BPC 0007

ENQUIRY

TWO PART BID

भारत हैवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल - ४६२०२२(भारत)
सामग्री प्रबंधन विभाग

BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL – 462022(INDIA)
MATERIALS MANAGEMENT DIVISION

TIN NO. 23573600001 | ECC NO.AAACB4146PXM009 | MPCT NO. HEL/05/01/0001/S15/11/79

PHONE: 91-755-2500100 (7 LINE) FAX: 91-755-2500023 WWW.BHELBHOPAL.COM

ENQUIRY NO E2543000
ENQUIRY DATE 20/04/24
ENQUIRY DUE DATE 13/05/24

ENQUIRY

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
OFFICE COPY		1	0	NA	0	0	2	241130119

GUARANTEE CERTIFICATE	Y	SUPPLY CONDITION	---------- DO ----------
TEST CERTIFICATE	Y		
INSTRUCTION BOOKLET	Y	TECHNICAL CONDITION	AS PER TECH. SPEC. FOR SS / CS DISH END AS MENTION
SAMPLE	N		ED IN ITEM DESCRIPTION
GATE PASS	Y	INSPECTION CONDITION	INSPECTION BY BHEL TPIA & BARC.

NOTE: QUOTE PRICE BOTH IN FIGURES & WORDS.IN CASE OF MISMATCH PRICE IN WORDS WILL BE VALID,QUOTATIONS NOT BEARING ENQUIRY NO AND DUE DATE LIABLE TO BE REJECTED.

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	HE4180831368	SS DISHED END FORMING AS PER DRG. NO 3-16503-40953 REV.01, QAP NO. CDE-24-3634 REV.01 AND TECHNICAL SPECIFICATION CDE-22-3629 REV.01. BHEL SHALL PROVIDE FREE ISSUE MATERIAL FOR ALL DISHED ENDS. WT.(APPROX)/PIECE: FINISHED WEIGHT: 643 KG, R/M: 716 KG. SCRAP RATE: RS 118.8/KG(APPROX).DISH END NOS. TO BE PUNCHED ARE DE-4596 TO 4601).	NO	6.000	1	6.000	211	28/06/24
2	HE4180831376	CS DISHED END FORMING AS PER DRG. NO 3-16503-40973 REV.01, QAP NO. CDE-24-3634 REV.01 AND TECHNICAL SPECIFICATION CDE-22-3629 REV.01. BHEL SHALL PROVIDE FREE ISSUE MATERIAL FOR ALL DISHED ENDS..WT.(APPROX)/PIECE: FINISHED WEIGHT:571 KG, R/M:636 KG. SCRAP RATE: RS 34.60/KG.(APPROX) DISH END NOS. TO BE PUNCHED ARE DE-4602).	NO	1.000	1	1.000	211	28/06/24

