

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

**ANNEXURE-D Rev 01
ENQ.No.1402500001**

Dt.04-01-2025

Enquiry Terms & Conditions for Spherical Plain thrust bearing assemblies

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

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

SI No	BHEL Requirements	Supplier Comments		
01	<p>Pre-Qualification Criteria:</p> <p>1.1 Technical: Special Condition Annexure 1</p> <p>1.2 Financial: Special Condition Annexure B</p> <p>1.3 Integrity Pact: Applicable.</p> <p>1.4 Bidder must not be admitted under Corporate Insolvency Resolution Process or Liquidation as on date, by NCLT or any adjudicating authority/authorities, and shall submit undertaking (Annexure-4) to this effect.</p> <p>Explanatory Notes for the PQR:</p> <p>i. Credentials furnished by the bidder against "PRE-QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings as applicable in BHEL.</p> <p>ii. Price Bids of only those bidders shall be opened who stand qualified after compliance of QR – 1.1 to 1.4</p>			
02	<p>Material specification:</p> <p>Supply of Spherical plain thrust bearing Assembly shall be made strictly as per as per specification BHEL: 700MWe: SPH BRNG: Fleet: 001, Drawing no. 1-93-172-05239, Generic QAP ref. W.O. no. D167 to D178-001-1-93-172 and Special condition annexure-1 as mentioned in the enquiry.</p>			
03	<p><u>Specification, Size & Quantity:</u></p> <p>a) All the Spherical plain thrust bearing Assemblies are to be supplied fully meeting the specification BHEL: 700MWe: SPH BRNG: Fleet: 001, Drawing no. 1-93-172-05239, Generic QAP ref. W.O. no. D167 to D178-001-1-93-172 and Special condition annexure-1. If there is any deviation, the same should be mentioned clearly in the offer itself.</p> <p>b) Quantity of the Spherical plaint thrust bearing Assemblies shall be as per tendered quantity and it is not splittable.</p> <table border="1"><tr><td>Spherical plain thrust bearing Assembly BHEL: 700MWe: SPH BRNG: Fleet: 001 Drawing no. 1-93-172-05239</td><td>54 nos</td></tr></table> <p>c) Inspection agency for Indigenous suppliers – BHEL & NPCIL.</p> <p>d) Inspection agency for import suppliers - BHEL & NPCIL or NPCIL appointed third party inspection (TPI) agency.</p> <p>e) Point wise confirmation for Special Condition Annexure 1 (Pre-Qualification Criteria) and manufacturing facility details are to be mandatorily filled & signed by the bidder and to be uploaded in NIC portal (https://eprocurebhel.co.in) along with Technical Bid (Part 1 bid).</p> <p>f) Review, Witness and Hold Points</p>	Spherical plain thrust bearing Assembly BHEL: 700MWe: SPH BRNG: Fleet: 001 Drawing no. 1-93-172-05239	54 nos	
Spherical plain thrust bearing Assembly BHEL: 700MWe: SPH BRNG: Fleet: 001 Drawing no. 1-93-172-05239	54 nos			

	<p>Review – All relevant records pertaining to the process/ activity should be produced to BHEL & NPCIL, as the case may be, for verification.</p> <p>Witness – Witness points are critical steps in manufacturing and examination/ inspection / testing, where the supplier is obliged to notify BHEL & NPCIL, as the case may be, sufficiently in advance of the start of the operation / test so that the same could be witnessed. The supplier may proceed with the work past a witness point, provided BHEL / BHEL & NPCIL, as the case may be, had waived the same or notified to the supplier of the inability to attend it at the scheduled date / even at a later date. However, surprise visit could be made to verify such activity and retest may be demanded in case of any discrepancy. Parallel processing, notwithstanding the waiver of inspection for the current stage of manufacturing/ testing, is not permitted normally, however with written permission of BHEL / BHEL & NPCIL further processing/ activity could be done.</p> <p>Hold – BHEL & NPCIL witness & clearance is mandatory before proceeding with further activity. Under no circumstances further activities should proceed without formal clearance from BHEL & NPCIL for the current stage.”</p>	
04	<p><u>Offer Submission:</u></p> <ul style="list-style-type: none"> a) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only. b) Offer is to be submitted in TWO part bids system (Technical bid + Price bid) in the E-Procurement NIC PORTAL (https://eprocurebhel.co.in) ONLY. c) Scanned copy of the filled Annexure-A, Tender documents etc., shall be uploaded in the EPS portal. d) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, https://eprocurebhel.co.in http://www.bhel.com/tender/ e) Acceptance of offer will be subject to existing customer approval. f) <u>Quoted Currency.</u> Supplier Shall indicate the quoted currency. If there is any discrepancy in the terms quoted in techno-commercial bid and price bid, the terms as per the techno commercial bid (part-1) shall hold good and the commercial term quoted in Price bid (Part-II) shall not be considered. g) The quoted / finalized rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered. 	
05	<p><u>Authorization for participation in EPS portal through DSC: E-Tender. Participation requirements:</u> Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). Suppliers are advised to go through the FAQ available in the web portal (https://eprocurebhel.co.in). DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.</p> <p><u>For foreign Principal</u> In case of Principal (being foreigner), they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage http://www.cca.gov.in/cca/.</p> <p><u>For Indian agent</u> In case of agents participating/registering their DSC (of authorized person), it will be at the sole authorization of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.</p>	
06	<p><u>Validity:</u> The offers shall be kept open for acceptance for 120 days from the date of Part 1 bid opening. Once the tenders are submitted, rates cannot be changed on any grounds.</p>	
07	<p><u>Delivery:</u> The offer shall clearly indicate delivery period in fixed number of weeks/Months for each lot from the date of approval of technical documents and manufacturing clearance.</p> <p>BHEL Delivery Requirement is Four Months from the date of approval of all technical documents.</p> <p><u>NOTE:</u></p> <ul style="list-style-type: none"> a) If the delivery of supply as detailed above gets delayed beyond the delivery period, the Supplier/Vendor shall request for a delivery extension and BHEL at its discretion may extend the Contract. However, if any 'Delivery extension' is granted to the Supplier/Vendor for completion of 	

	supply, due to backlog attributable to the Supplier/Vendor, then it shall be without prejudice to the rights of BHEL to impose LD for the delays attributable to the Supplier/Vendor.	
08	<p>TAXES & DUTIES:</p> <p>INDIGENOUS SUPPLIERS:</p> <p>8.1 The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i.e. amount paid by BHEL + overhead).</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p> <p>8.2 GST (Goods and Services Tax)</p> <p>8.2.1 GST as applicable on output supply (goods/services) are excluded from Supplier/Vendor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p> <p>8.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.</p> <p>8.2.3 Supplier/Vendor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Supplier/Vendor.</p> <p>8.2.4 Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.</p> <p>8.2.5 Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.</p> <p>8.2.6 Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.</p> <p>8.2.7 Supplier/Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.</p> <p>8.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -</p> <ol style="list-style-type: none"> Supply of goods and/or services have been received by BHEL. Original Tax Invoice has been submitted to BHEL. Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder. Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return. 	

- f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier/Vendor.
- g) Supplier/Vendor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

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

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

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

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

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

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

8.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.

8.2.16 Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

8.3 Income Tax:

TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.

8.4 Supplier HSN Code & Applicable GST % (To be filled by Supplier)

IMPORT SUPPLIERS:

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

	<p>Since GST is implemented, the taxes & duties will prevail as per the government notification/ guidelines. Our GST registration no. is 33AAACB4146P2ZL. Suppliers may quote their GST no with valid proof in the quotation. Also before quoting of tender it is suggested to consider all the factors in line with GST guidelines for input tax credit to arrive ranking of quoted suppliers.</p>	
09	<p><u>Indigenous vendors – Terms of delivery:</u></p> <ul style="list-style-type: none"> Bidders should submit their offer on FOR Destination -BHEL Stores, Trichy basis. The quote should be inclusive of all charges, including testing, packing & forwarding, inspection, Insurance etc. (Ex-Works offers will not be considered). The soft copies of the Invoice, LR copy & Test certificates shall be forwarded to BHEL immediately after dispatch. 	
10	<p><u>IMPORT Vendors - Terms of Delivery:</u></p> <ol style="list-style-type: none"> Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LILO – Liner in Liner Out) basis. Port of loading should be indicated without fail. Port of discharge should be Chennai. The preferred shipment mode is “Containerized Cargo or Break Bulk” shall be specified clearly in the offer. <p><u>FOR CFR INCO TERMS – CONTAINERIZED CARGO</u></p> <ol style="list-style-type: none"> For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. In case of shipment through Containers on CFR basis, the BL should bear the endorsement that “14 free days for Container Detention is applicable”. <p><u>BREAKBULK CARGO:</u></p> <ol style="list-style-type: none"> For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. The materials will be Custom cleared from Port itself. <p><u>INFORMATION TO IMPORT SUPPLIERS:</u></p> <ol style="list-style-type: none"> Indian Customs imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. Bill of Entry is Required to be Filed Latest by the End of Day Preceding the Day (including Holidays) of Arrival of the Vessel for sea shipments and by the end of same day on arrival of air shipment. Penalty for not filing Bill of Entry within the specified time period is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge. Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to: <ul style="list-style-type: none"> Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival Discrepancy in documents Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port) All the shipments for the contracts (POs) finalized on CFR -Chennai Port basis <ol style="list-style-type: none"> Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. The detention/demurrage charges arising due to the nomination of containers under single BL to different/ multiple CFS by the liner will be deducted from Vendor’s bills only. The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor’s bills only. Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge no other charges will be borne by BHEL. 	

