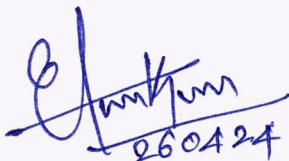


## SPECIAL CONDITION ANNEXURE - A

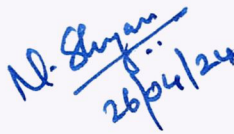
**PR No. 135800204**

1. The indented items are required for NPCIL/GHAVP & Fleet 700MWe Steam Generator Project.
2. Two-part bid. Open tender to be floated.
3. **End Use and End User Certificates will not be provided.**
4. Supply of carbon steel plate for structural application - ASME Sec III-NF Class-1 support, as per ASME Sec II A-SA516 Gr 70 and technical specification TDCAT:03 Rev 01(Applicable for Fleet SG also). Supplier to confirm.
5. Supplier to give clause by clause confirmation for all clauses mentioned in TDCAT:03 Rev 01. Deviations shall be mentioned in the offer itself.
6. For offer acceptance suppliers should have the capability and experience to produce SA-515/SA-516 plate material. Supplier should have supplied SA-515/SA-516 plate material for nuclear application / Nuclear Power Corporation of India Limited / any Thermal Power station/ Industrial boiler application.
7. **As a documentary proof of supplier's experience** in manufacturing SA-515/SA-516 plate material, supplier shall submit the unpriced P.O., Signed Test Certificates (Signed by Customer/TPI)/ Shipping release document/ supply invoice copy with specifications and details of customer shall be submitted along with the offer.
8. Offers received will be evaluated by BHEL and NPCIL. Final acceptance of the offers will be based on NPCIL recommendation.
9. Supplier has to submit Quality Documents– Quality Assurance Plan (QAP), Manufacturing Process Plan (MPP) and associated procedures, Material Sampling and Testing Plan (MSTP) and related test procedures, NDE procedures & Technique Sheets, Report formats 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.
11. Inspection agency for imports are BHEL & NPCIL or NPCIL approved third party inspection (TPI) agency. Inspection agency for indigenous supply are BHEL and NPCIL.
12. Due to stringent quality requirements, offers from traders/dealers/distributors/stockist shall not be entertained and will not be considered for evaluation.

  
26/04/24

Engineering

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

  
26/04/24

Quality Assurance

**M. SHYAM SUNDAR**  
Manager  
Quality Assurance  
BHEL, TRICHY - 620 014

  
28/04/24

Material Planning

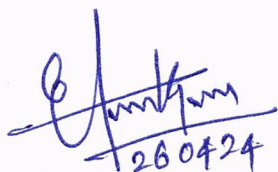
**K.S. SARATH BABU**  
Engineer  
Mati. Planning / ATP  
BHEL, TRICHY - 620 014.

## SPECIAL CONDITION ANNEXURE - A

PR No. 135800204

13. Chemical composition and mechanical tests shall be carried out in labs certified as per ISO/IEC 17025 or NABL / Government approved labs.
14. Supplier shall submit Test Certificates of finished material for our review. Dispatch clearance will be given after acceptance of Test Certificates by BHEL & NPCIL.
15. Documentation: Three sets of documents containing (i.) Test Certificates and respective test reports (ii.) copies of the approved quality documents and test procedure, (iii.) design change requisitions (if any) and (iv.) Drawing etc. to be provided along with the supply of items.
16. Tolerance in total weight to the extent of + /- 5% is acceptable in order to meet specific requirement given in PR line item as the weight is based on theoretical calculations.
17. Supplier shall submit their QA Manual/Quality Manual in line with ISO 9001 (Latest version) for review and acceptance by BHEL.
18. Supplier to submit his technical and commercial bid conforming to the above points as given in this annexure.

