D Rev 01
ENQ.No.1402600006**

Dt.07-04-2026

Enquiry Terms & Conditions for Spherical Plain thrust bearing assemblies

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>Pre-Qualification Criteria:</p> <p>1.1 Technical: Special Condition Annexure A</p> <p>1.2 Financial: Special Condition Annexure B</p> <p>1.3 Integrity Pact: Applicable.</p> <p>1.4 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.</p> <p>Explanatory Notes for the PQR:</p> <p>i. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.</p> <p>ii. Price Bids of only those bidders shall be opened who stand qualified after compliance of QR – 1.1 to 1.4</p> | | | |
| 02 | <p><u>Scope of Supply</u></p> <p>Supply of SA516Gr70 Plates shall be made strictly as per TDCAT 19 and Special condition annexure-A as mentioned in the enquiry.</p> <p>F.O.R. BHEL Trichy Basis for indigenous suppliers</p> | | | |
| 03 | <p><u>PRICE BASIS:</u></p> <p>Price in INR should be quoted for (F.O.R. BHEL Trichy - Stores) delivery to BHEL Trichy – Stores</p> <p>GSTIN : < _____ ></p> | | | |
| 04 | <p><u>Specification, Size & Quantity:</u></p> <p>a) All the SA516Gr70 Plates are to be supplied fully meeting the specification TDACT 19 and Special Condition Annexure-A. If there is any deviation, the same should be mentioned clearly in the offer itself.</p> <p>b) Quantity of the plates shall be as per tendered quantity and it is not splittable.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">SA516Gr70 Plates 120 x 2100 x 4800 mm TDCAT 19 Quantity – 8 NOs</td> <td style="padding: 5px; text-align: center;">76060 kg</td> </tr> </table> <p>c) Inspection agency for Indigenous suppliers – BHEL & NPCIL.</p> | SA516Gr70 Plates 120 x 2100 x 4800 mm TDCAT 19 Quantity – 8 NOs | 76060 kg | |
| SA516Gr70 Plates 120 x 2100 x 4800 mm TDCAT 19 Quantity – 8 NOs | 76060 kg | | | |

| | | |
|----|--|--|
| | <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> | |
| 05 | <p>Offer Submission:</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 Annexures, 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 customer approval.</p> <p>f) 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>g) Any clarification on Techno-Commercial requirements can be obtained from BHEL before tender opening. As per BHEL's Policy, BHEL cannot allow price impact post Part I opening for the requirement / scope of supply which is a part of the Enquiry. Hence, requirements / documents shall be thoroughly read before submission of the bid. In case of any query / un-clarity on any of the clause / requirements, please get them clarified from BHEL before submission of bid. No deviation & request regarding un-clarity / contradictory conditions / ambiguity of Techno-Commercial requirements would be entertained after opening of Part I bid.</p> <p>h) Any values indicated anywhere other than in Part II bid even if covered in any form in the Part I bid will not be considered for evaluation. Bids shall be strictly as per the Part II template and should not be subjected to any correlation or indirect interpretations. Bids shall fulfil all the above requirements failing which the bid may be summarily rejected as a whole or as part thereof. Rates are to be quoted strictly as per Part II template taking care of all Techno-Commercial requirements of the Enquiry. Bidders shall furnish their most competitive offer after thoroughly understanding the Techno-Commercial requirements and confirming to meet the same.</p> <p>i) BHEL shall not be responsible for wrong quotes, missing attachments, blank file uploads etc in E-Procurement portal. Bidders shall exercise at most caution while submission of bids to avoid any chances of bid rejection. Quoting abnormally low rates which are unworkable or withdrawal of bid after Part II bid opening or after issue of Purchase Order within validity of the tender will be construed as tampering of BHEL's tender process and action as deemed necessary shall be invoked as per BHEL's extant policies and guidelines.</p> <p>j) Bid should be submitted only as per the Unit of Measurement (UOM) specified in the Enquiry.</p> <p>k) Quoted Currency. Supplier Shall indicate the quoted currency. If there is any discrepancy in the terms quoted in techno-commercial bid and price bid, the terms as per the techno commercial bid (part-1) shall hold good and the commercial term quoted in Price bid (Part-II) shall not be considered.</p> | |

