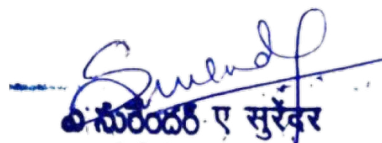
		BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Undertaking) Ramachandrapuram, Hyderabad, 502032, A.P. India Phone 040-23184526, 23182322 FAX:040-23021910, 1954			भारत हेवी इलेक्ट्रिकल्स लिमिटेड (भारत सरकार का उपक्रम) रामचन्द्रपुरम, हैदराबाद, 502032 आंध्र प्रदेश, भारत			RFQ NO :		PURCHASE DEPARTMENT ENQUIRY क्रय विभाग जांच (ई मेल : tenderbox@bhelhyd.co.in)		SHEET:1 OF :1	
HY17001 C REV.NO.0		Phone 091-40-23184526 091-40-23182322			FAX : 091-40-23021910 091-40-23021954			PURCHASE DEPARTMENT					
		GSTIN:			Eng/Collective No :D3A2W13282			Eng.Dt. :06.09.2023		No.Of Items :1		DUE Dt. OF QUOTN. : 16.09.2023	
Office Copy					Please submit your lowest quotation in sealed cover superscribed with Enquiry No./Collective No.(RFQ No) and due date subject to our terms and conditions attached ,for the materials mentioned below. Your offer has to reach us on or before due date by 11.00 Hours (IST) and will be opened at 14.00 Hours.(IST).If our Enquiry No./Collective No.(RFQ No) and tender due date are not super scribed on the tender cover , your offer shall be summarily rejected. Incomplete offers and late offers will not be considered.								
SL NO	Purchase Req.no	item no	Material Code, HSN No.	Drg no - Ver , Rev & Spec - Ver , Rev,Spec-Var	Description			Unit	Qty	Delivery Date	Schedule Qty		
1	8000113282	30	HE9718583939 7306	NA-,,HE51103,19,	SS PLAIN TUBE OD19.05X20BWG(AVG),L-3500			EA	2,979.000	20.04.2024	5.000		
2	8000113282	10	7306							20.04.2024	1,487.000		
3	8000113282	20	7306							20.09.2024	1,487.000		
Special Remarks													
CheckList of Quality Interventions: BHEL reserves the right to enforce any or all of the following checks during execution of the order. There is no additional cost to the vendor on account of these checks.													
								TEST CERTIFICATE REQD: GUARANTEE REQ : SAMPLE REQD : BID TYPE : TWO PART		 A SURENDER प्रबंधक / क्रय (एच ई एंड एफ) Manager / Purchase (H E & F) रामचन्द्रपुरम, हैदराबाद 502032 BHEL - HEP HYD-32 SURENDER AVULA MANAGER/PUR(HE&F)			

**SPECIAL CONTRACT CONDITIONS FOR
ENQUIRY NO. D3A2W13282 DATED 06.09.2023**

S. NO.	ITB Clause No.	TERMS & CONDITIONS	BHEL REQUIREMENT				VENDOR 'S CONFIRMATION								
I TECHNICAL TERMS															
1		Description, Size and Quantity	<table><tr><td>Item No.</td><td>Material Code</td><td>Description</td><td>Total Quantity</td></tr><tr><td>1</td><td>HE9718583939</td><td>SS PLAIN TUBE OD19.05X20BWG(AVG),L-3500</td><td>2979</td></tr></table>	Item No.	Material Code	Description	Total Quantity	1	HE9718583939	SS PLAIN TUBE OD19.05X20BWG(AVG),L-3500	2979				
Item No.	Material Code	Description	Total Quantity												
1	HE9718583939	SS PLAIN TUBE OD19.05X20BWG(AVG),L-3500	2979												
2		Specification	HE51103 Rev.19.												
3		Material	Material shall confirm to SA688 TP304 of ASME Sec-II Part-A 2021 edition, with Carbon max. 0.05% as per HE51103 Rev.19.												
4		Quality Plan	GHAVP-1&2/QAP/43120/00023 Rev.00 shall be followed.												
5		Testing	Hydro Test pressure on each tube shall be 75 Kg./Sq.Cm (g). Resistance to Intergranular Corrossion shall be checked in accordance with ASTM A262 Practice-E from each Lot.												
6		Packing & Marking	As per BHEL Standard AA0490002 Rev.02.												
7	36	Inspection & Certification	By BHEL TPIA and Customer/Customer TPIA as per Quality Plan. Note: a) Vendors are advised to raise Inspection Call in CQIR system (www.cqir.bhel.in) with Purchasing Unit as 'HPEP' at least 7 days prior to the proposed date of inspection. b) Advance intimation of 10 days shall be provided for arranging customer inspection.												
II COMMERCIAL TERMS															
1	3	Mode of Submission	E-Procurement (thru' NIC portal). Note: Offer submitted in any other mode shall not be considered.												
2	6	Indigenous Purchase - Destination	BHEL RC Puram, Hyderabad												
		Freight & Insurance up to destination is in vendor scope.													
		Imports Purchase - Destination	Mumbai Sea Port for Foreign vendors												
3		Basic Custom Duty	Freight & Insurance up to Mumbai Sea Port is in vendor scope.												
4		Basic Custom Duty	Zero Duty.												
4		Third Party Inspection Charges	By BHEL and vendor's offer will be loaded as per charges mentioned at Annexure-C for evaluation of offers.												
5	10	Price Validity	90 Days from Part-I bid opening date.												
6	12	Tender Cost	Not Applicable.												
7		Earnst Money Deposit	Not Applicable.												
8	8	Delivery	a) 1492 Nos within 5 Months from PO date. b) 1487 Nos within 10 Months from PO date. Note: For any deviation in delivery period for each schedule as indicated above, quoted price shall be loaded by 0.5% per week for evaluation of offer. However, BHEL reserves the right to reject the offers with delivery period not meeting the project requirement.												

**SPECIAL CONTRACT CONDITIONS FOR
ENQUIRY NO. D3A2W13282 DATED 06.09.2023**

S. NO.	ITB Clause No.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR 'S CONFIRMATION
9	5	Type of bid	Offer shall be submitted in 2-Part bid with Part-1 consists of Techno-commercial bid and Part-2 consists of Price bid.	
10		Techno-Commercial Bid	Techno-Commercial Bid shall essentially consist of: (i) Duly filled in signed and stamped Special Contract Conditions (SCC). (ii) Duly filled in signed and stamped Instructions to Bidder (ITB) along with applicable Annexures mentioned therein (Annexure-I,II,III,IV). (iii) Udyam Registration Certificate for MSE vendors (iv) Documents/declarations in compliance with Annexure-A,B (if applicable) Note: Bid shall be complete in all respects including all the documents / information required for techno-commercial evaluation. Incomplete offers shall be liable to rejection.	
11		Price Bid	Vendor shall quote on Rate per tube basis.	
12	18	Evaluation Basis	Offers shall be evaluated on Item-Wise L1 basis.	
13	9	Price Variation Clause	Not Applicable.	
14	Others	Quantity Split	Non-Splittable for MII Purchase Preference.	
15	23(B)	Purchase Preference to MSE Supplier	If MSEs quoted price is within the price band of L1+15%, then L1 price shall be counter-offered to MSE vendor (if L1 is other than MSE) for supplying at least 25% of tendered value as per MSME Order dated 09.11.2018. In present case, 2 nd schedule of 1487 Nos shall be counter offered to MSE vendors whose price is within purchase preference of L1+15%.	
16	Others	Contract Execution Bank Guarantee	Not Applicable.	
17	17	Performance Bank Guarantee	Not Applicable.	
18	7	Additional Documentation for Payment	- MTC, CQIR along with Internal TCs and Customer inspection report as per QAP. - Guarantee Certificate	
19	13	Maximum Penalty Applicable on	Delayed Portion Value.	
20	Others	Contract Specific Penalty Clause (Indigenous Purchase)	C-Note Date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material.	
21	16	Guarantee	Guarantee on the supplies for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier.	
22	Others	Customer Approval of Vendor	Applicable	
23		Terms & Conditions	Vendor is requested to furnish all details of the offer in this format. In case of any discrepancy between information furnished here and those furnished elsewhere in the bid, the information furnished in this document only shall be considered, and those furnished else where shall be ignored.	

**SPECIAL CONTRACT CONDITIONS FOR
ENQUIRY NO. D3A2W13282 DATED 06.09.2023**

S. NO.	ITB Clause No.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR 'S CONFIRMATION
24		Guidelines Regarding Dealings With Indian Agents of Foreign Suppliers	It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.	
			The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.	
			Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.	
			Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.	
			In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.	
			The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure –'A' shall apply in all such cases.	
			The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines, before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.	
			As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hyderabad is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).	

Annexure-C			
Applicable BHEL TPIA Charges			
S.No.	Country	Currency	Applicable Charges per Set
1	India	INR	83200
2	Austria	USD	14560
3	China	USD	7480
4	France	USD	12464
5	Germany	USD	12120
6	Italy	USD	8072
7	Korea	USD	6400
8	USA	USD	11560
Note: For countries other than those mentioned above, applicable BHEL TPIA charges shall be intimated prior to Price Bid opening.			

PRE-QUALIFICATION CRITERIA(PQC)					
Welded Stainless Steel Straight Tubes for Heat exchanger Application					
S.No.	BHEL Requirement		Supplier's Confirmation	Deviation if Any	Remarks.
	This Bid is limited only to Indian tube manufacturers having tube manufacturing facilities within India				
	All the suppliers need to submit this document i.e. titled pre-qualification criteria and furnish required information along with offer.				
1	a)	Name, address, e-mail id, contact no.etc. of manufacturing mill for Welded SS Straight Tubes.			
	b)	Name, address, e-mail id, contact no.etc. of authourised agency / trading house quoting on behalf of manufacturing mill. In case offer is received from authourised agency / trading house, the following requirements shall be full filled. i) Valid letter of authorisation and copy of agreement (between manufacturer and tenderer) to be enclosed with offer. ii) The offer shall be either from the authorised agency or from the manufacturer directly. In case of BHEL receiving offer from both, then offer from manufaturer will only be considered. iii) Offer from an unauthorised agency / entity on behalf of any supplier shall be summarily rejected. iv) Name, address, e-mail id, contact no.etc. of entity on whom order to be released in case of L1 shall be clearly indicated.			
2	Supplier to confirm the following criteria and provide necessary documents for evaluation of offer.				
	(a) The supplier shall have the proven experience in manufacturing and supply of Stainless Steel Welded Straight Tubes for heat exchanger as mentioned below.				
	i)	Material : Welded stainless steel			
	ii)	Tube O.D. : 15.875 mm (5/8 inch) to 19.05mm(3/4 inch) - Straight tube			
	iii)	Tube Thickness : 0.889 mm minimum or thicker			
	iv)	Heat Exchanger provided with the above tubes shall be in water or steam service. Operating / Design temperature shal be ~ 150 deg.C			
	v)	All the following facilities required for manufacturing Welded Stainless Steel straight tubes from SS Strips shall be readily available with the supplier. A) Bright annealing facility, B) Online or offline eddy current testing facility, C) Ultrasonic test facility, D) U-bending and stress relieving facility. E)Hydrostatic testing facility. (Hydrostatic test pressure: 75 kg/sq.cm (g))			
	vi)	Satisfactory Working of equipment: The exchanger provided with the above tubes should have been in service for minimum of ONE year prior to the date of techno commercial bid opening.			
	All the above criteria 2(a) (i) to 2(a) (vi) must be combinedly met by the supplier against one equipment with straight tubes				
2	(b) The supplier meeting all the above criteria as 2 (a) (i) to 2 (a) (vi) shall furnish details of such supplies only as indicated above (sl no 2 (a)) including equipment Manufacturer's Name, plant name, date of supply (in DDMMYY), No of years the exchanger is in service, Size, Quantity and full contact details of exchanger Manufacturer & plant. (including Mobile no and e-Mail ID). OR (c) Heat Exchanger Manufacturer's certificate (in English) containing the supply details as indicated above both 2(a) & 2 (b), Contact details [E-Mail ID, Land line / Mobile No. of Heat exchanger manufacturer and plant] and complete address of Heat exchanger Manufacturer may be furnished. Note : Suppliers can furnish maximum upto 6 number of latest customer reference details as indicated above in the attached annexure-I. Details furnished in any other format shall not be considered. All the documents shall be furnished only in English. Documents furnished in other langauges will not be considered for further evaluation.				
2	(d) BHEL reserves the right to cross verify with the above such customers or end users and satisfy itself with reference to the claims of the supplier. If the information furnished by the supplier is not found to be genuine the offer will be technically rejected.				
3	Offers not meeting the requirement as above at 2(a) & 2(b) or 2(c) shall not be technically evaluated by BHEL. Further, no correspondence in this matter shall be entertained.				