	<p>(v) The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are:</p> <ul style="list-style-type: none"> a. CIC - Container Imbalance Charges/Surcharges b. EIC - Equipment Imbalance Charge/Surcharges c. CAF - Container/Currency Adjustment Factor d. BAF - Bunker adjustment Factor e. RDS - Rupee Depreciation Surcharge f. CDS - Currency Depreciation Surcharge g. PCS - Port Congestion Surcharge h. LSS - Low Sulphur Surcharge i. Devanning Charges 	
11	<p><u>Transport Conditions for Import:</u></p> <p>The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment.</p> <ul style="list-style-type: none"> a) 14 FREE DAYS for Container detention at final port of destination shall be provided and the same to be endorsed in the Bill of Lading. If there is no free day or less than 14 free days provided by the supplier, the actual cost incurred towards detention charges due to non-availability of above said free days will be recovered from the supplier Invoice. b) In the event of delayed submission of documents/ non-submission of documents by the supplier as per the mutually agreed terms, an amount up to 5% of the invoice value will be retained towards detention/ demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice. c) In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading". d) Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading. e) This is required to ensure avoidance of detention/ demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller. 	
12	<p><u>Acceptance of materials supplied:</u></p> <ul style="list-style-type: none"> a) The supply shall strictly as per the specifications in the tender /purchase order. b) Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items. c) The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e mail within 120 days' from the delivery of items or delivery of the required test certificates /other documents whichever is later. d) In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier. e) In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days/months of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: http://www.bhel.com/vender_registration/vender.php. would be taken against such supplier. 	
13	<p><u>Payment terms:</u></p> <p><u>Indigenous:</u></p> <p>Payment for MSE vendors will be as per MSMED Act, 2006. For Micro & Small Enterprises vendors, BHEL Payment term is 100% direct EFT payment within 45 days from the date of acceptance of materials.</p> <p>For Medium Enterprises, BHEL Payment term is 100% direct EFT payment in 60 days from the date of acceptance of materials.</p> <p>For Non MSME vendors, BHEL Payment term is 100% direct EFT payment after 90 days from the date of acceptance of materials.</p> <p><u>Import:</u></p> <p>BHEL Payment term is 100% payment on CAD basis after 90 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.</p>	

	<p>If supplier insists for LC, Usance LC with 120 days' credit will be opened one month prior to material readiness. Hence supplier shall intimate the material readiness accordingly along with MTC copies for opening of L.C. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account.</p> <p>Expiry of LC will deem any subsequent bill to be cleared against CAD.</p> <p>Any deviation in the above payment term will attract loading as mentioned below: Marginal cost lending rate (MCLR) of SBI (as applicable on the date of bid opening, Techno commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of relaxation sought by bidders.</p> <p><u>New Suppliers:</u></p> <p>For new suppliers not registered with BHEL, Trichy for the product, Payment shall be made 90 days after receipt and acceptance of materials. In case of foreign supplier, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 90 days from the date of receipt & acceptance of material. If insisted for LC, after acceptance of first lot, only Usance LC with 120 days' credit will be opened one month prior to material readiness.</p> <p>Offers with payment terms as Advance Payment & LC at Sight Shall be rejected.</p>	
14	<p><u>Liquidated Damage (Indigenous & Imports):</u></p> <ol style="list-style-type: none"> 1. Time is the essence of the contract. 2. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order. 3. In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions. 4. LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value. 5. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). 6. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. <p>Indigenous: For "FOR Delivery terms", Vehicle / Gate entry date will be taken for LD calculation Import: For CFR terms, BL date will be considered for LD calculation.</p>	
15	<p>BREACH OF CONTRACT, REMEDIES AND TERMINATION:</p> <p>15.1 The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period III. The Supplier/Vendor delivers equipment/ material not of the contracted quality. IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. 	

- X. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

15.2 Remedies in case of Breach of Contract.

- i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a) from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- vii. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- viii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

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

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

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

	<p>LD against delay in executed supply shall be calculated in line with LD clause no. 18.0 below, for the delay attributable to Supplier/Vendor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of supply till termination of contract.</p> <p>Method for calculation of “LD against delay in executed supply in case of termination of contract” is given below.</p> <ol style="list-style-type: none"> Let the time period from scheduled date of start of supply till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 Let the value of executed supply till the time of termination of contract= X Let the Total Executable Value of supply for which inputs/fronts were made available to Supplier/Vendor and were planned for execution till termination of contract = Y Delay in executed supply attributable to Supplier/Vendor i.e. $T2 = [1 - (X/Y)] \times T1$ LD shall be calculated in line with LD clause (clause 18.0) of the Contract for the delay attributable to Supplier/Vendor taking “X” as Contract Value and “T2” as period of delay attributable to Supplier/Vendor. 	
16	<p><u>Warranty:</u></p> <p>Supplier to accept warranty against non-compliance to specification requirements for “18 months from the date of supply or 12 months from the date of commissioning whichever is earlier”.</p> <p>Supplier shall replace defective material free of cost (inclusive of all Testing, Inspection, TPI, Service charges etc.) up to destination within two months from defect notification date.</p>	
17	<p><u>O&M Manual:</u></p> <p>Detailed O&M manuals shall be furnished. Three soft copies of O&M manuals in (CD ROM) compact disc to be submitted.</p>	
18	<p><u>Non-Disclosure Agreement(NDA)</u></p> <p>The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).</p>	
19	<p><u>Patent Right</u></p> <p>The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.</p>	
20	<p>PARTICULARS TO BE FURNISHED BY FOREIGN VENDORS FOR EVALUATION OF BIDS WITH CUSTOMS DUTY BENEFIT</p> <p>A. Whether PTA/ CEPA or any other agreement/treaty between respective Governments/Countries exists and the same is applicable for your supplies w.r.t this Enquired Items/tender.</p> <p>B. If yes, mention the Concessional Customs Duty (Such Duty Benefits)</p> <p>C. Documentary proof for the applicable Concessional Customs Duty (eg. PTA/ CEPA or other agreement) shall be submitted along with the Part-1 bid.</p> <p>D. Relevant documents and details to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents</p> <p>E. In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.</p> <p>Note: Evaluation of the Price bids will be based on the above details only and unless mentioned/furnished by the vendor, Customs Duty benefit will not be applied for evaluation purposes.</p>	<p>VENDOR COMMENTS</p> <p>YES / NO</p> <p>%</p> <p>SUBMITTED/ NOT SUBMITTED</p> <p>CONFIRMED/ NOT CONFIRMED</p> <p>CONFIRMED/ NOT CONFIRMED</p>
21	<p><u>Role of Agents</u></p> <p>a. BHEL strongly discourages the engagement of Agents by foreign principals, to deal with BHEL, in BHEL's tenders.</p> <p>b. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, else offer is liable for rejection. Agency agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same.</p>	

	<p>c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>Vendors/ principals proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian agent.</p>	
22	<p><u>Agency Commission:</u></p> <p>a) If overseas principal has any tie-up with any third party/ agents, it should be declared while submitting offers.</p> <p>b) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariably be shown separately in the Performa invoice and this will be paid by BHEL in India, in Indian rupees, on satisfactory completion of the contract.</p> <p>c) Copies of current agency agreement / authorization letter in respect of agency commission shall be furnished along with offer.</p> <p>d) For calculation of rupee equivalent agency commission, exchange rate as prevailing on the date of order will be taken.</p>	
23	<p><u>Evaluation Criteria:</u></p> <p>The Evaluation Currency for this tender shall be "INR". The offers of vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation process is as detailed below:</p> <p><u>Indigenous:</u></p> <p>Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term & LD (C) – Applicable input tax credit (D) + Inspection loading</p> <p>A. Indigenous vendors submit offers on Free on Road (FOR), Trichy in INR.</p> <p>B. GST and any other charges quoted by indigenous vendors will be added to the base price.</p> <p>C. Loading for payment terms & non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate.</p> <p>D. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost.</p> <p><u>Import:</u></p> <p>Total Landed cost = CFR Rate in INR (A) + Applicable Duties & Taxes (B) + Incidental Charges (C) + Loading for payment term & LD (D) + Inspection Loading - Input Tax Credit (E)</p> <p>A. Import vendors to submit offers on CFR (Cost & Freight), Chennai port (LIFO – Liner In Liner Out) basis in foreign currency, which will be converted to INR by multiplying with the Exchange rate (SBI TT Selling rate) as on the technical bid opening date.</p> <p>B. Customs duty, Safe guard duty, antidumping duty and Goods and Services tax as applicable will be added to the INR price.</p> <p>C. Incidental charges as applicable will be added to the CFR Value. The incidental charge is inclusive of Insurance, port handling charges, & freight charges for movement from Chennai port to BHEL, Trichy.</p> <p>D. Loading for payment terms & Non-acceptance of Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost.</p> <p>E. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost.</p> <p>Note: "In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding".</p> <p><u>Loading for Inspection (For both Import and Indigenous):</u></p> <p>BHEL Personnel (1 Person) will be at vendor works for a period of 60 days for Reviewing / Witnessing of stage wise testing as indicated in Quality Plan. Expense to BHEL for the above mentioned time frame will be loaded to the quoted rate.</p>	