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| | l) The quoted / finalized rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered. | |
| 06 | <p>Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements: 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 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 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> | |
| 07 | <p>Validity: The offers shall be kept open for acceptance for 120 days from the date of Part 1 bid opening. Once the bids are submitted, rates cannot be changed on any grounds.</p> | |
| 08 | <p>Delivery: 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> <p>BHEL Delivery Requirement is Four Months from the date of approval of all technical documents.</p> <p>NOTE:</p> <p>a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.</p> | |
| 09 | <p>TAXES & DUTIES:</p> <p>INDIGENOUS SUPPLIERS:</p> <p>9.1 The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead).</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p>9.2 GST (Goods and Services Tax)</p> <p>9.2.1 GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p> <p>9.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.</p> <p>9.2.3 Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.</p> | |

9.2.4 Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

9.2.5 Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

9.2.6 Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

9.2.7 Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

9.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -

- a) Supply of goods and/or services have been received by BHEL.
- b) Original Tax Invoice has been submitted to BHEL.
- c) Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
- d) In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
- e) Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
- f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
- g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

9.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.

9.2.10 TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.

9.2.11 Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

9.2.12 Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

9.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

9.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.

| | | |
|----|--|--|
| | <p>9.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.</p> <p>9.2.16 Variation in Taxes & Duties:</p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p> <p>9.3 Income Tax:</p> <p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.</p> <p>9.4 Supplier HSN Code & Applicable GST % (To be filled by Supplier)</p> | |
| 10 | <p><u>Indigenous vendors – Terms of delivery:</u></p> <ul style="list-style-type: none"> • Bidders shall 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). • GST shall be extra and shall not be included in the quoted rates. • The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch. | |
| 11 | <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. | |
| 12 | <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 acceptance of materials.</p> <p>For Medium Enterprises, BHEL Payment term is 100% direct EFT payment in 60 days from the date of acceptance of materials.</p> <p>For Non MSME vendors, BHEL Payment term is 100% direct EFT payment after 90 days from the date of acceptance of materials.</p> <p>Payment through SUVIDHA portal (for indigenous suppliers)</p> <p>Suppliers are required to submit class 3 digitally signed tax invoices along with other billing documents as per the tender/PO. All the documents shall be uploaded in SUVIDHA portal https://suvidha.bhel.in/suvidha/, upon</p> | |

dispatch itself, for streamlined processing of payment. In the event that any discrepancies are identified in the documents submitted, BHEL will communicate the details through the portal/mail. Suppliers/Contractors may track payment status of their invoices in the portal.

If supplier insists for LC, only Usance LC with 120 days credit (from the date of receipt of documents specified in PO at BHEL bank) will be accepted. Usance LC with 120 days credit will be opened one month prior to material readiness. Hence, supplier will be required to intimate the material readiness for opening of LC. LC validity period will be 90 days and for any extension within the contractually agreed delivery period, applicable charges will be to suppliers account. Further, based on the shipment, LC may be opened in splits after confirmation from the supplier. Usance LC with 120 days credit will be considered for 100% payment.

Acceptance of requests for LC extensions beyond the contractually agreed delivery period will only be accepted based on the BHEL's management decision. Expiry of LC will deem any subsequent bill to be cleared against CAD.

Any deviation to the above payment term will attract loading as mentioned below-

REPO rate p.a. + 4% (as applicable on the date of bid opening. Techno-Commercial bid opening in case of Two Part bids) shall be considered for loading for the period of relaxation sought by bidder subject to competent authority approval.

Example of the same is provided below:

| Payment Term | Relaxation Period (Days) | Loading (@ REPO 5.5% p.a. + 4%) |
|--------------|--------------------------|---------------------------------|
| LC 90 days | 30 | 0.78% |
| LC 60 days | 60 | 1.56% |
| LC 30 days | 90 | 2.34% |

Offers with payment terms as advance payment, CAD / LC at Sight will be rejected.

New Suppliers:

For new suppliers not registered with BHEL, Trichy for the product, Payment shall be made 90 days after receipt and acceptance of materials.

Offers with payment terms as Advance Payment & LC at Sight Shall be rejected.

Date for reckoning payment due date,

a. Indigenous suppliers:

1. Payment for MSE bidder: Due date will be considered from the date of vehicle entry at destination subject to submission of billing documents as mentioned in SI No 15 below.
2. Payment for Medium Enterprises & Non-MSE bidder: Due date will be considered from the date of receipt and acceptance of materials subject to submission of billing documents as mentioned in SI No 15 below. However, GST amount shall be reimbursed in line with compliance to Cl. No. 9 (Taxes & Duties) above.