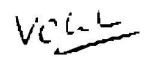
Welded Stainless steel straight Tubes for HeatExchanger Application (contd..)				
4	For making Welded SS tubes, stainless steel strips may be directly procured as raw material.			
	(a)	Tube manufacturer shall furnish the list of suppliers / sources from where stainless steel strips will be sourced. Details of stainless steel strip manufacturer's facilities including testing facilities, size ranges and list the customers to whom they are supplying shall be furnished. This is to review of the credentials of such suppliers and acceptance by BHEL. BHEL also reserves the right to visit such suppliers works for further evaluation if required. Note : In case the tube manufacturer has the facilities to make stainless steel strips at their works, details of the same shall be furnished. The list of SS straight tubes made using stainless steel strips from proposed SS strip sources meeting the requiriment of Cl.2(a) (i) to (vi) above shall be furnihsed to BHEL for reference. The decision of BHEL with regards to list of suppliers to be considered for stainless steel strips will be final. Acceptance / Rejection of stainless steel strips suppliers does not entertain any claim for revised price bid by the bidder.		
5	The Supplier shall furnish the detailed process of manufacturing and testing procedures of straight tubes along with the offer.			
6	List of BHEL qualified bidders may be forwarded to BHEL's End Customer for their review and approval. The list finalized by BHEL's End Customer shall be final and binding.			
7	BHEL team may carry out Suplier evaluation / assesment (in case of a new supplier meeting the above criteria) by a visit to suppliers works for qualifying /rejecting the technical bid based on the findings of the visit.			
8	Suppliers to submit their bid in 2- part system, i.e. Part-I shall consists of Pre-Qualification Criteria along with the required documents and Techno-commercial bids and Part-II shall consists of Price Bid. Offers failing to meet prequalification criteria shall not be considered for further evaluation.			
9	To encourage indegenous supplier inline with "Make in India" initiative by Govt of India, the suppliers who are not having proven experience of meeting the qualification criteria for the present enquiry as indicated above are requested to apply for supplier registraion on BHEL prortal (www.bhel.com). This will enable BHEL to evaluate the Supplier capability to make the straight tubes for this critical applications and to consider for future trial orders.			



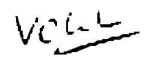
Annexure-1													
Welded SS tube Heat Exchahanger Reference details													
Ref Project S.no	Material	OD mm 15.875 mm (5/8 inch) to 19.05mm(3/4 inch)	THK (min 0.889) mm	Supply date DDMMYYYY	Heat Exchanger Application (Yes/No)	Heat Exchanger manufacturer details			End customer details				
						Supplied to (Heat Exchanger manufacturer's name)	Contact person	E-Mail id &Phone no	Name of the organisation(End user)	<u>Project Details</u> Name: Location:	No.of years the equipment is in service	Contact person	E-Mail id&Phone no:
1													
2													
3													
4													
5													
6													


Note:

- a) Reference list shall be submitted in the above format only.
Suppliers are requested to fill the above and submit along with Pre-Qualification Criteria(PQC).Details mentioned above only are considered for PQC evaluation.
- b) wherever details are not available, supplier to mention as "NA"
- c) Reference project Tube material shall be Welded stainless steel
- d) Reference project Tube OD shall be 15.875 mm (5/8 inch) to 19.05mm(3/4 inch).
- e) Reference project Tube thickness shall be 0.889 mm minimum.Tube thickness less than 0.889 mm shall be considered as INVALID Reference.
- f) Clause no 2(a) (i) to 2(a) (vi) of PQC must be combinedly met by the vendor against a single supply reference of straight tubes. Maximum of 06 best suited reference shall be mentioned in the above table.






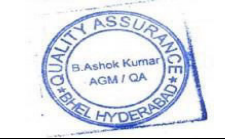
vendor's signature with seal

TD-106-1 Rev-5	Form No.		PRODUCT STANDARD HEAT EXCHANGERS HYDERABAD		HE 5 1103
					REV. NO. 19
					PAGE 1 OF 3
<p align="center"><u>SPECIFICATION FOR SS WELDED TUBES FOR HP HEATERS, LP HEATERS AND DRAIN COOLERS</u></p> <ol style="list-style-type: none"> Bend/straight tubes shall conform to SA 688 TP 304/304L/304N/316 (with maximum carbon limited to 0.05% in case of 304/304N/316 and 0.035% in case of 304L. (The material specification shall be as per drawing/PO and ASME Sec II Part A edition and addenda as indicated in the drawing/P.O.). Carbon content Specified in the drawing/P.O shall be governing. Eddy current test shall be done as per supplementary requirement 'S1' of specification SA 688. Heat treatment of straight tube and bent portion shall be carried out as per SA688. Straight tubes/straight tubes of U-Tubes before U-bending shall be bright annealed (both inside and out surfaces). U bend shall be purged with inert gas during Heat Treatment of U-bent portion. Flaring test on each lot atleast two tests from each lot are to be conducted as per SA 1016. Longitudinal welds of tubes shall be ultrasonic tested. For tubes supplied in bent conditions, tube thinning shall be governed by the following formula. $t = t_o (1 + d/4R)$ where t = specified minimum tube wall thickness. t_o = Thickness after bending d = Outside diameter of tube R = Center line bend radius Minimum thickness, ovality etc., achieved for minimum bend radius tube for each thickness shall be proved. Hot bending to form U tubes shall not be acceptable. Bending, heat treatment and hydrotest shall be as per Quality Plan latest revision and relevant drawing. Each tube shall be hydrotested to test pressure mentioned in the drawing/P.O. Corrosion test shall be carried out as per requirement of SA 688 TP 304/304L/304N/316 Inspection and certification : <ol style="list-style-type: none"> H.P.HEATERS: <ol style="list-style-type: none"> where the material is sourced from suppliers other than India ,the certification shall be in IBR form III B duly signed by BHEL Approved Third Party Inspection Agency(BHEL TPIA).BHEL TPIA shall be authorised by Central Boiler Board for that country. Where the material is sourced from Indigenous Suppliers, the certification shall be by Director of Boilers in form III B and also by BHEL Approved Third Party Inspection Agency(BHEL TPIA) as per ASME SEC.II Part A.Edition & Addenda as indicated in the drawing/P.O & enclosed quality plan. L.P.HEATERS & DRAIN COOLER: <ol style="list-style-type: none"> Inspection & Certification shall be by BHEL Approved Third party Inspection Agency(BHEL TPIA) as per ASME SEC.II Part A. Edition & Addenda as indicated in the drawing/P.O & enclosed quality plan. 					
Ref.Doc	Revisions: Refer to record of revisions	Prepared: 	Approved 	Date: 24.09.2004	

TD-106-1 Rev-5	Form No.		PRODUCT STANDARD HEAT EXCHANGERS HYDERABAD		HE 5 1103
					REV. NO. 19
					PAGE 2 OF 3
<p>11. Packing shall be seaworthy and capable for withstanding mechanical damage. Tube ends shall be capped or plugged for protection against ingress of moisture / water during transit and storage.</p> <p>12. -----</p> <p>13. Tubes inside & outside surfaces shall be tested for residual chloride salt contamination to limit as per SA 688. The same shall be reported in T.Cs. Procedure of measuring residual chloride contamination shall be furnished.</p> <p>14. Cleanliness of inside surface of all U-tube shall be confirmed by blowing close fitting acetone soaked felt plugs. Inert gas or N₂ / dry oil free compressor air shall be used for blowing.</p> <p>15. Inspection agency: Third party inspection agency. Additionally Director Of Boilers in case of H.P.Heaters (For Indegenious suppliers only).</p> <p style="padding-left: 40px;">a) The extent/ quantum of witness by Third party inspection agency shall be indicated as follows . However Vendor to carry out the tests on 100% of tubes.</p> <p style="padding-left: 80px;">i) Eddy Current testing to be carried out 100% online OR 100% Offline which shall be witnessed by BHEL/BHEL nominated inspection agency (BHEL TPIA) With quantum of inspection 100%.</p> <p style="padding-left: 80px;">ii) Ultrasonic testing (UST): 10%</p> <p style="padding-left: 80px;">iii) Hydro testing: 100%</p> <p>16. Product markings shall be as per SA 688.</p> <p>17. ---</p> <p>18. Packing and marking standard ref. no. for:</p> <p style="padding-left: 40px;">(a) Straight tubes - AA0490002</p> <p style="padding-left: 40px;">(b) U – tubes - AA0490003.</p> <p>19. In case of indigenous vendors the raw strip used for manufacturing tubes shall be procured from BHEL approved vendors.</p> <p>20. The residual circumferential stresses after tube straightening and U-bending shall be kept as low as possible .In any case these shall be limited to 4kg/mm² (compressive or tensile). one specimen shall be tested per lot. The procedure for residual stress measurement shall be approved by BHEL.</p>					
Ref.Doc	Revisions: Refer to record of revisions	Prepared: 	Approved 	Date: 24.09.2004	