General conditions:

- a) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.
- b) Three sets of documents containing Test certificates, Copies of the approved quality documents and test procedures, DCR and Drawings, etc must be provided along with the supply of materials. Dispatch clearance for material shall be given after acceptance of TC's by BHEL & NPCIL.
- c) Supplier has to submit Quality documents and related test procedures for BHEL and NPCIL approval within two weeks from the placement of Purchase Order.
- d) Shipment of **Spherical plain thrust bearing Assembly** shall be as per the dates mentioned in the enquiry.
- e) For Indigenous supply, chemical composition and mechanical test are to be carried out in NABL accredited laboratory only.
- f) No revision of prices shall be allowed after the tenders are opened.
- g) For the evaluation purposes, exchange rate (TT selling rate of SBI) as on schedule date of tender opening (Part I, i.e technical bid, in case of two part bid) shall be considered.
- h) BHEL will consider the ranking after the loading is applied wherever deviations are observed.
- i) BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- j) In the event of our customer order covering this tender being cancelled / placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender / your purchase order at any stage of execution.
- k) Offer will be evaluated based on Landed cost to BHEL- Trichy on total package basis only.
- l) Vendor should physically weigh the materials before stuffing them into container and incorporate the same in BL and packing slip.
- m) Offers for partial quantities of a given item are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.
- n) No payment will be made for the excess quantity.
- o) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry.
- p) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for registration / evaluation of the bid etc.
- q) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above.
- r) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
- s) This Tender is hosted in EPS portal & offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date & time of the enquiry through **NIC** (<https://eprocurebhel.co.in>) only. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.

For any clarification you can contact to imega@bhel.in, Contact no. **0431 2575458**.

25	Fraud Prevention Policy "The bidder along with its associate/collaborators/sub-contractors /consultants/service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice."									
26	Suspension of Business Dealings with Suppliers/Contractors: The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com . If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India or does anything which is actionable under the Guidelines for suspension of business dealing, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www. bhel.com and/or under applicable legal provisions. Guidelines for suspension of business dealings_is available in the webpage: http://www.bhel.com/vender_registration/vender.php .									
27	Integrity commitment, performance of the contract and punitive action thereof: Commitment by BHEL BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity. Commitment by Bidder/ Supplier/ Contractor <ul style="list-style-type: none">• The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.• The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.• The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.									
28	Cartel Formation: 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.									
29	Integrity Pact (IP): (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. <table border="1"><tr><td>IEM</td><td>Email</td></tr><tr><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr><tr><td>Shri Bhiswamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>Shri Mukesh Mittal, IRS (Retd)</td><td>iem3@bhel.in</td></tr></table> (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing	IEM	Email	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	Shri Bhiswamitra Pandey, IRAS (Retd.)	iem2@bhel.in	Shri Mukesh Mittal, IRS (Retd)	iem3@bhel.in	
IEM	Email									
Shri Otem Dai, IAS (Retd.)	iem1@bhel.in									
Shri Bhiswamitra Pandey, IRAS (Retd.)	iem2@bhel.in									
Shri Mukesh Mittal, IRS (Retd)	iem3@bhel.in									

	<p>(procurement) department's officials whose contact details are provided below: Details of contact person(s):</p> <table><tr><td>Name: R. Meganathan</td><td>Name: P K Ramesh Kumar</td></tr><tr><td>Dept: Materials Management</td><td>Dept: Materials Management</td></tr><tr><td>Address: 4th Floor, 24 Building HPBP, BHEL, Trichy- 620014</td><td>Address: 4th Floor, 24 Building HPBP, BHEL, Trichy-620014</td></tr><tr><td>Email: rmega@bhel.in</td><td>Email: pkramesh@bhel.in</td></tr><tr><td>Phone: 0431-257-5458</td><td>Phone: 0431-257-7701</td></tr></table>	Name: R. Meganathan	Name: P K Ramesh Kumar	Dept: Materials Management	Dept: Materials Management	Address: 4th Floor, 24 Building HPBP, BHEL, Trichy- 620014	Address: 4th Floor, 24 Building HPBP, BHEL, Trichy-620014	Email: rmega@bhel.in	Email: pkramesh@bhel.in	Phone: 0431-257-5458	Phone: 0431-257-7701	
Name: R. Meganathan	Name: P K Ramesh Kumar											
Dept: Materials Management	Dept: Materials Management											
Address: 4th Floor, 24 Building HPBP, BHEL, Trichy- 620014	Address: 4th Floor, 24 Building HPBP, BHEL, Trichy-620014											
Email: rmega@bhel.in	Email: pkramesh@bhel.in											
Phone: 0431-257-5458	Phone: 0431-257-7701											
30	<p><u>Tax Residency Certificate (Import Suppliers)</u></p> <p>As per extant provisions of Income Tax Act,1962 in India, foreign suppliers have to submit the following documents to avail benefits under DTAA at time of each dispatches, failing which TDS will be applicable considering Business Income in India. (Current TDS rate @ 40% as per the extant law provisions) plus applicable surcharge and cess is to be deducted u/s. 195 of I.T Tax Act.</p> <ul style="list-style-type: none">Valid Tax Residency Certificate issued by Govt / Tax agency of country.Form 10F duly filed signed.No PE and No Business connection declaration in supplier's letter head.Declaration of No Significant Economic Presence (SEP) in India as per Indian I.T Rule 11UD & indemnity to pay taxes at later stages on demand. <p>Self-declaration that Non-resident is eligible to obtain benefits of relevant DTAA between India and Supplier's country. (sample copy as per Annexure-DT2)</p>											
31	<p>Settlement of Dispute:</p> <p>If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.</p> <p>If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 21.1</p> <p>31.1 Conciliation:</p> <p>Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).</p> <p>Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p> <p>31.2 ARBITRATION:</p> <p>31.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then,</p>											

	<p>either Party may, refer the disputes to Madras High Court, Arbitration Centre (MHCAC) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>31.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.</p> <p>31.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution- Madras High Court, Arbitration Centre (MHCAC)- and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to Madras High Court, Arbitration Centre (MHCAC)- for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>31.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p> <p>31.2.5 The Arbitration proceedings shall be in English language and the seat of Arbitration shall be Trichy.</p> <p>31.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Trichy.</p> <p>31.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>31.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.</p> <p>31.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.</p> <p>31.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.</p> <p>31.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution</p>	
32	<p>FORCE MAJEURE</p> <p>32.1 "Force Majeure" shall mean circumstance which is:</p> <p>a) beyond control of either of the parties to contract,</p>	

	<p>b) either of the parties could not reasonably have provided against the event before entering into the contract,</p> <p>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</p> <p>d) not substantially attributable to either of the parties and Prevents the performance of the contract, such circumstances include but shall not be limited to:</p> <ol style="list-style-type: none"> War, hostilities, invasion, act of foreign enemies. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. Epidemic, pandemic etc. <p>32.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>32.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>32.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <p>32.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> Constitute a default or breach of the Contract. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. <p>32.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.</p>	
33	<p><u>Execution of the order:</u></p> <ol style="list-style-type: none"> BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. If the inspection fails, the vendor shall offer the material again as per ordered terms and specifications for further inspection. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers. 	
34	<p><u>Set-off Clause:</u></p> <p>BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.</p>	

35	<p><u>Conflict of Interest Among Bidders/Agents:</u></p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none">a. they have controlling partner (s) in common; orb. they receive or have received any direct or indirect subsidy/ financial stake from any of them; orc. they have the same legal representative/agent for purposes of this bid; ord. 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; ore. 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; orf. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:<ul style="list-style-type: none">1. The principal manufacturer directly or through one Indian agent on his behalf; and2. Indian/foreign agent on behalf of only one principal; org. 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; orh. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business in the format provided as Annexure.															
36	<p><u>Caution:</u></p> <ul style="list-style-type: none">a) The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.b) The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.															
37	<p><u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u></p> <p>Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.</p> <table border="1"><thead><tr><th>Type under MSE</th><th>UDYAM No</th><th>SC/ST Owned</th><th>Women Owned</th><th>Others (Excluding SC/ST/Women)</th></tr></thead><tbody><tr><td>Micro</td><td></td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td><td></td></tr></tbody></table> <p>Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.</p> <p>a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission</p>	Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)	Micro					Small				
Type under MSE	UDYAM No	SC/ST Owned	Women Owned	Others (Excluding SC/ST/Women)												
Micro																
Small																

	<p>of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.</p> <p>(Subject to participating MSE vendors meeting the tender requirements of BHEL)</p> <p>a) As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration certificate.</p> <p>b) In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier.</p> <p>c) If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on. Finally, if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor.</p> <p>d) Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%.</p> <p>e) Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006.</p> <p>f) If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.</p> <p>g) In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.</p> <p>h) MSE suppliers can avail the intended benefits only if they submit along with the offer, Valid EM-II certificate along with CA certificate or valid NSIC certificate or UAM certificate along with attested copy of a CA certificate (Format enclosed as below) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.</p>	
38	<p>PREFERENCE TO MAKE IN INDIA:</p> <p>For this procurement, the local content to categorize a Supplier/Vendor as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the GeM Bid, the same shall be applicable even if issued after issue of this GeM Bid, but before opening of Part-II bids against this GeM Bid.</p> <p>38.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of</p>	