General conditions:

Expiry of LC will deem any subsequent bill to be cleared against CAD. Also, based on shipment, LC will be opened in splits.

13 DOCUMENTS REQUIRED FOR BILL PROCESSING:

The following documents are required to be sent with Material Dispatch/Billing Documents:

| Payment | Indigenous suppliers |
|--------------|--|
| 100% payment | <ol style="list-style-type: none"> 1. Original Tax Invoice (As per Cl. No. 4 above) in duplicate. 2. Signed copy of E-Invoice in duplicate (if applicable) 3. Delivery Challan / Packing List 4. Copy of LR 5. Copy of E-Way Bill 6. Original test certificates (All IBR, mill test certificates etc. – in sets of original) |

14 Liquidated Damages:

Liquidated Damages, wherever referred under this Tender / Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of supplies, breach of contract etc. as the case may be.

| | | |
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| | <p>Liquidated Damages leviable upon the Supplier / Vendor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay / breach on the part of the Supplier / Vendor.</p> <p>If the Seller / Service Provider fails to deliver any or all of the Goods / Services within the original / re-fixed delivery period(s) specified in the contract / PO, the Buyer / BHEL will be entitled to deduct / recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy / dispute of any sort whatsoever.</p> <p>For reckoning of Liquidated Damages if any-</p> <p>a. Indigenous suppliers:</p> <ul style="list-style-type: none"> • Vehicle entry date at project site will be considered for dispatches to project site. • Vehicle Entry / Gate Entry date will be considered for dispatch to BHEL Trichy stores. <p>In case of any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p> | |
| <p>15</p> | <p>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</p> <p>15.1 The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period III. The Supplier/Vendor delivers equipment/ material not of the contracted quality. IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL’s written permission resulting in termination of Contract or part thereof by BHEL. VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. <p>Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.</p> <p>In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.</p> | |

15.2 Remedies in case of Breach of Contract.

- i. Wherein the period as stipulated in the notice issued under clause 15.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. 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:
- iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- vii. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- viii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

LD against delay in executed supply in case of Termination of Contract:

LD against delay in executed supply shall be calculated in line with LD clause, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.

Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.

- i. Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. **Let the value of executed supply till the time of termination of contract= X**
- iii. Let the Total Executable Value of supply for which inputs/fronfs were made available to Supplier/Vendor and were planned for execution till termination of contract = Y
- iv. Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$

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| | <p>v. LD shall be calculated in line with LD clause of the Contract for the delay attributable to Supplier/Vendor taking "X" as Contract Value and "T2" as period of delay attributable to Supplier/Vendor.</p> | |
| 16 | <p><u>Guarantee / Warranty:</u> 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> | |
| 17 | <p><u>O&M Manual:</u> Detailed O&M manuals shall be furnished. Three soft copies of O&M manuals in (CD ROM) compact disc to be submitted.</p> | |
| 18 | <p><u>Non-Disclosure Agreement(NDA)</u> The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).</p> | |
| 19 | <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> | |
| 20 | <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) + Inspection loading</p> <p>A. Indigenous vendors submit offers on Free on Road (FOR), Trichy in INR. B. GST and any other charges quoted by indigenous vendors will be added to the base price. C. Loading for payment terms & non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate. 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> | |
| 21 | <p><u>General conditions:</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) Dispatch of Plates 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 NPCIL approved laboratory only.</p> | |

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| | <p>f) Offers accepted by End Customer (NPCIL) alone will be considered for Price bid opening.</p> <p>g) No revision of prices shall be allowed after the tenders are opened.</p> <p>h) BHEL will consider the ranking after the loading is applied wherever deviations are observed.</p> <p>i) BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.</p> <p>j) In the event of our customer order covering this tender being cancelled / placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender / your purchase order at any stage of execution.</p> <p>k) Offer will be evaluated based on Landed cost to BHEL- Trichy on total package basis only.</p> <p>l) Vendor should physically weigh the materials before stuffing them into container and incorporate the same in BL and packing slip.</p> <p>m) Offers for partial quantities of a given item are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.</p> <p>n) No payment will be made for the excess quantity.</p> <p>o) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry.</p> <p>p) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for registration / evaluation of the bid etc.</p> <p>q) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above.</p> <p>r) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.</p> <p>s) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.</p> <p>For any clarification you can contact to rmeqa@bhel.in, Contact no. 0431 2575458.</p> | |
| 22 | <p><u>Fraud Prevention Policy</u> "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> | |
| 23 | <p><u>Suspension of Business Dealings with Suppliers/Contractors:</u> 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> | |