TD-106-3 Rev-5	Form No.		PRODUCT STANDARD HEAT EXCHANGERS HYDERABAD		No: HE 51103
					REV. NO. 19
					PAGE 3 OF 3
RECORD OF REVISIONS					
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company	09	02-07-93	STANDARD REWRITTEN AS PER NEW FORMAT	B.U.G	D.S
	10	23-06-93	QUALITY PLAN Nos. IN CLAUSE No. 7 AND 11 ARE REVISED	M.R.RAO	V.C.K
	11	10-06-96	TITLE & CL. No. 10 & 14 REVISED CL. No. 15 & 16 ADDED	M.R.RAO	V.C.K
	12	26-06-98	CLAUSE No. 17 ADDED	B.U.G.	V.S
	13	22-01-03	STANDARD REVISED INLINE WITH SQP AND PRQC MEETING DT:28-12-02	B.S	V.S
	14	06-05-04	REVISED INLINE WITH MOM DT:30-03-04	B.S	V.C.K
	15	24-09-04	REVISED INLINE WITH MOM DT:24-09-04	B.S	V.C.K
	16	12-01-07	CL. no. 10 Revised.	<i>Bseinub</i>	<i>V.C.K</i>
	17	04-09-07	CL. N0s. 1, 11 and 12 are revised. CL. NO 19 ADDED.	<i>Bseinub</i>	<i>V.C.K</i>
	18	10-11-08	CL. NO 20 ADDED.	<i>Bseinub</i>	<i>V.C.K</i>
	19	27-11-13	REVISED INLINE WITH MOM DT:26-10-13	<i>Rajan</i>	<i>Bseinub</i>
Ref.Doc					

NUCLEAR POWER CORPORATION OF INDIA LIMITED

P.O. NO.: CMM/ETM/00-40-11-0005/PO/48571 D Dated: 30.08.2021		QUALITY ASSURANCE PLAN		QAP NO.: GHAVP-1&2/QAP/43120/00023			
		ITEM: WELDED SS 'U' TUBES FOR HP HEATERS, LP HEATERS WELDED SS STRAIGHT TUBES DRAIN COOLERS		REV. NO. 00	DATE: 18.08.2023		
		Safety class :NINS	QS Grade :QS-4	PAGE 1 OF 8			
PROJECT: GHAVP -1 &2		NAME OF PACKAGE: TURBINE ISLAND PACKAGE PO NO. (NPCIL): CMM/ETM/00-40-11-005/PO/48571		NPCIL QA Ref. No.- 2230141			
NAME OF PACKAGE CONTRACTOR/MAIN CONTRACTOR AND ADDRESS Bharat Heavy Electricals Limited Siri Fort, Asiad, New Delhi-110049		CONCERNED BHEL UNIT AND ADDRESS HPEP, Bharat Heavy Electricals Limited Ramachandrapuram, Hyderabad 502032		NAME OF VENDOR/SUB VENDOR AND ADDRESS			
DATA SHEET/VSS NO./DRG NO.	ITEM	BRIEF DESCRIPTION	DESIGN CODE/ SPEC. NO.	FOR VENDOR/SUB VENDOR		AFFIX STAMP OF VENDOR/SUB VENDOR	
	SS TUBES (MATERIAL)	WELDED SS 'U' TUBES FOR HP HEATERS, LP HEATERS WELDED SS STRAIGHT TUBES DRAIN COOLERS			PREPARED BY	CHECKED/REVIEWED BY	APPROVED BY
FOR PACKAGE/MAIN CONTRACTOR (1) All the requirements of PO, Specification, Drawing, Datasheet, are incorporated in this QAP. (2) Stage wise inspection documents shall be concluded/completed with signature of inspection agency including NPCIL QS before taking up and presenting the next stage of inspection. (3) SRN shall be obtained from NPCIL whenever there is change in manufacturing works			AFFIX STAMP & SIGNATURE OF PACKAGE/MAIN CONTRACTOR	SIGNATURE			
				NAME			
				DATE			
				FOR NPCIL			
	CHECKED BY	REVIEWED BY	APPROVED BY		CHECKED BY	REVIEWED BY	APPROVED BY
SIGNATURE				SIGNATURE			
NAME				NAME			
DATE	18.08.2023	18.08.2023	18.08.2023	DATE			

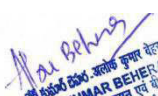
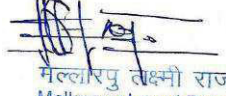


QAP CONTROL SHEET

Page 2 of 8

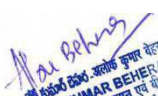
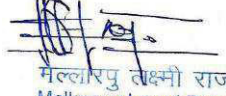


SL NO	Description	No of Pages	Revision no with date
1	New Issue	8	Rev no. 00 Dated 18.08.2023

Alon Kumar
ALOK KUMAR BEHERA
Manager / Quality Assurance & DE
BHEL, Bhopal, BHEL-462013

NPCIL		SUB VENDOR/SUB-CONTRACTOR /MANUFACTURER NAME & ADDRESS	QUALITY ASSURANCE PLAN					PROJECT: GHAVP – 1 & 2										
			ITEM:	WELDED SS ‘U’ TUBES FOR HP HEATERS, LP HEATERS WELDED SS STRAIGHT TUBES DRAIN COOLERS				NAME OF THE PACKAGE & MAIN CONTRACTOR:										
		NPCIL APPROVED VENDOR/ SUB-VENDOR																QAP NO REV NO & DATE:
			NO OF PAGES		PAGE 3 OF 8													
			SL NO	COMPONENT/ OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTU M OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY				REMARK	NAME & SIGNATURE WITH DATE	
									P	W	R	H		1	2	3	4	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.				11	12				
1.1	VERIFICATION OF COIL TEST CERTIFICATE	A) CHEMICAL COMP. B) MECH. PROPERTIES	MAJOR	VISUAL & MEASURT.	100%	APPLICABLE MATERIAL SPECIFICATION	APPLICABLE MATERIAL SPECIFICATION	TEST CERTIFICAT ES	3		1,2							
1.2	TUBE FORMING & WELDING	WELDING PARAMETERS	MAJOR	VISUAL	PERIODIC CHECKIN G	MFR. STD.	MFR. STD.	--	3									
1.3	BRIGHT ANNEALING	SOLUTION ANNEALING IN INERT ATMOSPHERE	MAJOR	HEAT TREATMEN T	100%	MFR. STD.	MFR. STD.	INSPN. RECORD	3		1,2							
1.4	EDDY CURRENT TEST	INTERNAL FLAWS	MAJOR	NDE	100%	ASTM E426 & SA688 S1	ASME SA1016	INSPN. RECORD	3	1,2 *	1		* 10% BY BHEL TPIA RANDOM 5% WITNESS BY NPCIL					
1.5	ULTRASONIC TEST	INTERNAL FLAWS	MAJOR	NDE	100%	ASTM E213	ASME SA1016	INSPN. RECORD	3		1,2							
1.6	U-BENDING OF TUBES (FOR U TUBES)	CENTRE LINE BEND RADIUS (CLR)	MAJOR	VISUAL	100%	MFR. STD.	MFR. STD.	--	3									
1.7A	STRESS RELIEVING OF U- BEND PORTION (FOR U TUBES)	SOLUTION ANNEALING	MAJOR	VISUAL	100%	SA688 / PO	SA688 / PO	INSPN. RECORD	3		1,2							
1.7 B	DP TEST ON U BEND PORTION AFTER STRESS RELIEVING	NDE – SURFACE DEFECTS	MAJOR	NDE	100%	MFR STD	MFR STD	INSPN. RECORD	3	1,2 *	1		* 10% BY BHEL TPIA RANDOM 5% WITNESS BY NPCIL					

MANUFACTURER /SUB VENDOR	LEGEND: A) AGENCY 1) NPCIL / NPCIL AUTHORISED THRID PARTY INSPECTION AGE CNY 2) BHEL /BHEL AUTHORISED THRID PARTY INSPECTION AGE CNY 3) MANUFACTURER/SUB CONTRACTOR/SUB VENDOR 4) APPROVED LAB B) ACTIVITY H: HOLD POINT," P" PERFORMED BY "W" WITNESSED BY AND "R" REVIEW BY AS APPROPRIATE MA-MAJOR, CR-CRITICAL MFR: MANUFACTURER	SEAL & SIGNATURE OF MAIN /PACKAGE CONTRACTOR.		
		Worked By: ALOK BEHERA	Checked By: M L RAJAM	Approved By: B ASHOK KUMAR
		 ALOK KUMAR BEHERA Manager / Quality Assurance & DE बेलारपु लक्ष्मी राजम गुणवत्ता आश्वासन	 Mallarapu Laxmi Rajam गुणवत्ता आश्वासन Manager / Quality Assurance बा.एच.ई.एल. हैदराबाद, BHEL, HYD-32	 B. Ashok Kumar AGM / QA 





NPCIL		SUB VENDOR/SUB-CONTRACTOR /MANUFACTURER NAME & ADDRESS	QUALITY ASSURANCE PLAN						PROJECT: GHAVP – 1 & 2										
			ITEM:	WELDED SS ‘U’ TUBES FOR HP HEATERS, LP HEATERS WELDED SS STRAIGHT TUBES DRAIN COOLERS					NAME OF THE PACKAGE & MAIN CONTRACTOR:										
		NPCIL APPROVED VENDOR/ SUB-VENDOR		QAP NO REV NO & DATE:		GHAVP-1&2/QAP/ 43120/00023 REV 00,DATE:18.08.2023					TURBINE ISLAND PACKAGE &								
			NO OF PAGES		PAGE 4 OF 8					BHARAT HEAVY ELECTRICALS LIMITED									
			SL NO	COMPONENT/ OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTU M OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY				REMARK	NAME & SIGNATURE WITH DATE		
1.	2.	3.	4.	5.	6.	7.	8.	9.	P	W	R	H		1	2	3	4		
1.8	DIMENSIONAL INSPECTION	A. OD, THICKNESS, LENGTH, STRAIGHTNESS, EDGE BURRS., SURFACE CONDITION B. CLR, OVALITY, LEG SPACING, PLANE OF BEND (FOR U TUBES)	MAJOR	VISUAL & MEASURT.	100%	AS PER DRAWING	AS PER DRAWING	INSPN. RECORD	3	2*	1		* 10% BY BHEL TPIA						
1.9A	HYDROSTATIC TESTING	PRESSURE, TIME, LEAKAGE	MAJOR	VISUAL	100%	ASTM A1016	ASTM A1016	INSPN. RECORD	3	1,2 *	1		RANDOM 5% WITNESS BY NPCIL						
1.9 B	TUBES	PICKLING AND PASSIVATION	MAJOR	VISUAL	100%	ASTM A1016/MFR STD	ASTM A1016/MFR STD	IR	3	1,2 *	1								
1.10	TEST ON TUBES	a. CHEMICAL COMPOSITION	MAJOR	CHEMICAL	AS PER MATERIAL SPEC	SA688, SA1016 & PO	SA688, SA1016 & PO	INSPN. RECORD	3		1,2								
		b. TENSILE TESTING	MAJOR	MECH.	AS PER MATERIAL SPEC	SA688, SA1016 & PO	SA688, SA1016 & PO	INSPN. RECORD	3	2	1								
		c. HARDNESS TESTING	MAJOR	MECH.	AS PER MATERIAL SPEC	SA688, SA1016 & PO	SA688, SA1016 & PO	INSPN. RECORD	3	2	1								
		d. REVERSE BEND TEST	MAJOR	MECH.	AS PER MATERIAL SPEC	SA688, SA1016 & PO	SA688, SA1016 & PO	INSPN. RECORD	3	2	1								
		e. FLATTENING TEST	MAJOR	MECH.	AS PER MATERIAL SPEC	SA688, SA1016 & PO	SA688, SA1016 & PO	INSPN. RECORD	3	2	1								
		f. FLANGING TEST	MAJOR	MECH.	AS PER MATERIAL SPEC	SA688, SA1016 & PO	SA688, SA1016 & PO	INSPN. RECORD	3	2	1								
		g. INTER GRANULAR CORROSION TESTING	MAJOR	MET.	AS PER MATERIAL SPEC	SA688, SA1016 & PO	SA688, SA1016 & PO	INSPN. RECORD	3	1,2			ONE SAMPLE PER LOT						