REMARK 1-THIS IS AN OPEN TENDER ENQUIRY (LABOUR BASIS), PLS SUBMIT YOUR OFFER IN E-PROCUREMENT SITE HTTPS:/EPROCUREBHEL.CO.IN/NICGEP/APP. (2) RA NOT TO BE DONE FOR THIS ENQUIRY. (3) DELIVERY SHALL BE 10 WEEKS STARTED FROM THE DATE OF ISSUE OF LAST FREE ISSUE MATERIALS OR APPROVAL OF BARC DRAWING, WHICHEVER IS LATER. (4) DELIVERY TERMS WILL BE FOR DESTINATION BASIS, TO AND FRO TRANSPORTATION COST OF FREE ISSUE MATERIALS WILL BE IN SUPPLIER SCOPE.(5) INSURANCE WILL BE IN SUPPLIER SCOPE. (6) BANK GUARANTEE (BG) REQUIRED AS PER BHEL BG GUIDELINE. (7) VENDOR TO SUBMIT COMPLIANCE CERTIFICATE, PQR & QUALITY ASSURANCE (SUB-VENDOR CREDENTIAL) IN ATTACHED FORMAT ALONGWITH TECHNICAL BID. (08) ATTACHEMENT ARE COMPLIANCE CERTIFICATE,PQR TECHNICAL, TECHNICAL SPECIFICATION OF DISH END, GENERAL TERMS AND CONDITIONS OF ENQUIRY ,SPECIAL TERMS AND CONDITIONS OF ENQUIRY, DRAWING, A FORM AND QUALITY ASSURANCE (SUB-VENDOR CREDENTIAL). (09) SCRAP TO BE RETAINED BY THE VENDOR ON CHARGEABLE BASIS @ RS.118.8 PER KG FOR ITEM.01 AND 34.60 PER KG FOR ITEM.02 AND GST (AS PER ACTUAL) EXTRA ON SWARF WILL BE DEDUCTED FROM SUPPLIER'S BILL.(10) +/- 5% VARIATION IN PO WEIGHT IS ACCEPTABLE.(11) L1 TO BE DECIDED ON OVERALL ITEMS BASIS(PACKAGE BASIS) AND ALSO ORDER TO BE PLACED ON PACKAGE BASIS. (12) SIX COPIES OF APPLICABLE TC TO BE SUBMITTED.

DRAWING Y **PURCH SPEC** Y **CATALOUGE** N **PLAN** Y **TWO PART BID** Y

NOTE:BHEL,BHOPAL'S Standard Terms & Conditions BP4255/MM5533 rev02 for imports and BP4255/MM5527 rev03 for indigeneous procurements form a part of this Enquiry.Bidders may obtain from us copies of these terms and conditions if not already available.

SPECIAL REMARKS

NAME : SHRI RAM JANAK
DESG : MANAGER

SIGN & SEAL

BPC 0007

ENQUIRY

TWO PART BID

भारत हैवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल - ४६२०२२(भारत)
सामग्री प्रबंधन विभाग

BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL – 462022(INDIA)
MATERIALS MANAGEMENT DIVISION

TIN NO. 23573600001 | ECC NO.AAACB4146PXM009 | MPCT NO. HEL/05/01/0001/S15/11/79

PHONE: 91-755-2500100 (7 LINE) FAX: 91-755-2500023 WWW.BHELBHOPAL.COM

ENQUIRY NO E2543000
ENQUIRY DATE 20/04/24
ENQUIRY DUE DATE 13/05/24

ENQUIRY

S.NO	INDENT NO	ITEM NO	CATEGORY	ENQUIRY QTY.
1	241130119	1	4300	6.000
2	241130119	2	4300	1.000

NOTE:BHEL,BHOPAL'S Standard Terms & Conditions BP4255/MM5533 rev02 for imports and BP4255/MM5527 rev03 for indigeneous procurements form a part of this Enquiry.Bidders may obtain from us copies of these terms and conditions if not already available.

SPECIAL REMARKS

NAME : SHRI RAM JANAK
DESG : MANAGER

SIGN & SEAL

ANNEXURE-A REV.01, DTD: 16.04.2024

(FOR PI NO. 241130119)

For Vendor:

1. ITEM TO BE PROCURED ON LABOUR BASIS.
2. BARC APPROVED QAULITY PLAN (CDE-24-3634 REV.01) TO BE FOLLOWED, HENCE SUBMISSION OF QAP FROM VENDOR IS NOT REQUIRED. VENDOR TO SUBMIT REQUIRED DOCUMENTS AS PER BARC APPROVED QAP WITHIN ONE WEEK AFTER PO PLACEMENT FOR APPROVAL FROM BARC.