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| 24 | <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. | |
| 25 | <p>Cartel Formation:</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> | |
| 26 | <p>Settlement of Dispute:</p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1</p> <p>26.1 Conciliation:</p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p> <p>26.2 ARBITRATION:</p> <p>26.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 15 herein above or otherwise) in respect of</p> | |

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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to **Madras High Court, Arbitration Centre (MHCAC)** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

26.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

26.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution- **Madras High Court, Arbitration Centre (MHCAC)**- and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to **Madras High Court, Arbitration Centre (MHCAC)**- for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

26.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

26.2.5 The Arbitration proceedings shall be in English language and the seat of Arbitration shall be **Trichy**.

26.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **Trichy**.

26.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

26.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

26.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

26.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 15. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se 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 (Administrative Mechanism for Resolution).

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| 27 | <p>Jurisdiction: Subject to clause 33 of this contract, the Civil Court having original Civil Jurisdiction at Tiruchirappalli, Tamil Nadu shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p> <p>Governing Laws: The contract shall be governed by the Law for the time being in force in the Republic of India.</p> | |
| 28 | <p>FORCE MAJEURE</p> <p>28.1 "Force Majeure" shall mean circumstance which is:</p> <ol style="list-style-type: none"> a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to: <ol style="list-style-type: none"> i. War, hostilities, invasion, act of foreign enemies. ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii. Epidemic, pandemic etc. <p>28.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>28.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>28.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>28.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. <p>28.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p> | |
| 29 | <p>Execution of the order:</p> <ol style="list-style-type: none"> 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. b. If the inspection fails, the vendor shall offer the material again as per ordered terms and specifications for further inspection. 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. | |

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| | <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> | |
| 30 | <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> <ul style="list-style-type: none"> a. they have controlling partner (s) in common; or b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c. they have the same legal representative/agent for purposes of this bid; or 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 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 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: <ul 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 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 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. | |
| 31 | <p><u>Treatment of cases regarding conflict of interest:</u></p> <p>The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations.</p> <p>If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;</p> <p>The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;</p> <p>Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.</p> <p>A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-</p> | |

versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

32

Caution:

- 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.
- 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.

33

Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

| Type under MSE | UDYAM No | SC/ST Owned | Women Owned | Others (Excluding SC/ST/Women) |
|----------------|----------|-------------|-------------|--------------------------------|
| Micro | | | | |
| Small | | | | |

Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

b) Material entry date (Gate Entry date) will be considered for payment due date calculation (when no objections are raised by BHEL). If such objection(s) is raised within 15 days of zero date /last closure of objection and payment due date will be accordingly revised considering date on which vendor has successfully replied against objection as zero date.

c) As per the public procurement policy notified by the central government, micro and small enterprises quoting within the price band of L1 +15% shall be allowed to supply a portion of the requirement up to 25% of the tender value subject to condition that such enterprises bring down their price to L1 price where L1 price is from other than a micro and small enterprise. If L1 offer is from a micro / small enterprise, this provision will not be applicable. This requirement is not splittable.

| | | |
|------------------|---|--|
| <p>34</p> | <p>PREFERENCE TO MAKE IN INDIA:</p> <p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the GeM Bid, the same shall be applicable even if issued after issue of this GeM Bid, but before opening of Part-II bids against this GeM Bid.</p> <p>34.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -</p> <ul style="list-style-type: none"> a. An entity incorporated established or registered in such a country; or b. A subsidiary of an entity incorporated established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <ul style="list-style-type: none"> 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation</p> <ul style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. <ul style="list-style-type: none"> 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals. 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. <ul style="list-style-type: none"> (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13. (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids 6. Present tendered requirements will be considered as non-splittable. | |
| <p>35</p> | <p>Reverse Auction Not Applicable.</p> | |