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			Worked By: ALOK BEHERA		Checked By: M L RAJAM
			Approved By: B ASHOK KUMAR		
			 ALOK KUMAR BEHERA Manager / Quality Assurance & DE बा.एच.ई.एल., इंदरबाद, BHEL, HYD-32		 Mallarapu Laxmi Rajam उप प्रबंधक / गुणवत्ता आश्वासन Manager / Quality Assurance बा.एच.ई.एल., इंदरबाद, BHEL, HYD-32
					

NPCIL		SUB VENDOR/SUB-CONTRACTOR /MANUFACTURER NAME & ADDRESS	QUALITY ASSURANCE PLAN					PROJECT: GHAVP – 1 & 2																		
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			QAP NO REV NO & DATE:																							
			NO OF PAGES		PAGE 5 OF 8																					
SL NO	COMPONENT/ OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTU M OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY				REMARK	NAME & SIGNATURE WITH DATE												
									P	W	R	H		1	2	3	4									
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.				11	12												
		h. RESIDUAL CHLORIDE	MAJOR	CHEM.	AS PER MATERIAL SPEC	SA688, SA1016 & PO	SA688, SA1016 & PO	INSPN. RECORD	3		1,2															
2.0	PACKING & DESPATCH	VERIFICATION OF ALL TCS FOR COMPLETION.	MAJOR	VISUAL	100%	PO, SPEC, DRG. & QP	PO, SPEC, DRG. & QP	INSPN. RECORD	3		1,2															
		CLEANLINESS OF INSIDE SURFACE OF TUBES	MAJOR	VISUAL	100%	BHEL SPECIFICATION	BHEL SPECIFICATION	--	3																	
		IDENTIFICATION, PRESERVATION & PACKING	MAJOR	VISUAL	100%	PO / DRG	PO / DRG	--	3																	

Notes:

- 1) THE REQUIRED CERTIFICATION FOR HP HEATER U-TUBES FROM IBR IN IBR FORMAT (IF APPLICABLE FOR THE PROJECT) SHALL BE FURNISHED.

MANUFACTURER /SUB VENDOR	LEGEND: A) AGENCY 1) NPCIL / NPCIL AUTHORISED THRID PARTY INSPECTION AGECHNY 2) BHEL /BHEL AUTHORISED THRID PARTY INSPECTION AGECHNY 3) MANUFACTURER/SUB CONTRACTOR/SUB VENDOR 4) APPROVED LAB B) ACTIVITY H: HOLD POINT," P" PERFORMED BY "W" WITNESSED BY AND "R" REVIEW BY AS APPROPRIATE MA-MAJOR, CR-CRITICAL MFR: MANUFACTURER	SEAL & SIGNATURE OF MAIN /PACKAGE CONTRACTOR.		
SEAL SIGNATURE WITH DATE		Worked By: ALOK BEHERA		Checked By: M L RAJAM
		 ALOK KUMAR BEHERA Manager / Quality Assurance & DE बेलारपु लक्ष्मी राजम गुणवत्ता आश्वासन		 Mallarapu Laxmi Rajam गुणवत्ता आश्वासन Manager / Quality Assurance बा.एच.ई.एल. हैदराबाद, BHEL, HYD-32
				

General Requirements for Quality Assurance Plans of Turbine Island Package for GHAVP-1&2

Legends used in Quality Assurance Plan:

W: Witness, not hold, BHEL to give advance notice to customer to associate during checks/tests but work shall proceed.

R: Review of records (by customer as indicated under column 'C').

H / CHP: Customer Hold Point

MTC: Material Test Certificate

Obs. Sheet: Observation Sheet

LS: Log Sheet

COC: Certificate of Compliance

Abbreviations:

CRITICAL:- The characteristic of a component, process or operation failure of which will surely cause operating failure or intermittent troubles which is difficult to rectify at site or render the unit unfit for use or cause safety hazards.

MAJOR :- The characteristic of a component, process or operation whose failure may cause operation failure which cannot be readily corrected at site or cause substandard performance, increased erection and maintenance cost, reduce life or seriously affect aesthetics.

MINOR :- The characteristic of a component, process or operation whose failure neither materially reduce the use ability of the product in operation nor does it affect the aesthetic aspects

1. H / CHP - Customer Hold Point: NPCIL QS witness/clearance is mandatory before proceeding with further activities. This activity shall be kept under hold till inspection clearance or written waiver is obtained from the agency responsible for this stage (NPCIL QS/their authorized representative).
2. 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 (at least 7 days) the start of the operation / test so that the same may be witnessed. The above notice periods are for BHEL shop Manufactured items only. For Sub-Contracted Items notice period for "W" shall be 15 days. The supplier may proceed with the work past a witness point in consultation with NPCIL, QS or their authorised representative.
3. All test reports, test certificates & Quality control records shall be reviewed & accepted by BHEL before submitting the same for the review of NPCIL QS.

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BHEL, BHEL, BHEL-2, BHEL-2

Raj Bhushan

08.10.2022

श्री 6500 10/10/2022
NPCIL 3
मोहडा


N.K. Paul
10.10.2022
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NPCIL

4. Castings shall be procured from NPCIL/BHEL approved Foundries. Pouring for casting (Body & Disc) shall be done along with test bar. First pouring of casting will be witnessed by the supplier/NPCIL approved TPIA & sub-vendor (as applicable). SS casting and forging shall be received in pickled & passivated condition.
7 days in advance intimation shall be given to all agencies.
5. Raw-material on the basis of co-related original material test certificate (MTC) from NPCIL/BHEL approved material manufacturer is acceptable. In absence of co-related material test certificate, all items will be PMI tested for establishing no. of heat/lot. And subsequent further tests as per material standard to be conducted on sample basis. Sampling will be decided on the basis of PMI. The samples for chemical and mechanical tests shall be drawn and witnessed by BHEL/ NPCIL. Approved TPI / NPCIL. Chemical and mechanical tests shall be conducted in NPCIL/NABL approved laboratory only. BHEL QS shall submit all MTCs and test reports after their review & acceptance to NPCIL, QS for final review and clearance. This review/verification & clearance by NPCIL QS is CHP. Stamping of raw material and stamp transfer shall be done by BHEL QS/NPCIL QS.
6. Wherever Customer Hold Point (CHP) is indicated, the supplier is to notify NPCIL QS or its authorised representative at least 7 days in advance. The above notice periods are BHEL shop Manufactured items only. For Sub-Contracted Items notice period for "CHP" shall be 15 days.
7. Sample selection, for random witnessing of the inspection, examination, testing shall be done by NPCIL QS. Sampling plan, unless otherwise indicated, should generally be in accordance with IS 2500, Part-I, AQL:1%, Normal Level-II. (Refer - QAD/MISC/PROC/ SAMPLING /001 Rev.: 0).
8. All the procedures mentioned in the QAP like NDE procedures, hydro test, WPS etc. shall be checked, reviewed and approved by BHEL, before submitting to NPCIL for approval. All NDE procedures shall have approval of Level III qualified personnel and prepared by Level-II person of BHEL/Sub-vendor.
9. The heat treatment furnaces shall have temperature recorder and valid calibration report. Calibration shall be done as per national standard /international standard/ as per NPCIL specification, if specified. All the calibration report will be checked by the NPCIL QS.
10. Calibrated instruments/gauges/thermocouples etc. shall be used during inspection and testing.
11. All NDT shall be carried out by Level-I/Level-II/Level-III & evaluated by Level -II/Level-III qualified person from ISNT/ASNT.
12. Chemicals used for LPT and MPT shall be from NPCIL approved brands only. BHEL will review TC's and reports before submitting to NPCIL.
13. Welding consumables shall be from NPCIL approved brand list. All batches of electrodes shall be tested as per referencing document.
14. Supplier can prepare their own NDE procedures meeting requirement of NPCIL specification and submit for approval. Alternatively, NPCIL procedure can be adopted by the supplier. The supplier shall submit the same and technique sheet along with modification, if any, for approval.
15. Inspection stages in the QAP are considering suppliers are from India based on past experience. In case of foreign suppliers, the QAP remains same, but the stage inspection extent (witness and hold points) may change, based on the type and strength of supplier to be

Brj Ghoshan

08.10.2022

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	<h1 style="margin: 0;">CORPORATE STANDARD</h1>		AA 049 00 02		
			Rev. No. 02		
			PAGE 1 OF 4		
<h2 style="margin: 0;">PRESERVATION, PACKING AND MARKING OF HEAT EXCHANGER TUBES</h2>					
<p>1.0 SCOPE:</p> <p>This standard stipulates the requirements of preservation, packing and marking of ferrous and non ferrous heat exchanger tubes.</p>					
<p>2.0 PRESERVATION:</p>					
<p>2.1 End Caps/Guides:</p> <p>All the tubes shall be provided with plastic end caps of conical shape on both sides, in order to avoid ingress of water and other foreign matter and to serve as a guide for tube insertion through the support plates during assembly of the Heat exchangers.</p> <p>A typical figure of the plastic guide is shown in the fig 2 for guidance.</p>					
<p>2.2 Rust prevention:</p> <p>All carbon steel tubes shall be applied with suitable temporary rust preventive on the outer surface of the tubes and required quantity of rust inhibitive powder shall be inserted inside the tubes before end capping.</p>					
<p>3.0 PACKING:</p>					
<p>3.1 The tubes shall be wrapped with polythene sheet in order to avoid movements and rubbing and packed in wooden cases (as an alternate bubble sheet and thermocol also acceptable) with suitable cushioning materials. The bottom of the case shall be rigid to enable the tubes to maintain straightness. Special lifting tackles, including beams, wherever necessary shall be provided with each case to avoid damage during transit. The case shall be fastened with corner metal plates and nailed at all cleats. The reinforcing bolts shall be bound with band steel.</p> <p>A suitable amount of desiccant such as silica gel shall be placed in each packing box.</p>					
<p>3.2 Each package shall be of convenient weight for ease in handling. The weights shall not exceed 2000 kg (Gross) when tubes longer than 7000 mm are ordered.</p>					
<p>3.3 The recommended packing case design and the method of packing is illustrated in Fig. No.1 Any alternate method of packing shall be submitted to BHEL for approval.</p>					
Revisions : Cl. 18.11.01 of MRC – NFCW+HE			APPROVED : INTERPLANT MATERIAL RATIONALIZATION COMMITTEE-MRC (NFCW+HE)		
Rev. No. 02	Amd.No.	Reaffirmed	Prepared	Issued	Dt. of 1st Issue
Dt: 15.02.2004	Dt :	Year :	HARDWAR	Corp. R&D	APRIL, 1985

**4.0 MARKING:****4.1** Each tube shall be stenciled with the following information:

- a) BHEL order number:
- b) BHEL Specification No.
- c) Melt/Heat No:
- d) Size of tube:
- e) Supplier 's mark

4.2 A metal label shall be securely attached to each packing case, punched with the following details :

- a) BHEL order number:
- b) BHEL Specification No.
- c) Consignment or Identification No.
- d) Size of the tubes and Total weight
- e) Supplier's Name

4.3 The packing case shall be marked with the following symbols in order to avoid damage during transit:

- a) A mark indicating UP-DOWN position of the case.
- b) A mark indicating that the case shall not be given any impact.
- c) A mark indicating that the case shall be kept free from contact with moisture.
- d) A mark showing the slinging position.