	<p>several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -</p> <ol style="list-style-type: none"> An entity incorporated established or registered in such a country; or A subsidiary of an entity incorporated established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. <p>IV. The beneficial owner for the purpose of (III) above will be as under:</p> <ol style="list-style-type: none"> In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation</p> <ol style="list-style-type: none"> "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. <ol style="list-style-type: none"> In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. <ol style="list-style-type: none"> The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids 	
39	<p>NOTES:</p> <ol style="list-style-type: none"> In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. Any deviation from the conditions specified in TECHNO-COMMERCIAL TERMS AND CONDITIONS - Annexure-A, will lead to rejection of offer. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 	

	6. Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.	
40	Enclosures: <ol style="list-style-type: none"> 1) Specification 2) Drawings 3) Pre-Qualification Requirement 4) Generic Quality Plan 5) Integrity Pact 6) Checklist and Annexures 	
<div style="display: flex; align-items: center;"> <div style="margin-right: 20px;"> RAMASAMY MEGANATHAN (On behalf of BHEL) </div> <div> <small>Digitally signed by RAMASAMY MEGANATHAN Date: 2025.01.04 15:44:09 +05'30'</small> </div> </div>		<u>SIGNED BY MANUFACTURER / MILL</u> Name of Mill: Designation / Department: Seal & Signature

Signature Not Verified

Digitally signed by RAMASAMY
MEGANATHAN
Date: 2025.01.04 16:29:08 IST
Location: BHEL

ANNEXURE- 1**CHECK LIST**

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

A	Name and Address of the Supplier		
B	GSTN No. the Supplier (Place of Execution of Purchase Order)		
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable	YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable	YES / NO
iv.	Copy of PAN Card & GST registration	Applicable	YES / NO
v.	Submission of MSE certificate as specified in Tender	Applicable	YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure 2	Applicable	YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure 3	Applicable	YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure 4	Applicable	YES / NO
ix.	Declaration by Authorized Signatory as per Annexure 5	Applicable	YES / NO
x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure 6	Applicable	YES / NO
xi.	Submission of Non-Disclosure Certificate as per Annexure 7	Applicable	YES / NO
xii.	Submission of Integrity Pact as specified in Tender as per Annexure 8	Applicable	YES / NO

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

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

DATE:

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

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

Offer Reference No:

Date:

To,

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

Dear Sir,

Sub: Submission of Offer against Enquiry No:

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

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

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

Authorised Representative of Bidder Signature:

Name:

Address:

Place:

Date:

CERTIFICATE OF NO DEVIATION

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

To,

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

Dear Sir,

Subject: **No Deviation Certificate**

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

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

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

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

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

Thanking you,

Yours faithfully,

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

Date:

Place:

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: Enquiry No:

I/We,

declare that,

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

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

Place:

Date:

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

To,

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

Dear Sir,

Sub: Declaration by Authorised Signatory

Ref: 1) Enquiry No:

2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

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

To,

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

Dear Sir,

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

Ref : 1) Enquiry No:

2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

NON-DISCLOSURE CERTIFICATE

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

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

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

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

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

Date:

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

**RAMASAMY
MEGANATHAN**

Digitally signed by
RAMASAMY MEGANATHAN
Date: 2024.05.09 14:59:26
+05'30'

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place _____

Date _____

PUTHIYA VEETIL
KAVERY RAMESH KUMAR

Digitally signed by PUTHIYA
VEETIL KAVERY RAMESH KUMAR
Date: 2024.05.16 11:37:07 +05'30'

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

Clause on IP in the tender

“Integrity Pact (IP)”

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

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bhiswamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)

Name: R Meganathan
Deptt: Materials Management
Address: 24 Building, BHEL Trichy
Phone: (Landline/ Mobile)
0431 2575458 / 9488823129
Email: rmega@bhel.in

(2)

Name: P K Ramesh Kumar
Deptt: Materials Management
Address: 24 Building, BHEL Trichy
Phone: (Landline/ Mobile)
0431 2577701 / 9442233579
Email: pkramesh@bhel.in

DECLARATION

Date: _____

To,

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

Dear Sir/ Madam,

Sub: Details of related firms and their area of activities

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

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

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

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) Enquiry No _____

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

Tick (✓) any one as applicable

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

OR

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

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

Note:

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

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 AND SUBSEQUENT ORDER(S)
(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

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

Dear Sir,

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

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

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

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

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Thanking you,
Yours faithfully,

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

** - Strike out whichever is not applicable.

Note:

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

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

To,

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

Dear Sir,

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

Ref: 1) Enquiry No: _____

2) All other pertinent issues till date

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

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

Thanking you,

Yours faithfully,

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

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

BANK ACCOUNT DETAILS FOR E-PAYMENT

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

1. Beneficiary Name :

2. Beneficiary Account No. :

3. Bank Name & Branch :

4. City/Place :

5. 9 digit MICR Code of Bank Branch :

6. IFSC Code of Bank Branch :

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

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

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

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

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

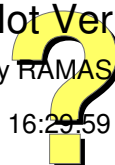
Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

Signature Not Verified

Digitally signed by RAMASAMY
MEGANATHAN
Date: 2025.01.04 16:29:59 IST
Location: BHEL



SPECIAL CONDITIONS ANNEXURE - 1

PR No. 138400159, Dated: 09.11.2024

1. Open tender process is followed.
2. The supplier shall have the capacity and experience to manufacture / produce the items as per NPCIL approved specification / drawing and shall have the capability and experience to produce the item as per the quality standards intended in NPCIL approved specification. It may please be noted that the material will be accepted based on NPCIL approved specifications/drawings only.
3. The supplier shall submit - information on various facilities available with them for fabrication, examination and testing of the components, list of reference indicating supplies of component / similar component made earlier along with credentials such as the unpriced P.O., Signed Test Certificates and Shipping release document/ supply invoice copy/ bill of lading/ delivery challan. All the key persons, engineers, supervisors, line managers employed shall have adequate knowledge of nuclear work culture.
4. Offers received will be evaluated by BHEL. Final acceptance of the Technical Bid however, is based on NPCIL recommendation.
5. Quantities given in the indent, may be revised (increased or decreased by 30%), based on BHEL/NPCIL requirements. Quantity being procured will be confirmed before price bid opening.
6. **BHEL/NPCIL will not provide End Use and End User Certificates** for supplies of the indented items.
7. Supplier should conform to the requirements of:
Spherical thrust bearing assembly as per Specification no. **BHEL: 700MWe: SPH BRNG: FLEET: 001/Latest Revision**, Drawing no. **1-93-172-05239/Latest Revision**, Generic QAP ref. no. **BHEL: QAP: SPH BRNG: 001/Latest Revision**.
8. Supplier to give clause by clause confirmation for all relevant clauses mentioned in the respective technical specifications.
9. Supplier has to submit their Quality Assurance Plan (QAP), related test procedures, drawings and other documents based on the generalized QAP provided for approval from BHEL & NPCIL.
10. The actual production of material is permitted only after approval of Quality Assurance Plan (QAP) and test procedures by BHEL and NPCIL.

M. Arun Kumar
11/11/2024
M. ARUN KUMAR
Manager
Engg & RPD / ATP
BHEL, TRICHY - 620 014

SPECIAL CONDITIONS ANNEXURE - 1

PR No. 138400159, Dated: 09.11.2024

11. Inspection agencies for indigenous supply of materials are BHEL and NPCIL.
Inspection agency for imported supplies are BHEL and NPCIL/ third party inspection (TPI) agency appointed/ authorized by NPCIL.
12. Chemical composition and mechanical tests to be carried out in NABL accredited (or) ISO/IEC 17025 compliant laboratories by supplier.
13. Supplier shall submit Test Certificates of finished materials for our review.
Dispatch clearance will be given after acceptance of Test Certificates by BHEL & NPCIL.
14. Three sets of documents containing (i) Test Certificates, (ii) Approved quality documents and test procedures, (iii) Design Change Requisitions (if any) and (iv) Drawings etc. to be provided along with the supply of items.
15. Supplier to guarantee for the products supplied for a period of 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.
16. Supplier to submit his Technical and Commercial Bid conforming to all the above points.
17. The generic quality plan provided is tentative for offer submission. The stages of inspection and the requirement of review, witness & hold may have minor changes during review of QAP after P.O.
18. The supplier shall confirm for the radiation testing of one bearing as well as type testing of the same bearing (which will not form part of actual supply) in their technical bid.


M. ARUN KUMAR
Manager
Engg & RPD / ATP
BHEL, TRICHY - 620 014

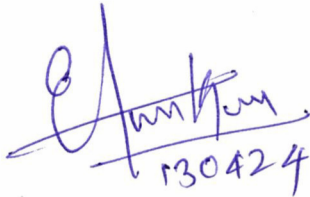
SPECIAL CONDITIONS ANNEXURE – B

PR No. 135713555, Dated: 13-04-2024

Requirements of Financial Soundness:

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

This Special Condition Annexure-B (Financial Soundness) along with Special Condition Annexure-1 (Technical Qualification requirements) together will form the Pre-Qualification requirements for this PR.