| | | | | | | | |
|--|--|------------------|-----------------------------------|------------------|-----------------------------|--|--|
| 36 | <p>NOTES:</p> <ol style="list-style-type: none"> 1. 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 at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Annexure-A, will lead to rejection of offer. 3. 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. 4. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 5. The offers of the bidders who are under suspension and 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. 6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor. | | | | | | |
| 37 | <p>Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-</p> <table border="1" data-bbox="224 793 841 989"> <tr> <td data-bbox="224 793 841 835">Mr. R Meganathan</td> </tr> <tr> <td data-bbox="224 835 841 877">Sr.Manager / ATP & Piping Systems</td> </tr> <tr> <td data-bbox="224 877 841 919">BHEL HPBP Trichy</td> </tr> <tr> <td data-bbox="224 919 841 961">Phone No: +91-0431-257-5458</td> </tr> <tr> <td data-bbox="224 961 841 989">E-Mail: rmega@bhel.in</td> </tr> </table> | Mr. R Meganathan | Sr.Manager / ATP & Piping Systems | BHEL HPBP Trichy | Phone No: +91-0431-257-5458 | E-Mail: rmega@bhel.in | |
| Mr. R Meganathan | | | | | | | |
| Sr.Manager / ATP & Piping Systems | | | | | | | |
| BHEL HPBP Trichy | | | | | | | |
| Phone No: +91-0431-257-5458 | | | | | | | |
| E-Mail: rmega@bhel.in | | | | | | | |
| 38 | <p>Order of Precedence:</p> <p>In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:</p> <ol style="list-style-type: none"> a. Amendments / Clarifications / Corrigenda / Errata etc. issued in respect of the tender documents by BHEL. b. Terms & Conditions of the Enquiry c. Special Terms & Conditions of the Enquiry | | | | | | |
| 39 | <p>Enclosures:</p> <ul style="list-style-type: none"> Annexure-1: Check List. Annexure-2: Offer forwarding letter / tender submission letter Annexure-3: No Deviation Certificate Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings Annexure-5: Declaration by Authorized Signatory Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure-7: Non-Disclosure Certificate Annexure-10: Declaration reg. Related Firms & their areas of Activities Annexure-11: Declaration for relation in BHEL Annexure- 12: Declaration reg. minimum local content in line with revised public procurement Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 Annexure-14: Bank Account Details for E-Payment Annexure-15: Power of Attorney for submission of tender. Pre-Qualification requirement Technical Specification Generic Quality Plan | | | | | | |
| <p><u>SIGNED BY MANUFACTURER / MILL</u></p> <p>Name of Mill:</p> <p>Designation / Department:</p> <p>Seal & Signature</p> | | | | | | | |

CHECK LIST

NOTE: - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

| | | | |
|-------|---|--|--------------------|
| A | Name and Address of the Supplier | | |
| B | GSTN No. the Supplier (Place of Execution of Purchase Order) | | |
| C | Details of Contact person for this Tender | Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID: | |
| | DESCRIPTION | APPLICABILITY (BY BHEL) | ENCLOSED BY BIDDER |
| i. | Whether Pre - Qualification Criteria is understood and provided proper supporting documents. | Applicable | YES / NO |
| ii. | Whether all pages of the Tender documents including annexures, appendices etc are read and understood | Applicable | YES / NO |
| iii. | Audited Balance Sheet and profit & Loss Account for the last three years | Applicable | YES / NO |
| iv. | Copy of PAN Card & GST registration | Applicable | YES / NO |
| v. | Submission of MSE certificate as specified in Tender | Applicable | YES / NO |
| vi. | Offer forwarding letter / tender submission letter as per Annexure 2 | Applicable | YES / NO |
| vii. | Submission of Certificate of No Deviation as per Annexure 3 | Applicable | YES / NO |
| viii. | Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure 4 | Applicable | YES / NO |
| ix. | Declaration by Authorized Signatory as per Annexure 5 | Applicable | YES / NO |
| x. | Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure 6 | Applicable | YES / NO |
| xi. | Submission of Non-Disclosure Certificate as per Annexure 7 | Applicable | YES / NO |
| xii. | Submission of Integrity Pact as specified in Tender as per Annexure 8 | Not Applicable | |

| | | | |
|--------|---|------------|----------|
| xiv. | Declaration reg. Related Firms & their areas of Activities as per Annexure 10 | Applicable | YES / NO |
| xv. | Declaration for relation in BHEL as per Annexure 11 | Applicable | YES / NO |
| xvi. | Declaration reg. minimum local content in line with revised public procurement as per Annexure 12 | Applicable | YES / NO |
| xvii. | Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure 13 | Applicable | YES / NO |
| xviii. | Bank Account Details for E-Payment as per Annexure 14 | Applicable | YES / NO |
| xix. | Power of Attorney for submission of tender as per Annexure 15 | Applicable | YES / NO |

NOTE: Strike off Yes or No as applicable. Tender not accompanied by the prescribed above applicable documents are liable to be summarily rejected.