5.0 HANDLING AT PORT, SITE, SHOP, ETC., 9INCLUDING TRANSPORTATION):**5.1 Procedure:**

If the tube length is more than 7000 mm invariably beams are ordered by BHEL, two in numbers which are supplied with first consignment by the vendor.

On receipt of consignment at port, boxes and lifting beams shall be inspected. If boxes are found broken, inspection of tubes shall be carried out. Broken box shall be suitably repaired before sending to site. Boxes shall be inspected before loading on the truck/trailer at supplier's works. Repair shall be carried out if required.

Invariably lifting beam shall be used for handling of boxes.

Boxes shall be placed on the floor on supports (at least 300 mm above the floor). Distance between supports shall not be more than 500 mm. While handling /stacking, vertical direction as marked on the box shall be followed.

Boxes shall be stacked on each other in such a way that are upright, straight and not projecting outside the lower box. Normally not more than 3 boxes shall be kept on each other.



CORPORATE STANDARD

AA 049 00 02

Rev. No. 02

PAGE 3 OF 4

5.2 Loading of boxes on trailers/trucks:

Preferably trailer shall be of flat floor and its length shall not less than the box. However, in case it is not feasible, following is recommended:

<u>Box length max. in metres</u>	<u>Floor length not less than in metres</u>
20	18.5
15	14
10	9.5
8	7.6

In case, the floor of trailer/truck is not flat, following procedure shall be adopted:

- Packers of suitable strength shall be placed on the floor such that when boxes are placed, the packer's bottom of the boxes is horizontal.
- Packers shall be placed such that at the driver end, the box projects maximum 300 mm from the support and on the opposite end, it is 300 mm less than end of the floor such that total projection from last support shall not be more than as specified above.
- Boxes shall be placed on each other as specified in clause 5.1. The each vertical row shall be secured tight using ropes /wires and tightened with each other and secured with the trailer floor suitably. The gap between the tightening rope/wire shall not be more than 2 metres.
- Out of two lifting beams, one number shall be sent with first consignment and the second lifting beam with the last consignment.
- Boxes shall be covered with tarpaulin and tightened suitably so as to prevent seepage of water.

5.3 Receipt at site:

The boxes shall be again inspected at the site for any breakage, if found shall be reported back to concerned unit.

The boxes from trailer/truck shall be lifted using lifting beam only supplied with the first and last consignment and stacked in the store in line with clause 5.1.

The boxes shall be covered with tarpaulin to prevent water seeping in the boxes.

6.0 REFERRED STANDARDS (LATEST PUBLICATIONS INCLUDING AMENDMENTS):

NIL

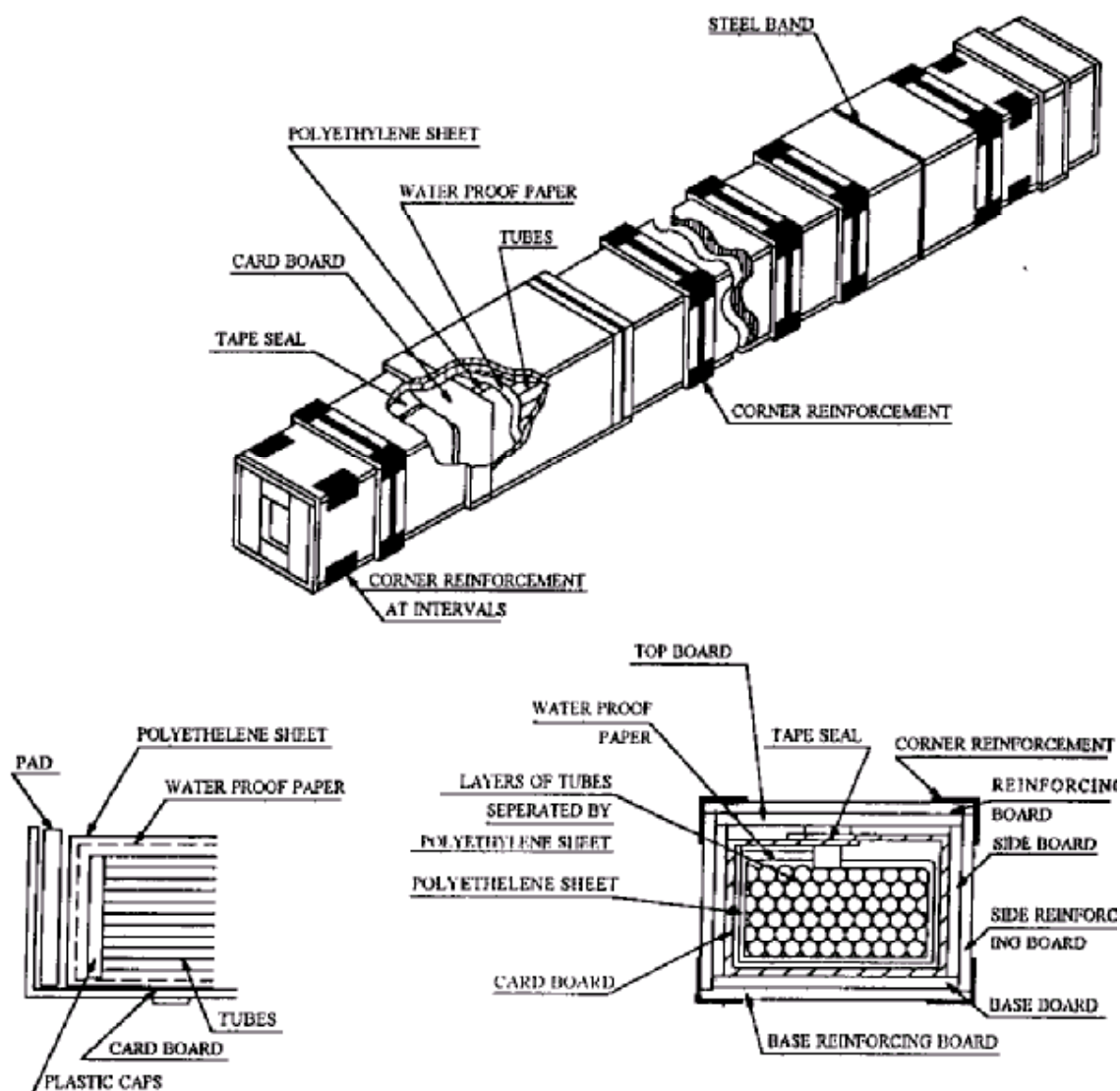


FIG. 1 TYPICAL PACKING OF HEAT EXCHANGER TUBES

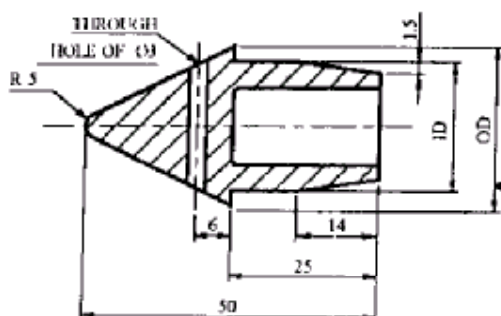


FIG. 2 TYPICAL DRAWING OF CAP FOR TUBE END

(All dimensions are in mm)



(Attachment to Enquiry No. XXXXXXXXXX Due on Date XX.XX.XXXX for submission by 11.00 hrs to open from 14.00 hrs.)

INSTRUCTIONS TO BIDDER (ITB)

NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations, if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as "NON DEVIATABLE".

Sl. No.	DETAILED TERMS & CONDITIONS	BIDDER RESPONSE (YES/NO)	DEVIATIONS / COMMENT
1	SCOPE OF SUPPLY:		
	Signed & Sealed offers are invited for the Scope of Supply of goods or services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer.		
2	DEFINITIONS		
A	'The Buyer' means BHEL-HPEP, Ramachandrapuram, Hyderabad-502 032 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the companies Act having its registered office at BHEL House, Siri fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.		
B	'The Bidder' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the bidder's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or bidder.		
C	'Contract' shall mean and include the Purchase order incorporating various documents viz., Notice Inviting Tender (NIT), Offer, Letter Of Intent/Acceptance (LOI/LOA), Instruction to Bidders (ITB) and Special Conditions of Contract (SCC), specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any, enclosed by Bidder/ provided by the Buyer or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract. In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by Minutes Of Meeting (MOM), NIT, SCC, ITB.		
D	'Parties to the contract' shall mean the bidder and the buyer as named in the main body of the Purchase Order.		
E	'Goods/Material' shall include Works and Services which are incidental or consequential to supply.		
3	GENERAL INSTRUCTIONS:		
A	Mode of submission of offer shall be as indicated in SCC		Non Deviatable
B	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English / Hindi. All Pages of Techno Commercial Bids (Main Pages), ITB, SCC should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final. Prices shall be quoted both in figures and words. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status. Any discount / revised offer / bids submitted by a bidder on his own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.		Non Deviatable
C	Incomplete offers are liable for rejection.		Non Deviatable
D	Bidders to please note that the Terms & conditions contained in this document and SCC are to be read fully before submission of quotations.		Non Deviatable
E	Bidders are advised to comply with ITB and SCC, should there be any deviations (where deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers or load the bid suitably for evaluation.		Non Deviatable
F	Offers shall be submitted directly, only by the bidder or by their authorized representative / agent and the offer should be in line with the regulatory guidelines (i.e. A valid Agency agreement between principal bidder and agent / representative shall be attached and the agreement shall cover the scope of services rendered by Agent, Agency Commission and any other information called for as per the regulatory guidelines). OEM / Mill details shall be provided if bidder is not a manufacturer. Bid envelopes shall bear the name of Bidder. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from bidder name.		Non Deviatable
G	Offer received after the specified time and date of submission will be rejected. No further correspondence shall be entertained.		Non Deviatable
H	Unsolicited offers will not be considered.		Non Deviatable
4	OTHER PARTICULARS (Please indicate applicable data)		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading and Port of Discharge (applicable to imports).		