130424

E. ARUN KUMAR
Deputy Manager
Engg & RPD / ATP.
BHEL, TRICHY - 620 014

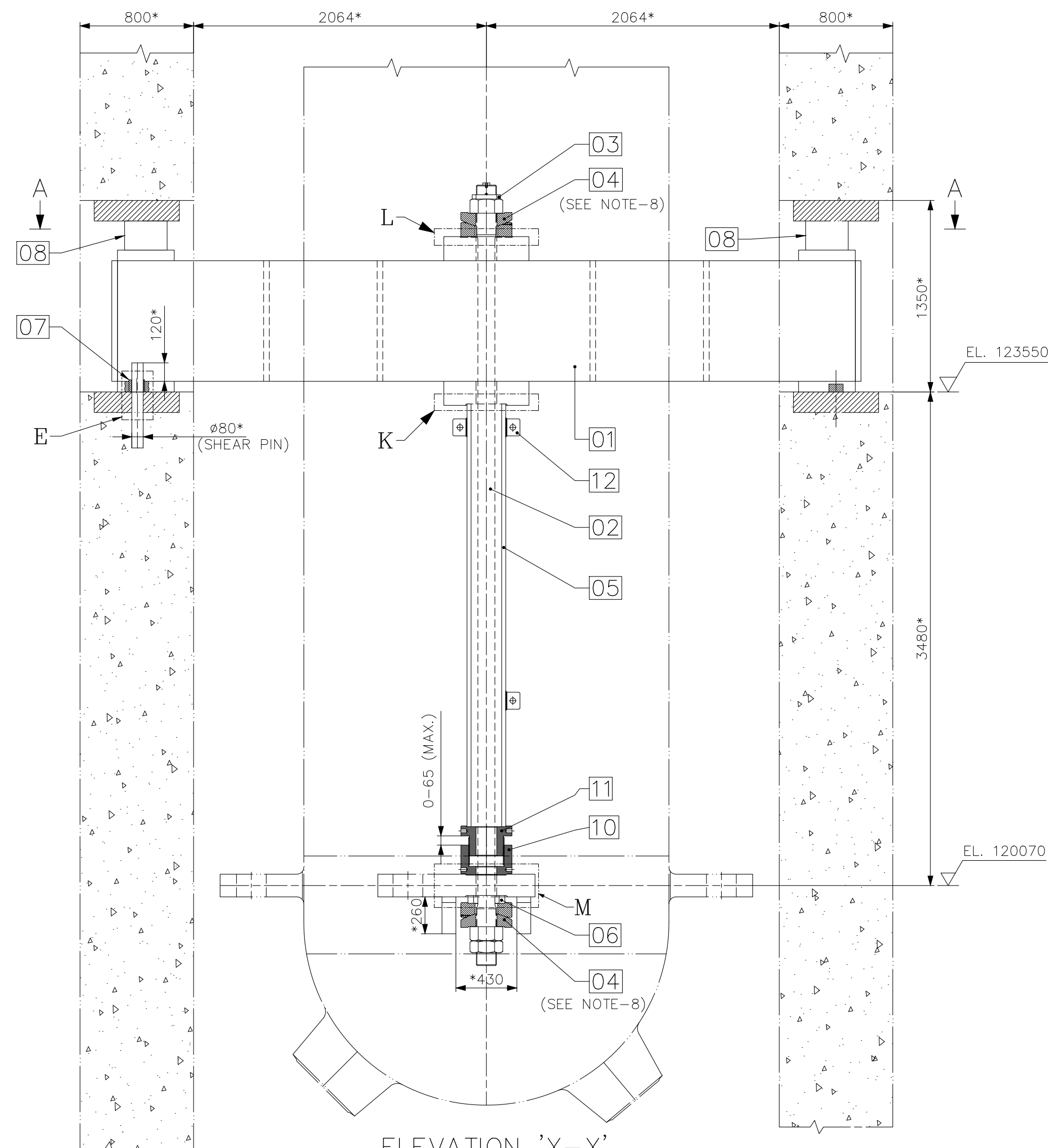


15. THE MATCHING COMPONENTS SHALL BE MODIFIED IF REQUIRED, BASED ON THE FINAL DIMENSIONS OF THIS COMPONENT SUBJECT TO NPCIL APPROVAL.

23. * DIMENSIONS ARE APPROXIMATE.

TYPE OF PRODUCT		700MWe STEAM GENERATOR						
OR NAME OF		W.O.No. D167-001-1-93-172-FLEET						
CUSTOMER/PROJECT		(Customer Drg.: 700FLEET/3311/4230/DD/REV.01)						
	Bharat Heavy Electricals Ltd UNIT: HIGH PRESSURE BOILER PLANT TIRUCHIRAPALLI - 620014			DRN	NAME NKK	SIGNATURE <i>NKK</i>	DATE 040821	NO. OF VAR
				CHD	MAK/EARUN	<i>MAK</i>	050821	
				APFD	M.A	<i>M.A</i>	060821	
05-227/D								
DEPT. NC	GRADE OF UNTRD DIM C/M/F		SCALE NTS	WEIGHT (Kg)	REF TO ASSY / OLD DWG		ITEM NO	NO OF ITEMS
CODE 150								
TITLE SPHERICAL BEARING ASSEMBLY				CARD CODE U 01	DRAWING NO : 1-93-172-05239			REV 01

DRAWING NO: 1-93-172-05289



**Advanced Technology Product
High Pressure Boiler Plant
Tiruchirappalli – 620 014**

**Specification for Plain Thrust Spherical Bearing Assembly
of Steam Generator's Vertical Support**

Specification No.: BHEL: 700MWe: SPH BRNG: FLEET: 001

Contract	:	Nuclear Power Corporation of India Limited (NPCIL)
Project	:	Fleet 700 MWe Steam Generator
Work Order	:	D167 to D178-001-1-93-172-FLEET

BHEL / ATP - Engineering			NPCIL
Prepared by:	Reviewed by:	Approved by:	
Shamna Raj P Engr.	Nithin K Krishnan Sr.Engr.	M Arun Kumar Dy.Mgr.	

Signature
17/05/2023
M. ARUN KUMAR
Deputy Manager
Engg & RPD / ATP
TIRUCHIRAPPALLI - 620 014

REVISIONS			
REVISION No.	DATE	DESCRIPTION	ORIGINATOR
00	30.08.2022	Initial Issue	M.Arun kumar
01	17.05.2022	Revised incorporating customer comments	M.Arun kumar

TABLE OF CONTENTS

1.0	INSTRUCTIONS TO SUPPLIER	3
2.0	SCOPE OF EQUIPMENT TO BE SUPPLIED BY SUPPLIER.....	5
3.0	PLAIN THRUST SPHERICAL BEARING FUNCTIONAL REQUIREMENT	6
4.0	PLAIN THRUST SPHERICAL BEARING CONSTRUCTIONAL REQUIREMENT	7
5.0	DESIGN LOAD DETAILS	10
6.0	DRAWINGS AND DOCUMENTATION & REPORTS	11
7.0	IDENTIFICATION AND PACKAGING	12
8.0	SUPPLIER DATA SHEET(s).....	12
	APPENDIX A – LOCATION OF THRUST BEARING.....	14

1.0 INSTRUCTIONS TO SUPPLIER

- 1.1 This specification covers the technical requirements for design, procurement of materials, manufacture/fabrication, inspection, testing, guarantee, packing and supply of self-lubricating plain thrust spherical bearing assembly for 700MWe Steam Generator Support.
- 1.2 The requirements covered under this specification represents the minimum requirements and shall be fully met with.
- 1.3 This Engineering Specification is applicable for all the orders for plain thrust spherical bearing assembly to be placed under this enquiry.
- 1.4 No End User Certificate will be furnished by BHEL/NPCIL.
- 1.5 The Supplier shall complete and submit the Supplier Data Sheets and guarantees as per Section 8.0 of this specification with the equipment offered in full conformance with the specification. All omissions or exceptions to the requirements of this specification must be included in the EXCEPTIONS TO THE SPECIFICATION section of the Supplier data sheet(s). Without the complete data sheets and the EXCEPTIONS TO THE SPECIFICATION sheets, the proposal will not be evaluated.
- 1.6 The Supplier shall be governed by the following regulations, Codes, and standards, including their respective addenda, amendments, and errata. The design, fabrication, examination and testing shall be as per the latest edition of ASME Sec-III, Sub section –NF, Class-1 supports.

ASME Boiler & Pressure Vessel Code.

- Section II - Material Specification
- Section III Subsection NF - Components Support
- Section V - Non-Destructive Examination
- Section III Division 1 - Appendices

ISO Standards

- ISO 12240-3:1998 (Edn.) Spherical plain bearings — Part 3: Thrust spherical plain bearings.
- The applicable material standard shall be followed.

Also, the corresponding material standard of the material shall be referred by the supplier in their documents.