DATE:

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:

Date:

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Enquiry No:

Having examined the tender documents against your Enquiry No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Authorised Representative of Bidder Signature:

Name:

Address:

Place:

Date:

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) Enquiry No:,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Enquiry No:

I/We,

declare that,

I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration by Authorised Signatory

Ref: 1) Enquiry No:

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration by Authorised Signatory regarding Authenticity of submitted documents.

Ref : 1) Enquiry No:

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL Trichy is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We _____ M/s _____,
who are submitting offer for supplying goods to BHEL Trichy against Enquiry _____
Hereby undertake to comply with the following in line with Information Security Policy of BHEL Trichy

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL Trichy

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:

DECLARATION

Date: _____

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

| | | |
|---|-------------------------------------|--|
| 1 | Material Category/ Work Description | |
| | Name of Firm | |
| | Address of Firm | |
| | Nature of Business | |
| | Name of Family Member | |
| | Relationship | |
| 2 | Material Category/ Work Description | |
| | Name of Firm | |
| | Address of Firm | |
| | Nature of Business | |
| | Name of Family Member | |
| | Relationship | |

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Enquiry No _____

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

Tick (✓) any one as applicable

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:
 - i.
 - ii.

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) Enquiry No: _____
2) All other pertinent issues till date

We hereby certify that the items offered by _____ (specify the name of the organization here) has a local content of _____ % and this meets the local content requirement for Class I local Supplier / Class II local supplier ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____
3. _____ 4. _____

Thanking you,
Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

** - Strike out whichever is not applicable.

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidders quoted value is in excess of Rs 10 Crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) Enquiry No: _____
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that _____ (SPECIFY THE NAME OF THE ORGANIZATION HERE), is not from such a country/ has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)).

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and ENDORSED (SIGNED & STAMPED)
BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :

2. Beneficiary Account No. :

3. Bank Name & Branch :

4. City/Place :

5. 9 digit MICR Code of Bank Branch :

6. IFSC Code of Bank Branch :

7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

POWER OF ATTORNEY for SUBMISSION OF TENDER
(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. _____ whose signature given below herewith to be true and lawful Attorney of M/s _____ herein after called 'Company', for submitting Tender / entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with _____ vide GeM Bid No: _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public



Specification for Steel Plates for Structural Applications (SSA, Evener Beam, SG Trolley, Bottom Snubber Support Arrangement, SG Top Guide Support)- SA516Gr70 for class-1 Support Material as per ASME Sec-IIIN

(W.O No: D167-D178 -700MWe SGs)

NPCIL Project: For Steam Generator-Fleet Mode Order

NPCIL P.O No: CMM/FTP/00-33-1-1197/e-PO/47497 Dated:25.06.2021

| Rev | Date | Prepared | Reviewed | | | Approved |
|-----|------------|----------------|-----------------------|---------------------|--------------------|-------------------------|
| | | QA | NDTL | MP/ATP | Engg/ATP | QA |
| 00 | 13.11.2025 | Nithin O R | Dilip Kumar Singh | K S Sarath Babu | M Shyam Sundar | Manu Shankar Harish |

Rev 00: First Issue

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

अनुमोदित / APPROVED
 डिजाइन के अनुसार अनुमोदित / APPROVED AS NOTED
 संशोधन को आमने बढ़ाए / रोकें ।
PROCEED WITH/HOLD FABRICATION
 अंतिम ट्रांसपैरेन्सी एवं प्रिंटिंग भेजें ।
SEND FINAL TRANSPARENCIES & PRINTS
 संशोधन करें एवं अनुमोदन के लिए पुनः प्रस्तुत करें।
REVISE AND RESUBMIT FOR APPROVAL

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|---|--|--|
| जांचकर्ता CHECKED BY 13/11/25 | समीक्षकर्ता REVIEWED BY 13/11/25 | अनुमोदन कर्ता APPROVED BY 13/11/25 |
|---|--|--|

बिना जामेवाले कार्य का अनुमोदन ... को विनिर्देशनों के अनुसार
 आपूर्ति के उत्तरदायित्व से मुक्त नहीं करता ।
 The Approval of the work to be done does not relieve the supplier of
 responsibility of supply according to specifications.



1.0 MATERIAL

Material Specification : ASME Sec II A-SA516 Gr 70 /Latest
General Requirements : As per ASME Sec IIA – SA20 / Latest
Additional Requirements: As listed below (Supplementary to the above material specifications)
Size and Quantity : As per Purchase Order (PO)

This specification is intended for ASME Sec III-NF Class-1 Supports material. In case of any conflict between standard/code & requirements in this specification, the requirements which are most stringent will govern. This TDC is applicable for SA516Gr70 plates of all thickness.