5	BID SUBMISSION PROCEDURE FOR CONVENTIONAL TENDER:		
A	For Single Part Bids:		
	The complete bid shall be submitted in a single sealed cover superscribing the Tender number and due date, addressed to Sr DGM/CMM, Vendor Complex, BHEL, Hyderabad and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. E- mail bids shall be sent to mail ID pricebid_hyd@bhel.in only as an attachment.		Non Deviatable
B.	For two-Part Bids:		
i	<p>The offer is to be submitted in two parts viz.,</p> <p>Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., Earnest Money Deposit (EMD)(wherever applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission, duties, taxes and other charges, Signed and Stamped ITB and SCC, <u>except the price</u>, shall be kept in a separate sealed cover, superscribing enquiry No. (Techno-Commercial Bid) and due date</p> <p>AND</p> <p>Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover superscribing Enquiry no. (Price bid) & due date.</p> <p>Both the above covers (Part –I & II) shall be kept in a Third cover superscribing Enquiry no. & due date.</p> <p>Bidder can also submit offer through email. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in, and price bid to be submitted to mail ID pricebid_hyd@bhel.in only as an attachment. Interchanging the information in the mails may lead to rejection of the offer. Bidder shall have no claim on e-mail offers sent to any other e-mail ID.</p> <p>In case of e-mail offers, the mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection.</p> <p>All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.</p>		Non Deviatable
ii	The bidders whose bids are techno commercially not accepted will be informed and EMD shall be returned wherever submitted.		
iii	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL , warrant changes in prices.		Non Deviatable
C	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening. Only the price bids of bidder (in case of two part bid) whose techno commercial bids are accepted will be opened later on a specified date.		Non Deviatable
6	DELIVERY TERMS		
A	Indigenous Purchase		
	<p>a. Terms of Delivery for dispatches to BHEL Hyderabad (HPEP) shall be FOR Destination.</p> <p>b. Terms of Delivery for Direct Dispatch (DD) items shall be Ex Works.</p> <p>i. Incase specified in SCC that insurance is in customer/BHEL scope, price quoted shall include Freight charges up to Destination.</p> <p>ii. Otherwise, price quoted shall include Freight and Insurance upto Destination. However, beneficiary for insurance shall be BHEL.</p>		
B.	Imports		
	The goods shall be delivered on FCA capital airport basis in case of freight by Air and CIP basis in case of freight by Sea.		
7	Documentation for Payment		
A	Indigenous Purchase		
	<p>Following documents shall be submitted immediately on dispatch of material to BHEL HPEP / Site</p> <p>a. Original Tax Invoice (Refer ITB clause no 11 for Tax Compliance)</p> <p>b. Packing List - clearly showing number of packages, gross weight and net weight.</p> <p>c. Test/Warranty/Guarantee certificates, O&M Manual (If specified in SCC)</p> <p>d. Insurance intimation/declaration certificate</p> <p>e. Pre-dispatch Inspection report /Third Party Inspection Certificates.</p> <p>f. Consignee copy of LR signed & stamped by Customer/Site representative for DD Items</p> <p>g. e-waybill</p> <p>h. Any other documents as specified in SCC.</p> <p>Softcopies of the above documents shall be uploaded in Pradan portal https://hpep.bhel.com/mm immediately after dispatch of the material.</p>		Non Deviatable

B	<p>Imports</p> <p>i) Bidder shall inform BHEL the readiness of material along with packing details 30 days in advance from the date of delivery. For Hazardous cargo/DG cargo, supplier must provide the following documents prior to handing over shipment to freight forwarder, wherever freight is in BHEL scope:</p> <ol style="list-style-type: none"> 1. Valid MSDS 2. DGD certificate with appropriate UN numbers. 3. Labelling and marking on DG cargo along with photo of packaging. 4. Self-declaration for consignment 5. Packaging Certificate as per DG Standards 6. TSA Approved Truckers details to be provided to forwarder at the time of shipment <p>In addition to the above, supplier should ensure to comply all IATA DG regulations, if any new requirement is added in future.</p> <p>ii). Bidder shall also upload the soft copy of the dispatch documents consisting of BL / AWB, Invoice, delivery note, packing list, country of origin & Test certificates and other documents as specifically indicated in the SCC in PRADAN Portal (https://hpep.bhel.com/mm) within Five days from the B/L date for sea shipment and One day from AWB date for Air shipment and sent to email ids: mssea@bhel.in, msair@bhel.in, cmmfe@bhel.in.</p> <p>iii) AWB/BL must contain the information of BHEL GST no., and PAN no.</p> <p>iv) Air Shipments: Bidder shall ensure the following</p> <ol style="list-style-type: none"> a) Port of discharge -- Mumbai/Chennai/Hyderabad (as indicated in SCC). b) Consignee shall be BHEL, Hyderabad. Material shall be air freighted through cargo mode only and not through Courier. c) Upon handing over the cargo to the forwarder, bidder shall ensure the acknowledgement receipt with wordings "Cargo handed over in sound condition for Air freighting". Note: Warehouse receipt will not be considered for penalty calculations. d) In case of CIF/ shipments, bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within one day from the date of Shipment. e) Following dimensions of single package may be noted. <ol style="list-style-type: none"> i). Maximum dimension of the cargo(ODC) -- 125" x 88" x 63" ii). Maximum weight of the cargo -- 3.5 MT. <p>If any package dimension or weight exceeds the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and bidder shall inform BHEL 30 days in advance to the delivery date to enable BHEL to finalize the freight forwarder.</p> f). If package falls under Hazardous category, bidder shall communicate BHEL 30 days in advance period with document support. <p>v) Sea Shipments:- bidder shall ensure the following</p> <ol style="list-style-type: none"> a). Port of discharge -- Nhavaseva/Mumbai/Chennai. b). Place of Delivery / Final Destination for CIP shipments - Nhavaseva CFS / Chennai CFS. c). In case of FOB shipments, bidder shall handover the material to BHEL nominated forwarder and obtain the cargo receipt. d). If the material cannot be containerized in 20 or 40 GP containers, an advance information of 30 days prior to the delivery date shall be communicated to BHEL for necessary arrangements and finalisation of freight forwarder. e). For CIP shipments <ol style="list-style-type: none"> 1. In case of FCL shipments, Detention free period must be 14 days. 2. Bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within 5 days from the date of Shipment. 3. No charges for the services rendered till place of destination will be payable by BHEL. Incase liner / forwarder insist for charges, not in the scope of BHEL, the same will be adjusted from bidder account. 4. In case of CIF shipments -- Bidder must select a forwarder/liner whose discharge port published tariff for THC and other services is available. Any charges over and above the published tariff will not be borne by BHEL or will be adjusted from the bidder's bill. 5. bidder must insure the cargo for 110% of material value including the freight amount. (vi). Recovery charges for non-submission of documents: - Bidder shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT. <p>If BHEL incurs any charges such as Penalty, demurrage, container detention, wharfage, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/ NIT/Letter of credit, the same shall be recovered from the bidder as under:</p> <ol style="list-style-type: none"> 1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector <p>A. For FOB Sea Consignments:-</p> <p>Penalty for late submission / negotiation of documents beyond 14 days shall be as under:</p>		
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Page 4 of 12

A	<p>Indigenous Purchase</p> <p>i) Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.</p> <p>ii) If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.</p> <p>iii) Bidder to quote the applicable taxes in the following manner:</p> <ul style="list-style-type: none"> - Harmonized System of Nomenclature (HSN) of Goods - Services Accounting Code(SAC) of Services. - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided <p>iv) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.</p> <p>v) In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.</p> <p>vi) Any other taxes & duties not covered anywhere above may be indicated separately.</p> <p>Taxes deducted at source:</p> <ul style="list-style-type: none"> - TDS as per the extant statutes shall be deducted. - In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act. - Concessional certificates, if any, should be provided well in time for lower deduction of tax. 		Non Deviatable
	<p>Terms & Conditions to be complied</p> <p>1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN ie 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.</p> <p>2. Reimbursement of GST amount will be made only upon completion of the following:</p> <ol style="list-style-type: none"> i. Bidder declaring such invoice in their GSTR-1 Return/ IFF ii. Receipt of Goods or Services and Submission of Tax invoice by BHEL iii. The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal. <p>3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.</p> <p>4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.</p> <p>5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.</p> <p>6. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.</p> <p>7. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.</p> <p>8. Vendors who fall under the E-Invoice regulations, i.e., having an annual turnover of Rs. 10 crores (Rs 5 crore w.e.f 01.08.2023) in the previous year shall issue e-invoice in line with Rule 48(4) of CGST Rules failing which GST amount will not be reimbursed to the vendor even if the other requirements are fulfilled.</p> <p>9. In case the vendor is exempted by the GST department under the Rule 48(4) of CGST Rules from issuing E-invoice, a declaration as prescribed in the Notification 17/2022 - Central Tax dated 01-08-2022 shall be provided on the invoice.</p> <p>10. Vendors who do not fall under the E-Invoice regulations, i.e., whose annual turnover is less than Rs. 10 crores (Rs 5 crore w.e.f 01.08.2023) in the previous year have to give an undertaking indemnifying BHEL that the vendor is not falling under the E-invoice requirement category and that in case of any breach of this E-invoicing requirement, the vendor indemnifies BHEL of any consequences that may arise due to such a breach.</p> <p>11. No GST shall be levied on liquidated damages / penalty.</p>		
B.	<p>Foreign Purchase (Imports)</p>		



	<p>The offered price shall be inclusive of all the Taxes and duties as applicable in country of export / country of dispatch for the quoted price.</p> <p>Taxes deducted at source:</p> <p>a. In case of goods or services subject to Income tax in India, such tax as per the extant statute shall be recovered.</p> <p>b. In case bidder does not provide necessary documents for beneficial taxation (Refer clause 7-B-(ix) a-c of ITB), the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		Non Deviatable
12	Payment Terms: Unless otherwise specified in SCC, following shall be the terms of Payment.		
A	<p>Indigenous:</p> <p>a. Micro & Small Enterprises (MSEs) - 100% Direct EFT payment within 45 days</p> <p>b. Medium Enterprises - 100% Direct EFT payment within 60 days</p> <p>c. Non MSME Bidders - 100% direct EFT Payment within 90 Days</p> <p>Note</p> <p>A. Above due date is reckoned from the date of Receipt of material or 15 days from the date of submission of complete set of documents as per PO whichever is later. Payment will be made on acceptance of Material.</p> <p>B. MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL</p> <p>C. The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less.</p> <p>D. Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.</p> <p>E. In case of packaged items, 10% of supply value will be retained till completion of total supplies.</p> <p>F. Bidders to comply with clause 11 on GST requirements</p> <p>G. MSE benefits are not applicable to Traders/Wholesalers registered as MSEs</p>		
B	<p>Imports:</p> <p>i) 100% payment (less Indian Agency Commission, if any) shall be through Wire Transfer with a credit period of 60 days - Cash Against Documents (CAD)</p> <p>ii) In case Bidder opts for Letter of Credit payment, the LC Usance period shall be 90 days with respective bank charges to respective accounts and loading of 0.50%</p> <p>iii) Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate, as on the date of payment after successful completion of the contract.</p>		
C	<p>Conditions for LC:</p> <p>a. LC validity period will be 90 days and for any extension, applicable charges will be to bidder's account.</p> <p>b. LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date. LC will be opened within 15 bank working days from the date of request.</p>		Non Deviatable
D	<p>Conditions for both Indigenous & Foreign Bidders:</p> <p>a. In case Bidders insist for lesser Credit period and BHEL accepts, a loading of 0.60% for every 15 days reduction will be applicable.</p> <p>b. In case PBG as required is not furnished, Payment will be released deducting the BG amount, which will be paid after expiry of warranty period against submission of supplementary claim.</p> <p>c. Payment does not imply in any respect whatsoever a waiver of Buyer's right to performance of the Order. Buyer is entitled to set off claimable debts against claimable liabilities with the bidder by means of a setoff Note.</p>		Non Deviatable
E	<p>Wherever EMD is applicable, the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be retained till submission of Performance Bank Guarantee (PBG).</p> <p>Tender Fee wherever applicable is not refundable.</p> <p>No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.</p>		Non Deviatable