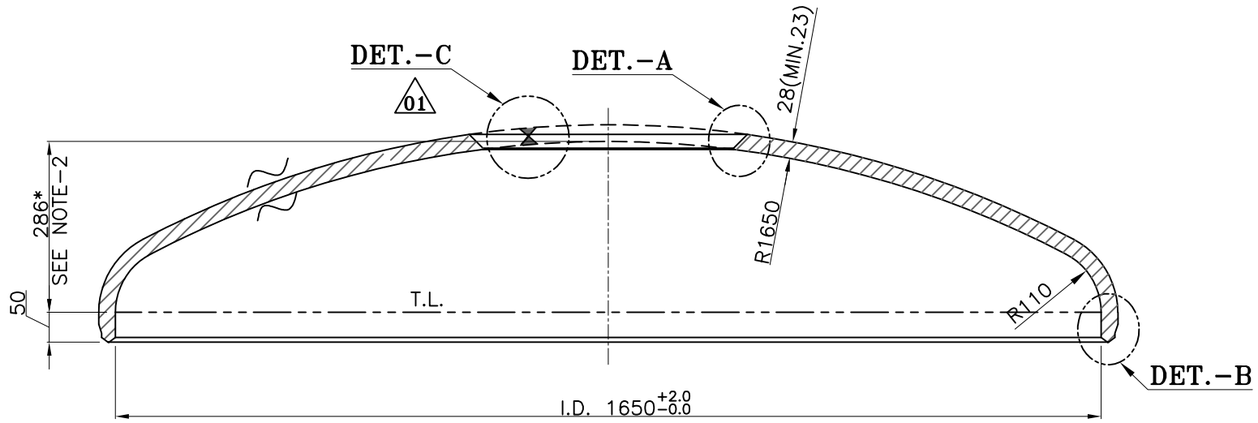
3. BIDDER TO PROVIDE THE DOCS. ALONG WITH THEIR OFFER:-

   a. DULY FILLED SIGNED AND STAMPED COPY OF CERTIFICATE OF COMPLIANCE.
   b. DOCUMENTS REQUIRED TO FULFILLMENT OF PQR REQUIREMENTS.

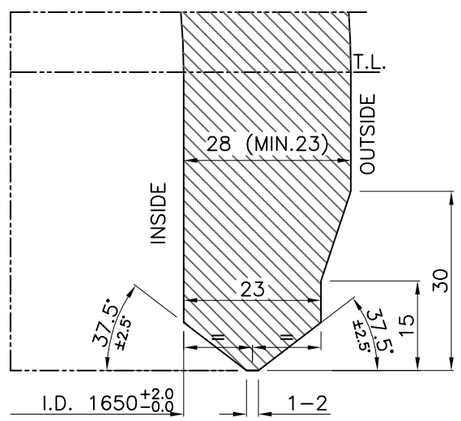
4. VENDOR HAS TO SUBMIT DULLY SIGNED SUB-VENDOR CREDENTIAL-INDEX QAX/TH/1500 REV.02 (ATTACHED) WITH ALL NECESSARY CREDENTIALS FOR APPROVAL FROM BARC BEFORE PRICE BID OPENING.
5. AS DRAWING & TECHNICAL SPECIFICATION IS IN FINAL APPROVAL STAGE FROM BARC , HENCE, BARC APPROVED DRAWINGS & TECHNICAL SPECIFICATION OF DISHED ENDS WILL BE FORWRADED DURING POST ORDER STAGE AND ITEMS WILL BE SUPPLIED BY VENDOR INLINE WITH THE APPROVED DRAWINGS & TECHNICAL SPECIFICATION. THERE ARE NO SIGNIFICANT CHANGES EXPECTED DURING APPROVAL.
6. DELIVERY DATE SHALL BE STARTED FROM DATE OF ISSUING OF RAW MATERIALS OR APPROVAL OF BARC DRAWINGS, WHICHEVER IS LATER.
7. SIX COPIES OF APPLICABLE TC TO BE SUBMITTED.