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26/04/24

Engineering

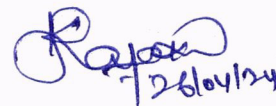
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Deputy Manager  
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26/04/24

Quality Assurance

**M. SHYAM SUNDAR**  
Manager  
Quality Assurance  
BHEL, TRICHY - 620 014



26/04/24

Material Planning

**K.S. SARATH BABU**  
Engineer  
Matl. Planning / ATP  
BHEL, TRICHY - 620 014.

## **SPECIAL CONDITION ANNEXURE - B**

### **Requirements of Financial Soundness:**

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

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

\*\*\*\*\*

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



BHEL, Tiruchirappalli – 14.  
Quality Assurance  
Technical Delivery Conditions

Doc No: TDCAT:3 Rev 01

Page 1 of 3

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

(W.O: D157 - D160 – 700MWe SG)

NPCIL Project: GHAVP-1&2

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

Rev No	Date	Prepared	Reviewed			Approved
		QA	QA	Engg/ATP	MP/ATP	QA
00	06.11.2019	Nithin.O.R	S.Lakshmi	S.Lakshminarasimhan	R. Ananthakrishnan	JVV Aruna Kumar
01	13-03-2021	 Nithin.O.R	 Arun Kumar E	 Seikholien Haokip	 S. Lakshmi	 S. Lakshmi

Rev 00: First Issue

Rev 01: Modified: Heading, Clauses 1.0, 2.0, 4.0, 5.0, 7.0 & 9.2

Added: Clauses: 9.1, 11.0 & "Annexure-1 of TDC:AT03" for NDE requirements.

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

☒ अनुमोदित / APPROVED

☐ टिप्पणी के अनुसार अनुमोदित / APPROVED AS NOTED

☐ सफ़ाई को आगे बढ़ाए / रोके ।

☒ PROCEED WITH / HOLD FABRICATION

☐ अंतिम दस्तावेज़ों एवं प्रतियों भेजे ।

☐ SEND FINAL TRANSPARENCIES & PRINTS

☐ संशोधन करें एवं अनुमोदन के लिए पुनः प्रस्तुत करें।

☐ REVISE AND RESUBMIT FOR APPROVAL

जांचकर्ता  
CHECKED BY  
  
25/09/21

समीक्षकर्ता  
REVIEWED BY  
  
22-10-21

अनुमोदन कर्ता  
APPROVED BY  
  
22/10/2021

किसी आनेवाले कार्य का अनुमोदन आपूर्तिकर्ता को निर्दिष्टनों के अनुसार  
भारती के उत्तरदायित्व से मुक्त नहीं करता ।  
Approval of the work to be done does not relieve the supplier of  
the obligation to supply according to specifications.



## 1.0 MATERIAL

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

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

## 2.0 CHEMICAL COMPOSITION & PROCESS

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

## 3.0 SUPPLY CONDITION (DELIVERY CONDITION):

- a) ASME Sec IIA-SA516Gr70: Thickness up to and including 16 mm shall be supplied in as-rolled or normalized or stress relieved condition. Thickness more than 16 mm shall be supplied in Normalized condition only.

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

- a) For ASME Sec IIA-SA516Gr70: All mandatory mechanical tests as per material specification. Additionally, Impact test shall be carried out at 0°C as per ASME Sec –III NF:2300 for plates having thickness  $> 16$  mm.
- b) Product analysis (chemical analysis) shall be done as per SA516Gr70 & Supplementary requirement S2 of ASME Sec IIA- SA20.
- c) Micro structure: Micro structure & grain size shall be reported and photograph shall be included in TC.

## 5.0 NON DESTRUCTIVE TEST

For Non Destructive Examination, refer Annexure-1 of TDCAT:3 Rev 01

## 6.0 DIMENSIONAL CHECKS

All dimensions shall be as per PO. Tolerance on thickness of plates shall be as per Class-C of DIN EN 10029.

## 7.0 REPAIRS AND FINISH

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

## 8.0 MARKING

Specification, grade, Melt number, Size, Plate number, Maker's emblem/code are to be stamped on each plate.