13	Penalty clause:		
	<p>In the event of delay in supply /part-supply of goods, Penalty as detailed below is leviable</p> <p>a. Penalty of 0.5% per week or part there of shall be levied, limited to a max of 10% (ten percent) of delayed portion value / order value (as specified in SCC).</p> <p>b. Penalty applicable for delay in documentation is as per SCC.</p> <p>c. Date Reckoned for Penalty</p> <ul style="list-style-type: none"> - Indigenous Orders with delivery terms FOR HPEP: C Note date. - Indigenous Orders (Others): Date of e-waybill. - Imports: For CIP/CIF Orders: IGM date - Imports: For FOB Orders: AWB / BL date - Imports: For FCA/Ex Work Orders: Date of acknowledgement from Freight Forwarder. <p>d. In case of Deviation to above Penalty clause, loading applicable to the extent to which not agreed by Bidder.</p> <p>e. Timelines as mentioned in the Annexure 1 will be considered for reckoning delivery.</p> <p>Penalty amount so determined along with applicable GST (for Indigenous orders) thereon shall be recovered.</p> <p>Imposition, recovery or settlement of this penalty shall not affect BHEL's right to performance, compensation and termination of the order.</p>		
14	Excess materials supplied beyond tolerance limit as specified in PO will not be paid and bidder may raise credit note for the excess/unaccepted material as per GST law.		Non Deviatable
15	Rejected materials , if any, shall be collected by the bidder within 90 days of such communication to the bidder. Beyond this period the bidder forfeits their right to the materials.		Non Deviatable
16	<p>Guarantee / Warranty Period:</p> <p>Wherever required, and so provided in the specifications/SCC/Purchase Order, the bidder shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance.</p> <p>a. Guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.</p> <p>b. In case erection & commissioning is involved, guarantee period shall be 12 months from the date of commissioning.</p> <p>c. In case of equipment bought as a package which are intended to be incorporated in installations or systems, the guarantee period shall be 12 months from the date of commissioning of such equipment.</p> <p>The guarantee period shall be extended by the period during which the goods are not in compliance. If the delivery is found to be non-complaint, bidder shall replace, repair or re-execute the as requested by BHEL. If the bidder defaults on his obligations, buyer has the right to proceed to replace, repair or re-execute at the bidder's expense.</p> <p>A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.</p> <p>Loading for deviation:</p> <p>In case warranty specified in SCC is over and above the period mentioned in b & c above; loading will be 1% per annum for the deviation in warranty end period, on the contract value. Expected commissioning period is as indicated in SCC.</p>		Non Deviatable
17	<p>PERFORMANCE BANK GUARANTEE (PBG) (Applicable in case mentioned in SCC)</p> <p>In case enquiry specifically spells out PBG requirement, PBG is to be submitted by Bidder in requisite format as per Annexure VII.</p> <p>Further detailing on PBG as specified in SCC.</p> <p>The PBG shall be for the performance of the goods and shall remain binding not withstanding such variations, alterations or extensions of item as may be made, give, conceded or agreed to between the Bidder and BHEL under these Terms and conditions or otherwise.</p>		Non Deviatable
<p>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.18.</p> <p>The Bidders may specifically note the following.</p>			
18	Evaluation and Loading Criteria:		

	<p>i) Evaluation Currency for this tender shall be “INR”.</p> <p>ii) Evaluation of prices shall be done item-wise unless otherwise specified in the SCC.</p> <p>iii) Evaluation shall be on the basis of delivered cost, i.e. “Total Cost to BHEL” w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading).</p> <p>iv) In the course of evaluation, if more than one Bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 Bidders. In case more than one Bidder happens to occupy the L1 status even after soliciting discounts, the L1 Bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 Bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.</p> <p>INDIGENOUS</p> <p>a. Bidder shall ensure to indicate the applicable taxes against each line item, failing which the same will be considered as inclusive/NIL.</p> <p>b. Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 2% of Ex-works value.</p> <p>c. GST and any other charges quoted will be added to the base price. However, in case input credit is available for GST (SGST, CGST/IGST), the same shall be excluded for arriving at “Total Cost to BHEL”</p> <p>IMPORTS</p> <p>For evaluation of offers in foreign currency, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.</p> <p>In case of foreign Bidders, the quoted CIP price shall be loaded by the following factors to arrive at “Total Cost to BHEL”:</p> <p>- Import duty as applicable on the date of Part-I bid opening.</p> <p>- Loading will be as per the table below</p> <table><tr><th></th><th>Ex Works</th><th>FOB/FC A</th><th>CIF/CFR</th><th>CIP</th></tr><tr><td>Foreign Inland freight and insurance</td><td>2%</td><td></td><td></td><td></td></tr><tr><td>Marine freight and marine insurance</td><td>3%</td><td>3%</td><td></td><td></td></tr><tr><td>Destination Port handling charges</td><td>0.50%</td><td>0.50%</td><td>0.50%</td><td></td></tr><tr><td>clearing charges & inland freight and insurance</td><td>2%</td><td>2%</td><td>2%</td><td>2%</td></tr></table> <p>COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL"</p> <p>A. Loading on Deviated Penalty clause shall be 10% or to the extent to which the bidder has opted for deviation.</p> <p>B. Loading for payment terms as per clause 12 of ITB</p> <p>C. Loading for deviation in Warranty & PBG as per clause 16,17.</p>		Ex Works	FOB/FC A	CIF/CFR	CIP	Foreign Inland freight and insurance	2%				Marine freight and marine insurance	3%	3%			Destination Port handling charges	0.50%	0.50%	0.50%		clearing charges & inland freight and insurance	2%	2%	2%	2%
	Ex Works	FOB/FC A	CIF/CFR	CIP																						
Foreign Inland freight and insurance	2%																									
Marine freight and marine insurance	3%	3%																								
Destination Port handling charges	0.50%	0.50%	0.50%																							
clearing charges & inland freight and insurance	2%	2%	2%	2%																						
19	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall 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 from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.																									
20	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.																									
21	INTEGRITY PACT Bidders shall have to enter into Integrity Pact with BHEL as per Annexure VI - for Tender value of rupees two crores and above and shall be signed by the authorized signatory along with the offer, failing which Bidder’s offer will be rejected.																									
22	Public Procurement																									
A	Make in India For this Procurement, the local content to categorize a bidder as a Class I local bidder / Class II local bidder / Non-Local bidder and purchase preference to Class I local bidder, is as defined in Public Procurement (Preference to Make in India) order No P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by DPIIT as amended from time to time. Proforma for self-certification for minimum local content and auditor’s certification is given in Annexure III.																									
B	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 competent authority. GOI website https://www.mea.gov.in/ to be referred for latest details of competent authority and exemptions . Proforma for self-certification for compliance is given in Annexure IV.																									
C	Startups: For Start-ups duly registered with DPIIT (Copy of certificate to be provided), condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications. Startups are exempt from paying EMD.																									
23	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase																									
A	All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying EMD. NSIC/UDYAM registered bidders shall submit NSIC/UDYAM Certificate along with bid documents. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the bidder submits these documents																									

B	In tender, MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. Out of these 25% minimum 3% shall be earmarked for MSEs owned by women and 6.25% for MSEs owned by SC/STs who submit the relevant documents.
C	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
D	BHEL HPEP is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.
24	Inspection Measuring and Test Equipment (IMTE) used by the Bidder/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
25	ISO-9001, ISO14001 & OHSMS 45001 shall be complied.
26	If BHEL registered supplier is not quoting against this NIT, supplier shall send regret letter positively with valid reasons for not participating. Repeated lack of response on the part of supplier may lead to deletion of such registered supplier from BHEL's approved supplier's list as per BHEL SEARP Guidelines.
27	Risk Purchase clause: In case bidder fails/delays to supply whole or part of the ordered items or supplies defective items or fails to fulfil any other terms and conditions given in Purchase Order/Contract, BHEL has the right to terminate the order/contract or withdraw balance scope of work/supply and make the purchase of such material / services from elsewhere at the risk and cost of the defaulted bidder. The bidder is liable for the additional expenditure / difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract. Non-performance of contract attracts penal provisions in line with BHEL guidelines for Suspension of Business Dealings (SBD).
28	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
29	All drawings, patterns and tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must be used only in the execution of BHEL's orders.
30	Any amount payable by the bidder under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the bidder under any other work / contract awarded by BHEL HPEP or any other BHEL Units. This is without prejudice to any other action as may be deemed fit by BHEL.
31	The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, will be rejected. The list of firms banned by BHEL is available on BHEL web site: www.bhel.com
32	Ordering and confirmation of order The bidder shall send the order acceptance within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Buyer. Buyer reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Buyer shall be legally bound, only if agreed for any deviation explicitly in writing. The acceptance of deliverables or supplies by Buyer as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Buyer) from the date of P.O. Buyer, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.
33	Execution The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.
34	Progress Report The bidder shall render such report as to the progress of work and in such form as may be called for by the Buyer from time to time. The submission and acceptance of such reports shall not prejudice the rights of the buyer in any manner. Bidder shall communicate to BHEL immediately, the change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned. Milestones shall be periodically updated by bidder through PRADAN Portal (https://hpep.bhel.com/mm/). Non updation will adversely affect service rating of bidder performance.
35	Non-disclosure Obligations