DRAWING NO. 3-16503-40953

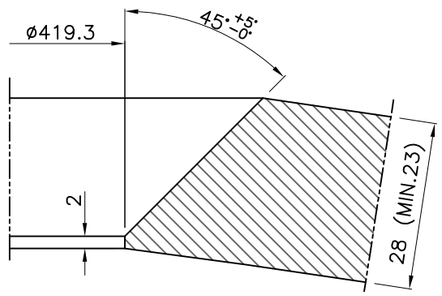
COPY RIGHT AND CONFIDENTIAL
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED
it must not be used directly or indirectly in any way determental to the interest of the company.



ITEM-001

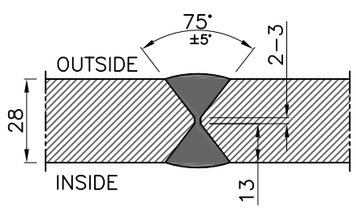


DETAIL-B



DETAIL-A

(NOZZLE HOLE & EDGE PREPRATION SHALL BE DONE BY BHEL AFTER FORMING)



DETAIL-C

(AT BLANK STAGE)
(TO BE DONE BY BHEL)

TECHNICAL REQUIREMENTS (TR):-

1) DISHED END TO BE FORMED BY COLD FORMING PROCESS.
2) HEIGHT OF DISHED END INDICATED REFERS TO INSIDE HEIGHT BEFORE DRILLING CROWN HOLES.
3) SUFFICIANT CARE SHALL BE TAKEN DURING HANDLING AND FABRICATION TO AVOID SCRATCH MARKS OF ANY KIND.
4) SHAPE OF DISHED END : **TORISPHERICAL**
5) PLATE MATERIAL TO BE USED FOR FORMING SHALL BE IN SOLUTION ANNEALED CONDITION & ULTRASONICALLY EXAMINED AS PER ASME SECTION-IIINB-2532.1.
6) EDGE PREPARATION REQUIRED AS PER DETAIL-A SHOWN.
7) AFTER FORMING COMPLETE DISHED END (INSIDE & OUTSIDE) INCLUDING KNUCKLE PORTION & EDGE PREPARED ENDS SHALL BE CHECKED BY DYE PENETRATION EXAMINATION (AS PER APPROVED PROCEDURE).
8) TOLERANCE ON FORMING : AS PER CLAUSE ASME SECTION-IIINB-4222 UNLESS OTHERWISE SPECIFIED.
9) BLANK FOR DISHED END MADE UP OF TWO PIECES. WELD JOINT SHALL BE SUBJECTED TO 100% RADIOGRAPHICALLY EXAMINATION (AS PER APPROVED PROCEDURE) AND DYE PENETRATION EXAMINATION (AS PER APPROVED PROCEDURE) BEFORE FORMING. AFTER FORMING AND HEAT TREATMENT, WELD JOINT SHALL BE 100% RADIOGRAPHICALLY EXAMINATION.
10) HEAT TREATMENT(HT) – DISHED END TO BE SOLUTION ANNEALED AFTER FORMING.
11) NO WELDING IS PERMITTED BY VENDOR.
12) TEST COUPONS SHALL BE PROVIDED AND SHALL BE SOLUTION ANNEALED ALONG WITH RESPECTIVE DISHED END. AFTER SOLUTION ANNEALING, TEST COUPONS TO BE TESTED AS PER MATERIAL SPECIFICATION FOR MECHANICAL TEST DULY WITNESSED BY BHEL/BARC. (TEST COUPON TO BE CUT FROM SAME PLATE)
13) THICKNESS TO BE MEASURED AT CROWN/KNUCKLE RADIUS BY UT GAUGE.
14) 01 WEIGHT OF DISHED END AFTER NOZZLE HOLE : 597.0 kg
15) 01 AFTER FORMING WELD SEAM SHALL BE 100% RT.