2.0 CHEMICAL COMPOSITION & PROCESS

- All plates shall be of Fully Killed steel.
- Ladle analysis as per SA516Gr70
- Material shall be melted to fine grain melting practice & Vacuum Degassed. The grain size shall be of ≥ 5 at 100X magnification
- Maximum Carbon Equivalent (CE) ≤ 0.43 % (for plates having thickness ≤ 25 mm) & $CE \leq 0.45$ (for plates having thickness >25 mm).
 $CE = C + (Mn/6) + (Cr+Mo+V)/5 + (Ni+Cu)/15$

3.0 SUPPLY CONDITION (DELIVERY CONDITION):

- ASME Sec IIA-SA516Gr70: Thickness up to and including 16 mm shall be supplied in as-rolled or normalized or stress relieved condition. Thickness more than 16 mm shall be supplied in Normalized condition only. Heat Treatment shall be done in accordance with NF-2180.

4.0 Mechanical, Metallurgical & Chemical test requirement and extent of test:

- For ASME Sec IIA-SA516Gr70: 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 for plates having thickness >16 mm. For plates with thickness ≥ 25 mm, through thickness tension test shall be carried out meeting the acceptance standard of SA770/SA770M.
- Product analysis (chemical analysis) shall be done as per SA516Gr70 & Supplementary requirement S2 of ASME Sec IIA- SA20.
- Micro structure: Micro structure & grain size shall be reported and photograph shall be included in TC.
- Simulated Test Coupon as per NF-2211.
Additional Impact Specimens as follows shall be tested for the plates ($t > 50$ mm) which will undergo heat treatment during subsequent manufacturing of the support at BHEL premises.
 - Test coupon shall undergo simulated heat treatment. Soaking Temperature: 610+/-10 °C & Soaking Time: More than twice the soaking time mentioned in Table NF-4622.1-1.
 - One set of Impact specimens (3 Nos.) having 10x10x55 mm shall be extracted from the Test Coupon in longitudinal direction and shall be tested at 0°C as per ASME Sec-III NF:2300.

5.0 NON DESTRUCTIVE EXAMINATION(NDE):

Non-destructive examination shall be performed with a detailed written qualified (for all essential variables of ASME Section-V & Section III NF) procedure, which shall, as a minimum contain the requirements of this specification & ASME Section-V, item specific 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.

Supplier shall prepare the above specific documents pertaining to the items mentioned under this TDC and obtain the purchaser's approval prior to the commencement of manufacturing. NDE shall be performed by using approved Procedures only (approved by BHEL & NPCIL). Personnel shall be qualified as per IS 13805/ ISO 9712-3/ SNT-TC-1A. A detailed report of the examinations shall be made. The report shall include above records and records indicated in T-590 of Article 5 ASME Section V. Other general & reporting requirements shall be as per SA578/577 & Article-5 of ASME Section V. A sample report format in line with the above requirement shall be attached with the procedure for approval.