## 9.0 DOCUMENTATION

### 9.1 Procedures and Plans

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

- a) QAP – Indicating sequence of operations & testing, characteristics, acceptance, Quantum of check, witness, hold points etc.
- b) Manufacturing Process Plan.

	BHEL, Tiruchirappalli – 14. Quality Assurance <b>Technical Delivery Conditions</b>
	Doc No: TDCAT:3 Rev 01 <span style="float: right;">Page 3 of 3</span>

- c) Heat Treatment Plan.
- d) Material Sampling and Testing Plan (MSTP).
- e) NDE Procedures, NDE Technique sheets & NDE Report formats.

## 9.2 Reports

Test certificate shall contain

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

## 10.0 PACKING AND SHIPMENT

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

## 11.0 Quality Surveillance

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

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**Document No.: Annexure-1(NDE Requirements) of TDCAT:3 Rev 01****1.0 NON DESTRUCTIVE EXAMINATION(NDE):**


Non-destructive examination shall be performed with a detailed written qualified (for all essential variables of ASME Section-V & Section III NF) procedure, which shall, as a minimum contain the requirements of this specification & ASME Section-V, item specific scan plan/technique sheets/instruction sheets, demonstration records (for all essential variables), reporting format, equipment calibration, personnel qualification/certification details, consumable details, extent of coverage, drawing & dimensional records of the reference/calibration/specimens/standards, retention & control of standard specimen/blocks.

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

**1.1 Ultrasonic Examination:**

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

**Prepared By**

  
(R. Raghavendran)  
Manager NDTL Quality

**Reviewed & Approved By**

  
(R. Raghavendran)  
HOD/NDTL Quality

1-Page 1

## SAMPLE FORMAT OF QAP

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

## QAP REVISION CONTROL SHEET

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

### Sample format of QAP

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

#### GENERAL NOTES

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

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

**ANNEXURE-D Rev 01**  
**ENQ.No.1402400015**

**Dt.07-10-2024**

**Enquiry Terms & Conditions for SA516Gr70 Plates**

**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><b><u>Material specification:</u></b></p> <p>Supply of <b>SA516Gr70 Plates</b> shall be made strictly as per specification <b>TDCAT 3 Rev 01 &amp; Special Condition Annexure A</b> as mentioned in the enquiry.</p>			
02	<p><b><u>Specification, Size &amp; Quantity:</u></b></p> <p>a) All the SA516Gr70 Plates are to be supplied fully meeting the <b>TDCAT 3 Rev 01 &amp; Special Condition Annexure A</b>. If there is any deviation, the same should be mentioned clearly in the offer itself.</p> <p>b) <b>Quantity of the SA516Gr70 Plates shall be as per tendered quantity and it is not splittable.</b></p> <table><tr><td><b>PLATE 120x2100x4800 mm</b> <b>Specification: SA516Gr70</b> <b>TDCAT 3 Rev 01</b></td><td><b>76059 kg</b></td></tr></table> <p>c) Inspection agency for Indigenous suppliers – BHEL &amp; NPCIL.</p> <p>d) Point wise confirmation for Special Condition Annexure 1 (Pre-Qualification Criteria) and manufacturing facility details are to be mandatorily filled &amp; signed by the bidder and to be uploaded in NIC portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) along with Technical Bid (Part 1 bid).</p> <p>e) <b>Review, Witness and Hold Points</b></p> <p><b>Review</b> – All relevant records pertaining to the process/ activity should be produced to BHEL &amp; NPCIL, as the case may be, for verification.</p> <p><b>Witness</b> – Witness points are critical steps in manufacturing and examination/ inspection / testing, where the supplier is obliged to notify BHEL &amp; NPCIL, as the case may be, sufficiently in advance of the start of the operation / test so that the same could be witnessed. The supplier may proceed with the work past a witness point, provided BHEL / BHEL &amp; NPCIL, as the case may be, had waived the same or notified to the supplier of the inability to attend it at the scheduled date / even at a later date. However, surprise visit could be made to verify such activity and retest may be demanded in case of any discrepancy. Parallel processing, notwithstanding the waiver of inspection for the current stage of manufacturing/ testing, is not permitted normally, however with written permission of BHEL / BHEL &amp; NPCIL further processing/ activity could be done.</p> <p><b>Hold</b> – BHEL &amp; NPCIL witness &amp; clearance is mandatory before proceeding with further activity. Under no circumstances further activities should proceed without formal clearance from BHEL &amp; NPCIL for the current stage."</p>	<b>PLATE 120x2100x4800 mm</b> <b>Specification: SA516Gr70</b> <b>TDCAT 3 Rev 01</b>	<b>76059 kg</b>	
<b>PLATE 120x2100x4800 mm</b> <b>Specification: SA516Gr70</b> <b>TDCAT 3 Rev 01</b>	<b>76059 kg</b>			