01

QTY	REMARKS	VAR. NO.	ITEM NO.	DESCRIPTION	STD	DRAWING NO.	IT.NO.	MATL. CODE	VAR.	MATL. SPCN.	A/C	UNIT	UNIT WT.	QTY.	GS	ZONE
01	BLANK DIA 2030		001	DISHED END			–	B.O.					643.0	R/M:716.0		
							–	SA240 TP 304L								

28 —— CARD TYPE-3 28 —— CARD TYPE-1 28 —— CARD TYPE-2

(भारत सरकार)
भाभा परमाणु अनुसंधान केंद्र
(परमाणु ऊर्जा विभाग)

ADDITIONAL INFORMATION
DRG. LIST : 4-16503-40378
STATUS OF DRAWING
W/O. NO. : 12010-S-15459
DISTRIBUTION OF PRINTS
CDE – 1 HCM – 4 FWM – 4

उत्पाद का प्रकार या ग्राहक/परियोजना का नाम
TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT
D20/PROCESS WATER HEAT EXCHANGER
HEAVY WATER HEAT HX-34MW DHRUVA, TROMBAY

भारत हेवी इलेक्ट्रिकल्स लिमिटेड भोपाल
BHARAT HEAVY ELECTRICALS LTD. BHOPAL

	नाम/ NAME	हस्ता./SIGN	दिनांक/DATE	वे.रि. की संख्या NO. OF VAR.
बनाया DRN.	कमलेश गामीत		23/08/2022	
जाँचा CKD.	मो. वहाब रफीक		25/08/2022	
अनुमोदित APPD.	ललित असनानी		25/08/2022	

REV.	DATE		
01	24/02/24	ALTERED	कमलेश गामीत
		CHECKED	मो. वहाब रफीक
		APPROVED	ललित असनानी

ZONE
–TR.–14 & 15 ADDED
–BOM REVISED
–DRAWING REVISED AS MARKED 01

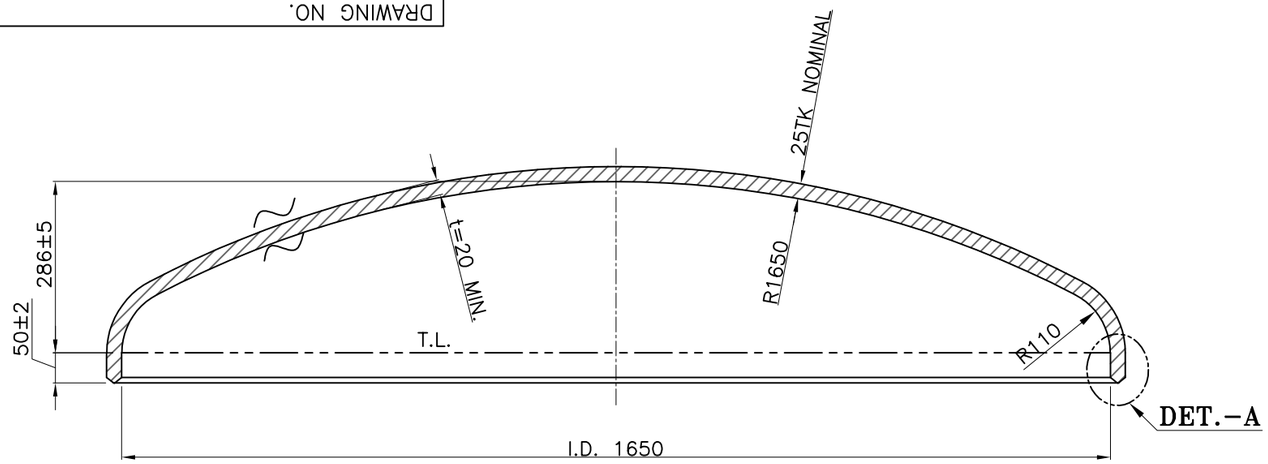
विभाग DEPT.	अन.टाल. नाप की श्रेणी	अनुपात SCALE	भार (कि.ग्रा.) WEIGHT (K.G.)	असे. ड्राइंग का संदर्भ REF. TO ASSY. DRG.	मद क. ITEM NO.	मद संख्या NO. OF ITEM
कोड CODE CDE 411	UNTOL. DIMS. GR. M AA 0230208	–	643.0	2-16503-40501 2-16503-40502	302 402	01