	<p>Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract.</p> <p>The bidder shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Buyer to erect, commission, operate and maintain the product. Such information and drawings shall be supplied as specified in technical specification.</p> <p>All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party.</p> <p>The bidder shall provide Buyer with all information pertaining to the delivery in so far as it could be of importance to Buyer. The bidder shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Buyer has agreed to this in writing beforehand. The bidder shall not be entitled to use the Buyer's name in advertisements and other commercial publications including website without prior written permission from Buyer.</p> <p>In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non-disclosure agreement to be entered as per Annexure- II wherever applicable.</p>
36	Inspection and Testing
A	The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Buyer prior to shipment and shall comply with relevant requirements. Buyer has the right to inspect at any stage during manufacture/ delivery.
B	<p>Buyer or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the bidder's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the bidder shall obtain for buyer or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the bidder's premises. Such inspection, examination and testing, if made shall not release the bidder from any obligation under the contract.</p> <p>For indigenous bidders all costs related to first inspection request shall be borne by the buyer and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the bidder. In case of imports all inspection charges including third party inspections if any shall be borne by the bidder. The cost of inspection staff/third party specified by the Buyer shall be borne by bidder unless otherwise specifically agreed. If the contract provides for tests on the premises of the bidder or any of his sub-contractor/s, bidder shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently.</p> <p>Cost of any type test or such other special tests shall be borne by the bidder unless otherwise specifically agreed in the contract. The Bidder shall give the authorized representative of the buyer reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure – I, may strictly be complied with for the time lines. Any delay in submission of the documents by the bidder will not alter the delivery date.</p>
37	Quality and Condition of the Deliverables
	The bidder shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to products, packaging and raw and ancillary materials.
38	Packaging and Dispatch
	<p>The bidder shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the NIT shall be fully complied.</p> <p>Each package must be marked with consignee name, address, P.O. number, Package Number, gross weight & net weight, dimensions (L x B x H) and bidder's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list for goods inside each package with P.O. item No. & quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.</p>
39	Contract variations; Increase or decrease in the scope of supply
	<p>Buyer may vary the contracted scope during execution due to exigencies of project requirement.</p> <p>If the bidder is of the opinion that the variation has an effect on the agreed price or delivery period, Buyer shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the bidder. Wherever unit rates are available in the contract, the same shall be applied to such additional work. The bidder shall not perform additional work before buyer has issued written instructions/amendment to the purchase order to that effect. The work which the bidder should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the bidder without any price implication.</p> <p>In case of no change in the scope / technical specifications, bidder shall endeavor to keep the material ready and intimate the same to BHEL within the contractual delivery date, failing which, the delay if any will be attributed to supplier, and any upward price variation thereof for delivery at a later date is not admissible.</p>
40	Rejected/Short shipments/ warranty/guarantee replacements
	In case of any short shipment during initial supply which is subsequently dispatched by the bidder or any guarantee / warranty replacements shall be dispatched on "DDP-Delivered duty paid BHEL stores" basis for imported items and "FOR-BHEL Stores/designated destination" basis for indigenous items.
41	Export Administration Regulations
	If a delivery includes such technology and / or supply that is subjected to the export regulations the bidder shall obtain due permissions, approvals, license etc.
42	Force Majeure

	<p>The bidder shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions.</p> <p>Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the bidder to BHEL by registered letter/courier service immediately without loss of time.</p> <p>In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.</p> <p>In the event of such cancellation the bidder shall refund any amount advanced or paid to the bidder by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.</p>
43	Non-waiver of Defaults
	If any individual provision of the contract is invalid, the other provisions shall not be affected.
44	Settlement of Disputes
	<p>Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final.</p> <p>Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration</p> <p>The bidder shall continue to perform the contract, pending settlement of disputes(s).</p>
45	Conciliation clause
	<p>CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454 . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB</p>
46	ARBITRATION (WITH SOLE ARBITRATOR)
	<p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration . Sole arbitrator to be appointed by Head of the Unit - BHEL , HPEP .</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.</p> <p>The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.</p> <p>Subject to the arbitration in terms of clause 45, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.</p> <p>Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p>
	ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT
	<p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts 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 as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018</p>
47	Applicable Laws and jurisdiction of Courts
	This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.
48	BHEL-Fraud prevention policy shall be adhered to.
	<p>The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>List of nodal officers is hosted on BHEL Hyderabad website https://hpep.bhel.com/.</p>
49	Suspected Cartel Formation
	<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>
50	Conflict of Interest:
	<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>



- 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 authorize only one agent/dealer. There can be only one bid from the following:
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. "

Note: Purchase officer has to fill Annexure-I while sending enquiry

Annexure-I			
Major Activity Timelines shall be considered			
S.No.	Activity	Agency	Timeline
1	PO Acknowledgement	Vendor	<u>7 Days</u> from PO Date
2	Raising of Inspection Call with BHEL TPIA	Vendor	<u>7 Days</u> prior to Inspection date
3	Raising of Inspection Call with End Customer	Vendor	<u>10 Days</u> prior to Inspection date
4	Readiness of material for dispatch (for indigenous)	Vendor	<u>15 Days</u> prior to PO Delivery Date
5	Despatch Instructions	BHEL	<u>3 Days</u> from the date of receipt of Final Inspection report (BHEL TPIA and End Customer).

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

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

ANNEXURE-II

Framework Confidentiality Agreement Cum Undertaking

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

And

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

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

RECITALS

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

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

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

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

1. Definitions:

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

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

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

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

4. **Ownership:**

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

4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of

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

- 4.3 Neither party is obligated by or under this Agreement to purchase from or provide to the other party any service or product and that any such purchase / sale of any product and / or service by one party to the other party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is / has been made well aware and acknowledges that the Technical Information being / which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors /suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the supplier or its employees or sub-contractors / suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights / title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings / documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvements

in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the supplier.

5. Use and Non – Disclosure:

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

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

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

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

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

(a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked

clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.

- (b) With the prior written consent of Company, the supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
- (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

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

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

- 7. The Obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of _____ years from the date when the complete Technical Information has been returned in portions on different dates, the period of ____ years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of _____ years.

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material / documents belonging to him / it or to any other third party.
- c) The Supplier further undertakes that he / it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and / or equipment of the Company, made available to him / it, and undertakes that he / it shall hold the same as a trustee, in capacity of custodian thereof and use / utilise the same solely for the purpose of executing the contract awarded by the Company.
- d) The Supplier further undertakes that he / it shall return all the equipment and / or Technical Information as far as practicable in the same condition in which the same was made available to him / it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and / or Technical Information / improvement thereof. In case any such equipment and / or Technical Information or thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or improvement thereto shall continue to be governed by this Agreement.
- e) The Supplier undertakes to indemnify the Company for all the direct, indirect and / or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and / or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the forgoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take

any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

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

10. Arbitration & Conciliation:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration. Sole arbitrator to be appointed by Head of the Unit - BHEL, HPEP.

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

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

The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.

The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.

Subject to the arbitration in terms of clause 46 of ITB (clause 27 of ATC GeM), the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

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

ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT

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 as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

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 in http://www.bhel.com/index.php/story_details?story=2454 . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB

11. Governing Law & Jurisdiction:

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

SIGNATURE

WITNESSES

1

Name:

Address:

2

Name:

Address:

Annexure - III

Proforma for self-certification by Supplier for minimum local content on their letter head for tender value less than Rs 10 Crore

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified in the policy) for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. _____."

Annexure - IV

Proforma for self-certification by Supplier for Compliance to Clause No 20 (B)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s.... (Name of firm) is **not from such a country/is from such a country** (delete whichever is NOT applicable) and has been duly registered with the Competent authority (delete if NOT applicable) . I hereby certify M/s fulfills all requirements in this regard and is eligible to be considered . (where applicable , valid registration by the competent authority shall be attached)

Sd/-

Authorised Signatory with Stamp

Annexure V

(On Company Letter Head)

FORM NO. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I..... son/daughter of Mr in the capacity of.....
(Designation) do provide the following information, relevant to the previous year **2021-22** in case of for the purposes of sub-section (5) of section 90/section 90A:-

Sl.No.	Nature of information	Details
(i)	Status (individual; company, firm etc.) of the assessee	Company
(ii)	Permanent Account Number (PAN) of the assessee if allotted	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident

(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	<u>2022-23</u>
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable

I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of..... (name of country or specified territory outside India)

Signature:.....

Name:.....

Address:.....

Email ID:.....

Contact Number.....

Permanent Account Number:.....

Verification

I..... do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated. Verified today the..... day of.....

In case the M/s Bharat Heavy Electricals Limited, HPEP, Ramachandrapuram, Hyderabad is declared as an assessee in default due to any misstatement or incorrect declaration, we indemnify M/s Bharat Heavy Electricals Limited from any ensuing consequences thereunder.

Signature of the person providing the information

Place:.....

(On Company Letter Head)

No Business Connection or Permanent Establishment Certificate

Date

To

Bharat Heavy Electricals Limited
Ramachandrapuram, Hyderabad
India - 502032

Sir,

Sub: No Business Connection or Permanent Establishment declaration for FY **2021-22**

This is to certify that (Name of the supplier) is a company incorporated in(country) and does not have any business connection in India as per the provision of Section 9 of the Income Tax Act 1961 or any Permanent Establishment as defined in Article 5 of the India and(country) DTAA.

We hereby certify that we will notify BHEL in case of any change in the status as certified above.

For

Authorised Signatory

(Note – Please refer definition of the Business Connection on reverse and Permanent Establishment in the relevant DTAA)

"Business connection" as defined in Section 9 of the Income Tax Act shall include any business activity carried out through a person who, acting on behalf of the non-resident,—

- (a) has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident or habitually concludes contracts or habitually plays the principal role leading to conclusion of contracts by that non-resident and the contracts are—
 - (i) in the name of the non-resident; or
 - (ii) for the transfer of the ownership of, or for the granting of the right to use, property owned by that non-resident or that non-resident has the right to use; or
 - (iii) for the provision of services by the non-resident; or
- (b) has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or
- (c) habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:

Provided that such business connection shall not include any business activity carried out through a broker, general commission agent or any other agent having an independent status, if such broker, general commission agent or any other agent having an independent status is acting in the ordinary course of his business :

Provided further that where such broker, general commission agent or any other agent works mainly or wholly on behalf of a non-resident (hereafter in this proviso referred to as the principal non-resident) or on behalf of such non-resident and other non-residents which are controlled by the principal non-resident or have a controlling interest in the principal non-resident or are subject to the same common control as the principal non-resident, he shall not be deemed to be a broker, general commission agent or an agent of an independent status

For the removal of doubts, it is hereby clarified with explanation-2A, that the significant economic presence of a non-resident in India shall constitute "business connection" in India and "significant economic presence" for this purpose, shall mean—

- (a) transaction in respect of any goods, services or property carried out by a non-resident in India including provision of download of data or software in India, if the aggregate of payments arising from such transaction or transactions during the previous year exceeds such amount as may be prescribed; or
- (b) systematic and continuous soliciting of business activities or engaging in interaction with such number of users as may be prescribed, in India through digital means:

Provided that the transactions or activities shall constitute significant economic presence in India, whether or not,—

- (i) the agreement for such transactions or activities is entered in India; or
- (ii) the non-resident has a residence or place of business in India; or
- (iii) the non-resident renders services in India:

Thresholds for the purposes of significant economic presence.

11UD. (1) For the purposes of clause (a) of Explanation 2A to clause (i) of sub-section (1) of section 9, the amount of aggregate of payments arising from transaction or transactions in respect of any goods, services or property carried out by a non-resident with any person in India, including provision of download of data or software in India during the previous year, shall be two crore rupees;

(2) For the purposes of clause (b) of Explanation 2A to clause (i) of sub-section (1) of section 9, the number of users with whom systematic and continuous business activities are solicited or who are engaged in interaction shall be three lakhs.

**STANDARD OPERATING PROCEDURE (SOP) FOR IMPLEMENTATION OF RISK & COST
OPTION ON NON-PERFORMING and/or DEFAULTING CONTRACTORS/ SUPPLIERS**

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

Annexure-B

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/ Systems / Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> • Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured) • Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
5.0	Organisational strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	Financial information
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)