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

	<p>(details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.</p> <ul style="list-style-type: none"> <li>• In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor</li> <li>• In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.</li> <li>• Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.</li> <li>• Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.</li> <li>• GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.</li> <li>• GST CREDIT: Suppliers are advised to get registered to GSTN portal. Tenderer under "GST credit" shall be preferred.</li> </ul>	
09	<p><b><u>Indigenous vendors – Terms of delivery:</u></b></p> <ul style="list-style-type: none"> <li>• Bidders should submit their offer on FOR Destination -BHEL Stores, Trichy basis. The quote should be inclusive of all charges, including testing, packing &amp; forwarding, inspection, Insurance etc. (Ex-Works offers will not be considered).</li> <li>• The soft copies of the Invoice, LR copy &amp; Test certificates shall be forwarded to BHEL immediately after dispatch.</li> </ul>	
10	<p><b><u>Acceptance of materials supplied:</u></b></p> <ol style="list-style-type: none"> <li>a) The supply shall strictly as per the specifications in the tender /purchase order.</li> <li>b) Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items.</li> <li>c) The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e mail within 120 days' from the delivery of items or delivery of the required test certificates /other documents whichever is later.</li> <li>d) In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier.</li> <li>e) In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days/months of communication of the rejection, the same shall be treated as failure to execute the contract and actions as per the Guidelines for Suspension of Business Dealings with Suppliers /Contractors available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>. would be taken against such supplier.</li> </ol>	
11	<p><b><u>Payment terms:</u></b></p> <p><b><u>Indigenous:</u></b></p> <p><b>Payment for MSE vendors will be as per MSMED Act, 2006.</b> For Micro &amp; Small Enterprises vendors, BHEL Payment term is 100% direct EFT payment within 45 days from the date of Vehicle/Gate entry subject to acceptance of materials.</p> <p><b>For Medium Enterprises,</b> BHEL Payment term is 100% direct EFT payment in 60 days from the date of Vehicle/Gate entry subject to acceptance of materials.</p> <p><b>For Non MSME vendors,</b> BHEL Payment term is 100% direct EFT payment after 90 days from the date of Vehicle/Gate entry subject to acceptance of materials.</p> <p>Any deviation in the above payment term will attract loading as mentioned below: Marginal cost lending rate (MCLR) of SBI (as applicable on the date of bid opening, Techno commercial bid opening in case of two part bids) + 6%, shall be considered for loading for the period of relaxation sought by bidders.</p>	