5.1 **Ultrasonic Examination:**

- a) **General:** Ultrasonic (pulse echo reflection method) Examination of plates shall be performed after rolling to final size & Heat treatment. Straight beam UT shall be carried out as per SA578 (with supplementary S1). However, for further investigation of observed recordable indications in straight beam (particularly if straight beam examination result is inconclusive), then in that case SA577 shall also be used as a supplement at suspected location.
- b) **Scanning & Coverage:** Scanning shall be continuous over 100% of the plate surface along parallel paths, transverse or parallel to the major plate axis, with not less than 10% overlap between each path. Scanning side(/s) and selection of the transducer/probes shall ensure the 100% of the plate thickness volume coverage. Dead zone (double transducer) /Near field zone (Single transducer) of the transducer/probe shall be suitably taken care by selection/combination of TR(transmitter/Receiver) Dual/double transducer/probe (such as delay line probes) and single transducer/probe. Otherwise, scanning shall be done from the both side of the major surface. When double transducer probes are used, the orientation of the barrier separating the two transducers shall be perpendicular to the scanning direction. The focusing zone of the double transducer probes shall be adopted to the thickness of the plate. Single probes shall be such that their near zone is as small as possible, i.e. 15% of the plate thickness or 15 mm whichever is smaller. The time base shall be adjusted in such a way that at least two back wall echo should be displayed.
- c) **Calibration & Acceptance Standard:**
 - i) **For Plates having nominal thickness(t) $6\text{mm} \leq (t) < 25\text{ mm}$:** Calibration for Straight beam shall be $80\% \pm 5\%$ FSH of back wall echo and acceptance standard shall be as per SA578-Level C. Calibration for angle beam {if required as per clause (a) above} with a notch depth of 3 % of the plate nominal thickness, shall be used to calibrate the ultrasonic examination. The notch shall be at least 25 mm long & 3 mm wide. Acceptance for angle beam shall be as follows: Any discontinuity indication that equals or exceeds the 100 % reference shall be considered unacceptable unless additional exploration by the longitudinal method indicates it is laminar in nature.
 - ii) **For Plates having nominal thickness(t) $\geq 25\text{ mm}$:** Calibration for Straight beam shall be 6mm diameter FBH (flat-bottomed hole) of at one-fourth, one-half, and three-fourths of the thickness of the member being examined from which a distance amplitude curve shall be established. Acceptance standard shall be as follows: any indication detected in the material which is of laminar type is unacceptable if the indication cannot be contained within a circle having a diameter equal to one half of the thickness of the plate. Calibration for angle beam (if required as per clause c above) with a notch depth of 3 % of the plate nominal thickness, shall be used to calibrate the ultrasonic examination. The notch shall be at least 25 mm long & 3 mm wide. Acceptance for angle beam shall be as follows: Any discontinuity indication that equals or exceeds the 100 % reference shall be considered unacceptable unless additional exploration by the longitudinal method indicates it is laminar in nature.

6.0 **DIMENSIONAL CHECKS**

Each plate shall be checked for dimensional and visual compliance. The permissible variation in length, width and thickness shall not exceed the applicable limits as stated in SA20/SA20M. No under tolerance on thickness is permitted. Visual compliance shall conform to surface condition as per Cl 9.2 of SA20/SA20M.

7.0 **REPAIRS AND FINISH**

Plates shall be free of mill scales, edge crack & other injurious defects. Plates shall conform to surface condition as per Cl 9.2 of SA20/SA20M. Repairs by welding are prohibited. Mechanical removal of defects is permitted subject to availability of min. thickness & smooth surface. All non-conformities shall be recorded and reported to Purchaser to determine their disposal. Final disposal will be based on NPCIL's decision.

8.0 **MARKING**

Specification, grade, Melt number, Size, Plate number, MWD (Main working direction), P.O No, Maker's emblem/code are to be stamped on each plate. In addition, Inspection agency stamp shall be punched adjacent to this marking.



9.0 DOCUMENTATION

9.1 Procedures and Plans

Supplier has to submit following documents for review & approval from BHEL & NPCIL after awarding the contract. No manufacturing activity shall start unless written approval of following Procedure and Plans are obtained.

- a) QAP – Indicating sequence of operations & testing, characteristics, acceptance, Quantum of check, witness, hold points etc.
- b) Manufacturing Process Plan.
- c) Heat Treatment Plan
- d) Simulated Heat Treatment Plan (If applicable)
- e) Material Sampling and Testing Plan (MSTP).
- f) NDE Procedures, NDE Technique sheets & NDE Report formats.

9.2 Reports

Test certificate shall contain

- a) Chemical analysis (Ladle & Product), Carbon equivalent
- b) Mechanical tests including impact values
- c) Non-destructive examination report.
- d) Supply condition.
- e) Visual and dimensional inspection report.
- f) Heat Treatment Report / Chart.

10.0 PACKING AND SHIPMENT

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

11.0 Quality Surveillance

- 11.1 Material shall be subjected to quality surveillance by the Purchaser.
- 11.2 Purchaser/Inspection agency will witness tests at various stages.
- 11.3 Stages to be identified in QAP for witness are HT, NDE, Mechanical, Metallurgical & Chemical Testing, Test coupon and Specimen identification, Final Visual, dimension check, Marking, Packing for shipment.

The plates shall not be shipped until the shipping release is given by the purchaser/his authorized agency.

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

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| P.O. NO: (MAIN CONTRACTOR/SUB-VENDOR AS APPLICABLE) | | QUALITY ASSURANCE PLAN | | | | QAP NO: NPCIL/PROJECT/USI/ITEM/SL. NO. | |
| DATE: | | ITEM: | | | | REV. NO. 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 |
| | | | |
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GENERAL NOTES contractor

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

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