- 1.7 Supplier will defend any suit or proceeding brought against, and will protect, indemnify, save and hold harmless BHEL from and against all liabilities, awards, judgments, losses, costs and expenses (including reasonable attorney's fees) which BHEL incurs or to which BHEL becomes subject, in each case to the extent (i) arising from a claim that any Product or related materials or parts thereof constitute an infringement of any intellectual property or other proprietary right of a third party; or (ii) arising from or relating to any claim that the receipt and use of Products or parts/spares/tools /technical literature /drawings and diagrams thereof or any information provided by Supplier constitute violation of any rights of third party provided under the respective intellectual property laws.

2.0 SCOPE OF EQUIPMENT TO BE SUPPLIED BY SUPPLIER

Each Plain Thrust Spherical Bearing Assembly Set shall include, but is not limited to, the following components.

- Top Spherical Washer
- Bottom Spherical Washer

Important Note:

The configuration of Plain Thrust Spherical Bearing Assembly shall be machined as per BHEL drawing no.: 1-93-172-05239 / latest revision requirements. The dimensions on the spherical mating surface are subject to confirmation from the supplier. Supplier to confirm the overall dimensions (Diameter, Height & Hole size) and surface finish of plain thrust washer indicated in the drawing. Details of greasing groove dimensions are suggestive in nature and to be confirmed by the supplier based on his design and experience. Workmanship and fabrication shall be of high quality and in accordance with best practices permitted to use in the Modern Nuclear Power Plant and shall conform to the requirement of ASME Sec-III, Sub Section-NF (Latest Edition).

Assemblies shall be supplied along with the following.

- a) Quantity shall be as per Tender enquiry
- b) Supplier to include in their scope of supply, if any, complete one set of special tools required for installation and / or maintenance of the Spherical Washer Assembly.
- c) Engineering Drawings & Inspection Reports (The inspection report must be approved by the purchaser and the report shall accompany the thrust spherical bearing when they are shipped)
- d) Type Test Report (One set of bearing, type tested shall not form part of supply)

3.0 PLAIN THRUST SPHERICAL BEARING FUNCTIONAL REQUIREMENT

- 3.1 The Steam Generator is supported in vertical direction from two Girder Beam Assembly resting on the concrete wall. The support arrangement consists of Hanger Rod assembly which connects the girder with Steam Generator lugs at the bottom. The vertical load (self-weight of the Steam Generator, piping reactions, seismic load) will be taken by these two hanger rods. Two set of Spherical Washer Assembly are provided per hanger rod (See Drawing No.: **1-93-172-05239** / latest revision)
- 3.2 The purpose of the specified bearing provisions in the Hanger Rod Assembly is to ensure verticality of Steam Generator while safely transmitting the forces due to self-weight of Steam Generator including those arising due to thermal expansion, earthquakes and pipe rupture events as specified in design data of section 5.0 from the supporting lug of steam generator to Girder Beam Arrangement. The thrust bearing assembly is subjected to constant angular and oscillatory motion under specified forces during its lifetime.
- 3.3 The bottom Spherical bearings are retained in their hanger rod position by lock nut arrangement. The top Spherical bearing is retained by nut, filling washer and split pin arrangement.
- 3.4 During normal operations, Spherical bearings at both ends of hanger rods are provided to accommodate the marginal angular rotation of the Steam Generator due to the thermal expansion of connected piping.
- 3.5 The Spherical Washer Assembly should be designed for 40 years of effective service life without maintenance and for operation with the rated loads and cycles provided in design data of section 5. .

4.0 PLAIN THRUST SPHERICAL BEARING CONSTRUCTIONAL REQUIREMENT

- 4.1 Material of top and bottom washer of Spherical Washer Assembly shall be in forged round condition. The material grades 817M40 (EN 24) or 34CrNiMo6 (EN 10269:1.6582) are suggested for top and bottom washer respectively. However, the supplier may select equivalent or superior material and material combination for meeting the functional requirement. The material shall be melted to the fine grain melting practice and vacuum degassed and shall be fully killed.
- 4.2 Spherical Washer Assembly Chemical properties and Mechanical properties shall comply with 817M40 (EN 24) or 34CrNiMo6 (EN 10269:1.6582) or the equivalent or superior material grade standards.
- 4.2.1 Impact test shall be carried out as per applicable material specification. Additionally impact test for all materials shall be carried out at 0°C as per ASME Sec.III Sub Sec. NF-2300.
- 4.3 All material shall be subjected to Non-Destructive examination viz. Visual, Liquid penetrant/ Magnetic particle examination and 100% Ultrasonic examination as per ASME Sec. III Sub Sec.NF (Latest Edition).
- 4.4.1 Liquid penetrant examination and Magnetic particle examination shall be according to NF-2583.
Acceptance standard: Linear non-axial indications are unacceptable. Linear axial indications greater than 25 mm in length are unacceptable.
- 4.4.2 Ultrasonic examination shall be according to NF-2584.
- a) Ultrasonic Method. Examination shall be carried out by the straight beam, radial scan method.
 - b) Examination Procedure. Examination shall be performed at a nominal frequency of 2.25 MHz with a search unit not to exceed 650 mm² area.
 - c) Calibration of Equipment. Calibration sensitivity shall be established by adjustment of the instruments so that the first back reflection is 75% to 90% of full screen height.
 - d) Acceptance Standards. Any discontinuity that causes an indication in excess of 20% of the height of the first back reflection or any discontinuity which prevents the production of a first back reflection of 50% of the 0 calibration amplitude is not acceptable.
-

- 4.5 Heat Treatment of Bottom and Top bearing components shall be carried out as per NF-2180 after proof machining keeping required minimum material on all dimensions.
- 4.6 The bottom washer shall have hardness between HRC 20 to 25 and the top washer shall have hardness between HRC 35 to 40. The hardness test shall be done according to the standard specified in the material specification to confirm the above hardness values. These values are only recommended. However, the supplier may provide suitable material combination meeting requirements of the specification.
- 4.7 Final machining shall be carried out after Heat Treatment to meet the final dimension. Axis of both top and bottom part of Spherical Washer Assembly set shall be concentric within 0.2mm.
Tolerance on open dimensions shall be in accordance with IS: 2102 (Part-2,"Medium".
- 4.8 Components shall be subjected to Visual and Liquid penetrant examinations as per approved procedure after machining.
Acceptance Standard for visual examination: No visible cracks or pores are acceptable.
- 4.9 Sliding surface (mating surface) concave / convex shall be lapped to the surface finish of not greater than 1.6 microns and at least 90% bearing contact shall be ensured in each Spherical Bearing Assembly set in final assembly. Then, each assembly shall be identified with proper numbering as pair.
- 4.10 Type test of Spherical Washer Assembly:
- a) Spherical washer assembly is expected to allow movement under specified loads and displacements for Design/Level-A (1000 cycles), Level-B (50 cycles), Level-C/D (10 cycles)
 - b) Suitable tests shall be carried out to demonstrate the above functionality on sample spherical washer assembly. Test scheme/procedure shall be subject to BHEL & NPCIL approval. The above functionality test shall be carried out after radiation testing of the item.
 - c) Test shall also be carried out to demonstrate rocking of the Spherical Washer Assembly at the Design load / Level-A load to the angle of 1°.
 - d) After testing, the mating surfaces shall be subject to visual and surface examination to ensure there is no appreciable degradation to affect the functionality.
-

- e) The Spherical Washer Assembly set subjected to type testing shall not be part of supply.

4.11 Workmanship

Workmanship and fabrication shall be of high quality and in accordance with the best practices pertinent to use in a modern nuclear power plant and shall confirm to the requirements for class I component supports as per ASME Sec. III, sub section NF.

4.12 Quality Control (QC) and Quality Assurance

All quality control and quality assurance procedures shall conform to ASME Section III, Division I, Sub section NCA-3800 and NCA-4000 (Latest Edition).

Supplier shall submit a detailed Quality Assurance Plan (QAP) for approval of purchaser / NPCIL.

QAP should describe general practice and sequences of activities (such as non-destructive testing of material, fabrication, inspection heat treatment, control, etc.) to be performed during manufacture of items.

4.13 Spare & Special Tools

Supplier shall supply, if any, complete one set of special tools and spare parts required for installation and / or maintenance of the special spherical bearing.

5.0 DESIGN LOAD DETAILS

Design Conditions					
Loading Conditions	Units	Load	Displacement in mm (Swing angle * in °)		Cycles
			East-west	North-South	
Design / Level- A	tons	192	+/- 10 (0.12°)	+/- 10 (0.12°)	1000
Level B	tons	280	+/- 15 (0.18°)	+/- 15 (0.18°)	50
Level C	tons	340	+/- 20 (0.24°)	+/- 20 (0.24°)	10
Level D	tons	422	+/- 20 (0.24°)	+/- 20 (0.24°)	10
Operating Conditions					
Temperature	Spherical washer shall be in contact with sleeve which is in contact with SG lug (~ Temperature 200°C) at an ambient temperature of 80°C during normal operation. Ambient temperature during accidental condition shall peak to 175°C within ~ 30 seconds and reduce to 80°C within approx. 3 hours' time.				
Humidity	%	Max 100%			
Environment	Radiation: It shall be designed to withstand Gamma and Neutron radiation accumulated dose of 20 mrad over 40 years without degradation in performance.				
*→ These are displacements at SG bottom support lug i.e. at bottom spherical bearing assembly with respect to top spherical bearing assembly.					