	<p><b><u>New Suppliers:</u></b></p> <p>For new suppliers not registered with BHEL, Trichy for the product, Payment shall be made 90 days after receipt and acceptance of materials.</p> <p><b><u>Offers with payment terms as Advance Payment &amp; LC at Sight Shall be rejected.</u></b></p>	
12	<p><b><u>Liquidated Damage (Indigenous &amp; Imports):</u></b></p> <ol style="list-style-type: none"> <li>1. Time is the essence of the contract.</li> <li>2. The ordered items shall be delivered as per the delivery period mentioned in the Purchase Order.</li> <li>3. In case the supplier supplies the ordered items beyond the delivery period specified, Liquidated Damages -LD - as detailed below shall be will be levied from the supplier without prejudice to any other relief /compensation available to BHEL, Tiruchirappalli under any other condition of the contract/applicable legal provisions.</li> <li>4. <b>LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value.</b></li> <li>5. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</li> <li>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.</li> </ol> <p><b>Indigenous:</b> For "FOR Delivery terms", Vehicle / Gate entry date will be taken for LD calculation</p>	
13	<p><b><u>Breach of contract, Remedies and Termination:</u></b></p> <p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:</p> <ol style="list-style-type: none"> <li>I. from dues available in the form of Bills payable to defaulted supplier against the same contract.</li> <li>II. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.</li> <li>III. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.</li> </ol> <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.</p>	
13	<p><b><u>Warranty:</u></b></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>	
14	<p><b><u>O&amp;M Manual:</u></b></p> <p>Detailed O&amp;M manuals shall be furnished. Three soft copies of O&amp;M manuals in (CD ROM) compact disc to be submitted.</p>	
15	<p><b><u>Non-Disclosure Agreement(NDA)</u></b></p> <p>The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).</p>	
16	<p><b><u>Patent Right</u></b></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 &amp; services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.</p>	

17	<p><b><u>Evaluation Criteria:</u></b></p> <p>The Evaluation Currency for this tender shall be "INR". The offers of vendors will be evaluated on total landed cost to BHEL, Trichy. The evaluation process is as detailed below:</p> <p><b><u>Indigenous:</u></b></p> <p><b>Total Landed cost = FOR Rate in INR (A) + Applicable Taxes (B) + Loading for payment term &amp; LD (C) – Applicable input tax credit (D) + Inspection loading</b></p> <p>A. Indigenous vendors submit offers on Free on Road (FOR), Trichy in INR.</p> <p>B. GST and any other charges quoted by indigenous vendors will be added to the base price.</p> <p>C. Loading for payment terms &amp; non-acceptance of Liquidated Damages (LD) will be added to the FOR value for arriving the landed rate.</p> <p>D. However, input credit is availed for GST (SGST, CGST/IGST), hence the same is excluded for arriving at the landed cost.</p> <p>Note: "In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding".</p>	
18	<p><b><u>General condition:</u></b></p> <p>a) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.</p> <p>b) Three sets of documents containing Test certificates, Copies of the approved quality documents and test procedures, DCR and Drawings, etc must be provided along with the supply of materials. Dispatch clearance for material shall be given after acceptance of TC's by BHEL &amp; NPCIL.</p> <p>c) Supplier has to submit Quality documents and related test procedures for BHEL and NPCIL approval within two weeks from the placement of Purchase Order.</p> <p>d) Delivery of SA516Gr70 Plates shall be as per the dates mentioned in the enquiry.</p> <p>e) For Indigenous supply, chemical composition and mechanical test are to be carried out in NABL accredited laboratory only.</p> <p>f) No revision of prices shall be allowed after the tenders are opened.</p> <p>g) BHEL will consider the ranking after the loading is applied wherever deviations are observed.</p> <p>h) BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.</p> <p>i) In the event of our customer order covering this tender being cancelled / placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender / your purchase order at any stage of execution.</p> <p>j) Offer will be evaluated based on Landed cost to BHEL- Trichy on total package basis only.</p> <p>k) Vendor should physically weigh the materials before stuffing them into container and incorporate the same in BL and packing slip.</p> <p>l) Offers for partial quantities of a given item are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.</p> <p>m) No payment will be made for the excess quantity.</p> <p>n) Offer should be submitted only as per the Unit of Measurement (UOM) specified in the enquiry.</p>	