6.0 DRAWINGS AND DOCUMENTATION & REPORTS

6.1 Submitted with Quotation

- 6.1.1 The Supplier to provide dimensional outline drawings of the bearing. The drawings to contain material combination, overall dimensions, finish, lubrication/ coating type, mounting connections, clearances required for proper installation and state the weights of all major components.
- 6.1.2 List of special tools and equipment as required for assembling, complete dismantling, and maintenance of all equipment supplied.
- 6.1.3 QAP for Purchaser's review.
- 6.1.4 Clause to clause acceptance for the specification.

6.2 Submitted During Contract

- 6.2.1 Detailed engineering arrangement drawings of the bearing assembly unit including interface information, etc. All materials shall be readily identifiable on Supplier's drawings specifically in Bill of Material.
- 6.2.2 All the fabrication drawings to be submitted to purchaser for approval before commencement of fabrication of Spherical Washer Assembly.
- 6.2.3 The quality plan to be submitted by supplier for purchaser's **approval prior to manufacture.**
- 6.2.4 Heat Treatment procedure to be submitted by supplier for purchaser's approval.
- 6.2.5 Non Destructives Examination (NDE) procedure for Penetrant test and Ultrasonic Examination of forged round bar to be submitted by supplier in line with annexure for purchaser's **approval prior to manufacture.**
- 6.2.6 Type testing procedure with supporting drawings shall be submitted for purchaser's **approval prior to manufacture.**
- 6.2.7 **The following documents need to be submitted prior to dispatch clearance**
 - 6.2.7.1 As-built drawing for each Spherical Washer Assembly
 - 6.2.7.2 Material test certificates
 - 6.2.7.3 Inspection reports as per quality plans as approved by purchaser or his authorized agency before shipment of the bearing assembly

7.0 IDENTIFICATION AND PACKAGING

Identification marking and packaging shall be done as specified below.

- 7.1 Each bearing housing to be marked by electro etching or by any other suitable permanent marking method with following information as minimum.
- a) Manufacturer's Name and Year of Manufacture
 - b) Material Specification
 - c) Part Number and / or Serial Number
 - d) Purchaser order / or Work Order number
 - e) Design Load and References of National & International standards.
- 7.2 All surfaces of the bearing assembly should be cleaned and should be free of oil, grease and other impurities before packing. Packing should be suitable for tropical conditions and protect the bearings and accessory parts against external damage during normal handling and shipping. It should be capable of withstanding storage period of about four years before its installation in the plant. Packaging shall be marked for identification, contents, destination, consignee and degree of handling care.

8.0 SUPPLIER DATA SHEET(s)

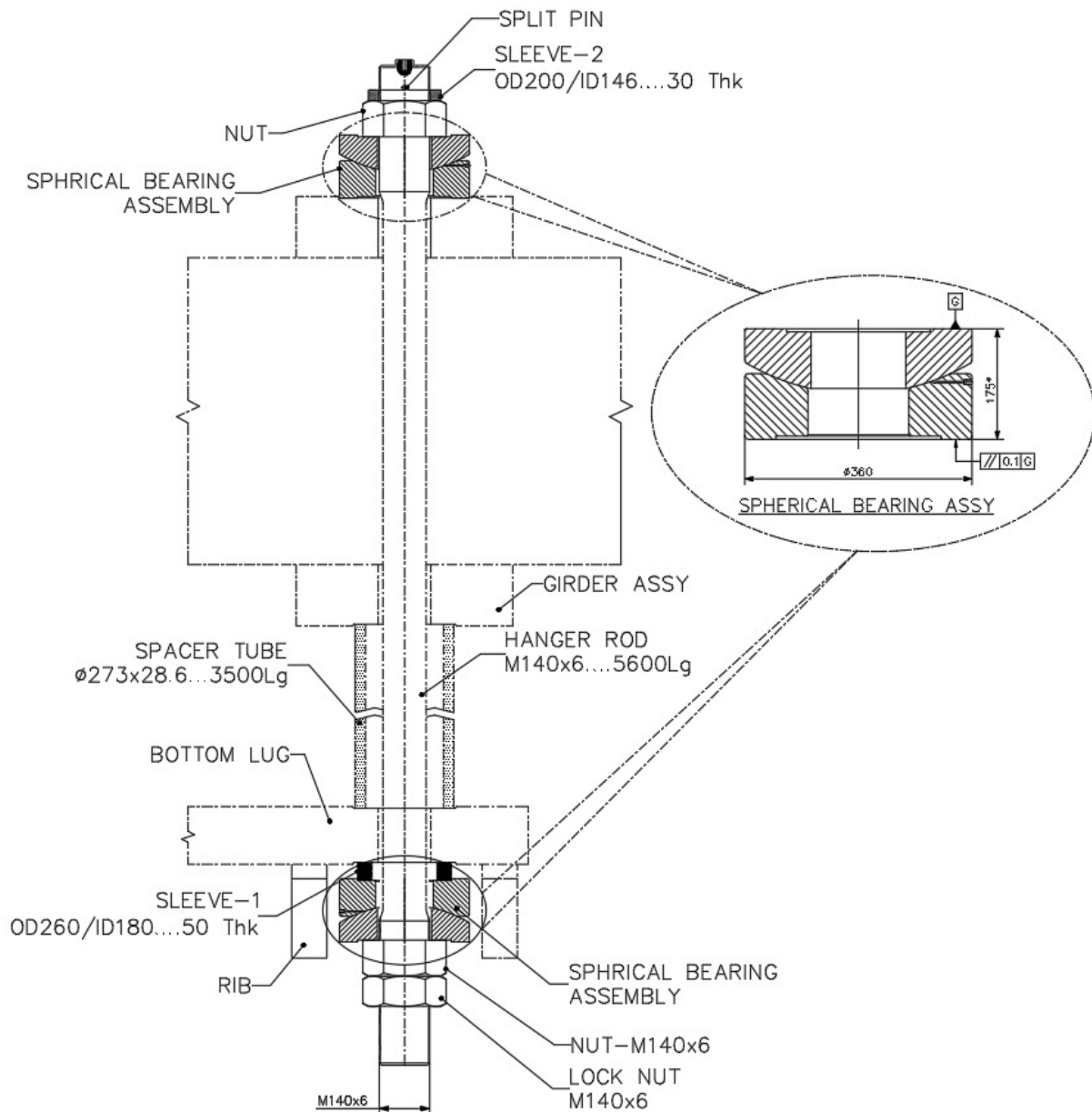
Design & Constructional Data			
Parameter	Units	Value	Remarks
Bearing Constructional Details			
Top Spherical Washer Material			
Top Spherical Washer Material Hardness	HRC		
Bottom Spherical Washer Material			
Bottom Spherical Washer Material Hardness	HRC		
Dimensional Details			
Overall bearing height	mm		
Bearing Area	mm ²		
Bearing Design Data			
Type of Arrangement		Spherical	
Co-efficient of friction for the given load and operating conditions			
Performance Data			
Type test Load	Ton	422	Level D
Allowable Max. Angular Movement	Degree	1	
Operating Temperature range	°C		

Note: Exceptions to the Specification

We have conformed to Sections 1.0 through 7.0 and Drg. no.: **1-93-172-05239** / Latest revision except as specifically noted as follows:

Enquiry Specification		Deviation	Accepted by BHEL
Clause No	Requirement		
			Yes/ No

Appendix A – Location of Thrust bearing



Supplier's LOGO	Supplier's Name and Address		Generic Quality Plan for Plain Thrust Spherical Bearing Assembly					Project: FLEET 700MWe SG				
			Item: Spherical Thrust Washer Material: To be specified by supplier Sub-system: Steam Generator	QP No.: To be filled by Supplier Rev. No.: To be filled by Supplier Date: To be filled by Supplier Page No: 1 of 4			W.O.: D167 to D178-001-1-93-172 P.O No: To be filled Dated :					
Sl. No	Component & Operations	Characteristics	Type of Check	Quantum Of check	Reference Document	Acceptance Norms	Format of Record		Agency M B N			Remarks
1.	2.	3.	4.	5.	6.	7.	8.	D *	9. **			10.
1.0	Raw Material (forged rod):											
1.1	Testing	Chemical (Ladle)	T.C. Verification	Sample/ heat	As per specification & Applicable standard	TC	√	P	R	R	Refer note-1 & 2	
1.2		Mechanical (including impact at 0°C)	Physical	Sample/ heat/ HT batch	As per specification, Applicable standard & MSTP	RD	√	P	H	R	Refer note-1 & 2	
1.3		Chemical (Product)	Physical	Sample/ Heat	As per specification, Applicable standard & MSTP	RD		P	H	R	Refer note-2	
2.0	Testing of raw material											
2.1	Ultrasonic testing of blanks	Material Integrity	NDE of metal	100%	As per specification & approved UT procedure	RD	√	P	H	R	Refer note- 7	
2.2	Proof Machining	Machining	Measurement	100%	As per specification	RD	√	P	R	R		
2.3	Heat Treatment	HT	Review of HT chart	100%	As per specification and HT Plan	RD	√	P	W	R	Refer Note - 4	

				LEGEND: * RECORDS, IDENTIFIED WITH "TICK" (√) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION. ** M: SUPPLIER B: BHEL, N: NPCIL/TPI P: PERFORM R: REVIEW W: WITNESS AND H: HOLD TC: TEST CERTIFICATE RD: RECORD HD: HISTORY DOCKET IR: INSPECTION REPORT	
Prepared	Reviewed & Approved	Reviewed & Approved	Reviewed & Approved		
SUPPLIER'S NAME: To be filled		BHEL	NPCIL		

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Supplier's LOGO	Supplier's Name and Address		Generic Quality Plan for Plain Thrust Spherical Bearing Assembly					Project: FLEET 700MWe SG				
			Item: Spherical Thrust Washer Material: To be specified by supplier Sub-system: Steam Generator		QP No.: To be filled by Supplier Rev. No.: To be filled by Supplier Date: To be filled by Supplier Page No: 2 of 4			W.O.: D167 to D178-001-1-93-172 P.O No: To be filled Dated :				
Sl. No	Component & Operations	Characteristics	Type of Check	Quantum Of check	Reference Document	Acceptance Norms	Format of Record	Agency			Remarks	
								M	B	N		
3.0	Bottom Washer :											
3.1	Machining of bottom washer	Machining	Measurement of all dimensions	100%	As per Approved Drawing		IR	--	P	R	R	
3.2	Turning of spherical face (included bent plates)	Turning	Measurement of all dimensions	100%	As per Approved Drawing		IR	--	P	R	R	
3.3	Visual Check examination of bottom washer spherical face	Visual	Visual	100%	Free from Visual Defects		IR	--	p	H	R	
3.4	MT examination of bottom washer (before drilling of assembly holes)	Material Integrity	NDE of metal	100%	As per specification & approved MT procedure (procedure indicating the size & shape of the product at the time of NDE will be submitted for review & approval)		RD	√	P	H	R	
3.5	Hardness check	Hardness measurement	Hardness	100%	As per standard, ASTM A 370 & Specification		IR	√	P	H	R	
3.6	Dimension check after drilling of Assembly hole	Dimension check	Dimensions as per drawing	100%	As per Approved Drawing		IR	√	P	H	R	

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Supplier's LOGO	Supplier's Name and Address		Generic Quality Plan for Plain Thrust Spherical Bearing Assembly					Project: FLEET 700MWe SG				
			Item: Spherical Thrust Washer Material: To be specified by supplier Sub-system: Steam Generator		QP No.: To be filled by Supplier Rev. No.: To be filled by Supplier Date: To be filled by Supplier Page No: 3 of 4			W.O.: D167 to D178-001-1-93-172 P.O No: To be filled Dated :				
Sl. No	Component & Operations	Characteristics	Type of Check	Quantum Of check	Reference Document	Acceptance Norms	Format of Record		Agency			Remarks
									M	B	N	
3.7	MT examination of bottom washer (after drilling of assembly holes)	Material Integrity	NDE of metal	100%	As per specification & approved MT procedure		RD	√	P	H	R	Refer note-5,6 & 7
4.0	Top Washer :											
4.1	Machining of top washer	Machining	Measurement	100%	As per Approved Drawing		IR	--	P	R	R	
4.2	Turning of spherical face	Turning	Measurement of all dimensions	100%	As per Approved Drawing		IR	--	P	R	R	
4.3	Visual Check examination of top washer spherical face	Visual	Visual	100%	Free from Visual Defects		IR	--	p	H	R	
4.4	MT examination of top washer	Material Integrity	NDE of metal	100%	As per specification & approved MT procedure (procedure indicating the size & shape of the product at the time of NDE will be submitted for review & approval)		RD	√	P	H	R	Refer note-5,6 & 7

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Supplier's LOGO	Supplier's Name and Address		Generic Quality Plan for Plain Thrust Spherical Bearing Assembly					Project: FLEET 700MWe SG				
			Item: Spherical Thrust Washer Material: To be specified by supplier Sub-system: Steam Generator		QP No.: To be filled by Supplier Rev. No.: To be filled by Supplier Date: To be filled by Supplier Page No: 4 of 4			W.O.: D167 to D178-001-1-93-172 P.O No: To be filled Dated :				
Sl. No	Component & Operations	Characteristics	Type of Check	Quantum Of check	Reference Document	Acceptance Norms	Format of Record		Agency			Remarks
									M	B	N	
4.5	Hardness check	Hardness measurement	Hardness	100%	As per standard, ASTM A 370 & Specification		IR	√	P	H	R	Refer note-5
4.6	Dimension check after drilling of Assembly hole	Dimension check	Dimensions as per drawing	100%	As per Approved Drawing		IR	√	P	H	R	
4.7	MT examination of top washer (after drilling of assembly holes)	Material Integrity	NDE of metal	100%	As per specification & approved MT procedure		RD	√	P	H	R	Refer note-5,6 & 7
5.0	Assembly of top and bottom washer :											
5.1	Lapping of convex & concave portions of bottom and top washer	Lapping	Visual check , Surface finish & Blue matching	100%	As per specification to meet 90% contact area.		IR	--	P	H	R	Refer note- 9
5.2	Assembly of top & bottom washer	Final Dimension	Height & dimensions	100%	As per Approved Drawing		IR	--	P	H	R	Refer note- 9
6.0	Radiation testing	Performance	Radiation test	1/each melt of forged rod & each HT batch	As per specification to withstand Gamma & Neutron radiation accumulated dose of 20mrads over 40 years		IR	--	P	R	R	

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Supplier's LOGO	Supplier's Name and Address		Generic Quality Plan for Plain Thrust Spherical Bearing Assembly					Project: FLEET 700MWe SG				
			Item: Spherical Thrust Washer Material: To be specified by supplier Sub-system: Steam Generator		QP No.: To be filled by Supplier Rev. No.: To be filled by Supplier Date: To be filled by Supplier Page No: 5 of 4			W.O.: D167 to D178-001-1-93-172 P.O No: To be filled Dated :				
Sl. No	Component & Operations	Characteristics	Type of Check	Quantum Of check	Reference Document	Acceptance Norms	Format of Record		Agency			Remarks
									M	B	N	
7.0	Type testing	Performance	Type test	1/each melt of forged rod & each HT batch	As per approved procedure		IR	--	P	H	R	The item subjected to type test, shall not be a part of supply.
8.0	Marking	Specification, Grade, Melt No, SI No, Supplier's Seal, Inspector Seal	Visual & Record verification	100%	Identification as per specification		IR	--	P	H	R	
9.0	Packaging	Rigidity	Verification and Visual	100%	As per approved procedure		IR	--	P	H	R	---
10.0	Documentation	Compilation of documents & issue of release note	Verification	100%	As per P.O		HD	--	P	H	R	---


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Prepared	Reviewed & Approved	Reviewed & Approved	Reviewed & Approved	
SUPPLIER'S NAME: To be filled		BHEL	NPCIL	

Supplier's LOGO	Supplier's Name and Address	Generic Quality Plan for Plain Thrust Spherical Bearing Assembly		Project: FLEET 700MWe SG
		Item: Spherical Thrust Washer Material: To be specified by supplier Sub-system: Steam Generator	QP No.: To be filled by Supplier Rev. No.: To be filled by Supplier Date: To be filled by Supplier Page No: 6 of 4	W.O.: D167 to D178-001-1-93-172 P.O No: To be filled Dated :

Note:

1. The manufacturing process shall be fully killed & vacuum degassed.
2. Co-related original material test certificate is acceptable. In the absence of co-related material test certificate, sample per lot (lot means, all material having same heat mark / material specification requirements) for chemical and physical test shall be drawn and witnessed by BHEL. All material verification reports and test reports as per material specification shall be submitted to NPCIL for checking / verification and clearance. The MSTP (Material Sampling and Testing Plan) indicating the orientation, location & size of test specimens for all the applicable tests as per Fig.-2 of EN 10088-3 will be submitted for BHEL & NPCIL approval and testing will be done as per the same.
3. Stamping of raw material and stamp transfer shall be done by BHEL.
4. Heat treatment shall be carried out in calibrated furnaces. Heat treatment shall be carried out in calibrated furnaces. HT plan indicating the condition of HT and stage of HT will be submitted for approval. HT chart will be submitted for approval. Also the calibration certificates of recorders, controllers, TCs also will be submitted for review.
5. Calibrated instruments shall be used for inspection, examination and testing.
6. NPCIL approved consumables for magnetic particle examination shall be used.
7. Nondestructive examinations shall be done by qualified personnel as per minimum Level-II of ISNT or ASNT.
8. Hardening of bottom washer shall be done, only if the material hardness is outside the range specified. Signed HT Chart shall be submitted in case of heat treatment.
9. Axis of both top & bottom part of spherical washer assembly set shall be concentric within 0.2mm. At least 90% bearing contact shall be ensured in each spherical bearing assembly set in final assembly. Also parallelism of both top & bottom washers shall be within 0.2mm as indicated in drawing. Further each assembly shall be identified with proper numbering as pair.
10. Stage wise inspection documents shall be concluded/completed with signature of all inspection agencies including NPCIL QS, before taking up and presenting the next stage for inspection.
11. It is certified that M/s. BHEL has incorporated all the technical requirements as per P.O., specifications & drawings.

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Prepared	Reviewed & Approved	Reviewed & Approved	Reviewed & Approved	
SUPPLIER'S NAME: To be filled	BHEL	NPCIL		