	<p>o) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for registration / evaluation of the bid etc.</p> <p>p) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above.</p> <p>q) All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.</p> <p>r) This Tender is hosted in EPS portal &amp; offer to be submitted through EPS portal only. You are requested to submit your 2 parts offer before due date &amp; time of the enquiry through <b>NIC</b> (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) only. SEALED COVER BIDS / E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED.</p> <p>For any clarification you can contact to <a href="mailto:rmeqa@bhel.in">rmeqa@bhel.in</a>, Contact no. <b>0431 2575458</b>.</p>	
<b>19</b>	<p><b><u>Fraud Prevention Policy</u></b></p> <p>"The bidder along with its associate/collaborators/sub-contractors /consultants/service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice."</p>	
<b>20</b>	<p><b><u>Suspension of Business Dealings with Suppliers/Contractors:</u></b></p> <p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India or does anything which is actionable under the Guidelines for suspension of business dealing, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www. bhel.com</a> and/or under applicable legal provisions. Guidelines for suspension of business dealings_is available in the webpage: <a href="http://www.bhel.com/vender_registration/vender.php">http://www.bhel.com/vender_registration/vender.php</a>.</p>	
<b>21</b>	<p><b>Integrity commitment, performance of the contract and punitive action thereof:</b></p> <p><b>Commitment by BHEL</b> BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.</p> <p><b>Commitment by Bidder/ Supplier/ Contractor</b></p> <ul style="list-style-type: none"> <li>• The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.</li> <li>• The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.</li> <li>• The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.</li> </ul>	
<b>22</b>	<p><b><u>Cartel Formation:</u></b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	

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

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

28	<p><b><u>Caution:</u></b></p> <p>a) The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore, all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.</p> <p>b) The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.</p>	
29	<p><b><u>Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:</u></b> (Subject to participating MSE vendors meeting the tender requirements of BHEL)</p> <p>a) As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME applicable/existing Micro and small suppliers are requested to get registered with Udyam Registration portal and share us the Udyam registration certificate.</p> <p>b) In the event of Non MSE supplier becoming L1 and MSE supplier quotes within the price band of L1+15% and it is not possible to split the tendered quantity on account of reasons like customer contract requirement/technical requirements, then 100% of the quantity will be offered to MSE suppliers subject to acceptance of L1 price by MSE supplier.</p> <p>c) If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on. Finally, if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor.</p> <p>d) Counter offering of L1 rate will not be made with any MSE vendor whose quoted rate is more than the price band of L1+15%.</p> <p>e) Payment to MSE vendor will be as per the applicable provisions of the MSMED Act 2006.</p> <p>f) If L1 offer is from a Micro / Small enterprise, the 25% earmarking provision is not applicable.</p> <p>g) In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.</p> <p>h) MSE suppliers can avail the intended benefits only if they submit along with the offer, Valid EM-II certificate along with CA certificate or valid NSIC certificate or UAM certificate along with attested copy of a CA certificate (Format enclosed as below) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.</p>	
30	<p><b><u>Preference to Make in India:</u></b></p> <p>For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier /Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent Orders issued by the respective Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT.</p>	

	The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a declaration/certificate in this regard as per Govt. of India guidelines for Public Procurement.	
<b>31</b>	<b><u>Restrictions for Procurement from a country sharing its land border with India</u></b>  Orders issued by Govt. of India with respect to Restriction under Rule 144 (xi) of GFR on procurement from bidders representing countries sharing land border with India will be applicable for this tender. In case of subsequent orders issued by Govt. of India regarding procurement from bidders representing countries sharing land border, the same shall be applicable even if issued after issue of this NIT.	
<b>32</b>	<b><u>Enclosures:</u></b> a) Enquiry b) Specification PC-M-960 & PC-M-961 c) Generic QP and Format d) Special Condition Annexure A & B (PQR) e) List of Approved penetrants f) NDA format	
(On behalf of BHEL)		<b><u>SIGNED BY MANUFACTURER / MILL</u></b>  Name of Mill: Designation / Department: Seal & Signature