शीर्षक/ TITLE
DISHED END
(FOR CHANNEL COVER)

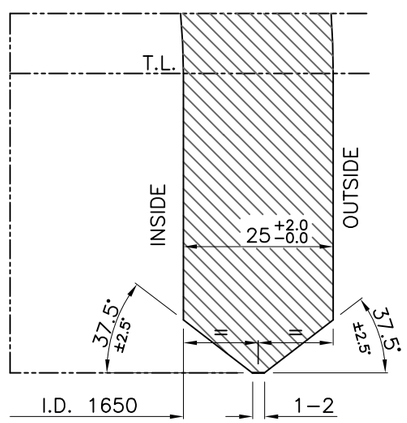
ड्राइंग क./DRAWING NO. 3-16503-40953
पुन./ REV. 01
पृष्ठ क./SHT. NO. 01 पृष्ठों की संख्या/NO. OF SHT. 01

REF. DRG. NO. SIGN. & DATE INVENTORY NO.

DRAWING NO. 3-16503-40973



ITEM-001



DETAIL-A

TECHNICAL REQUIREMENTS (TR):-

1) DISHED END TO BE FORMED BY COLD FORMING PROCESS.
2) SUFFICIENT CARE SHALL BE TAKEN DURING HANDLING AND FABRICATION TO AVOID SCRATCH MARKS OF ANY KIND.
3) SHAPE OF DISHED END : **TORISPHERICAL**
4) PLATE MATERIAL TO BE USED FOR FORMING SHALL BE IN NORMALISED CONDITION & ULTRASONICALLY EXAMINED AS PER ASME ASTM-A-435.
5) EDGE PREPARATION REQUIRED AS PER DETAIL-A SHOWN.
6) AFTER FORMING COMPLETE DISHED END (INSIDE & OUTSIDE) INCLUDING KNUCKLE PORTION & EDGE PREPARED ENDS SHALL BE CHECKED BY DYE PENETRATION EXAMINATION (AS PER APENDIX-8 OF ASME SECTION-VIII DIV.1).
7) HEAT TREATMENT(HT) - DISHED END TO BE NORMALISED AFTER FORMING.
8) NO WELDING IS PERMITTED BY VENDOR.
9) TEST COUPONS SHALL BE PROVIDED AND SHALL BE NORMALISED ALONG WITH RESPECTIVE DISHED END. AFTER SOLUTION ANNEALING, TEST COUPONS TO BE TESTED AS PER MATERIAL SPECIFICATION FOR MECHANICAL TEST DULY WITNESSED BY BHEL/BARC. (TEST COUPON TO BE CUT FROM SAME PLATE)
10) THICKNESS TO BE MEASURED AT CROWN/KNUCKLE RADIUS BY UT GAUGE.
11) ALTERNATE MATERIAL OF DISHED END BLANK CAN BE USED AS SA-516 Gr.70
12) OVALITY NOT TO EXCEED 0.5% OF ID AND CIRCUMFERENCE TO BE LIMITED WITHIN +8.0MM/-0.0MM.
13) THIS DISED END WILL NOT BE SUPPLIED TO BARC AND TO BE USED FOR MOCK, TESTING OF GASKET JOINT ASSEMBLY ONLY.

01

QTY	REMARKS	VAR. NO.	ITEM NO.	DESCRIPTION	STD	DRAWING NO.	IT.NO. / VAR.	MATL. CODE / MATL. SPCN.	AC	UNIT	UNIT WT. / QTY.	CS	ZONE
01	BLANK DIA 2030		001	DISHED END			- / -	B.O. / IS 2062 Gr.A/B			571.0 / R/M:636.0		

28 —— CARD TYPE-3 | 28 —— CARD TYPE-1 | 28 —— CARD TYPE-2

(भारत सरकार)
भाभा परमाणु अनुसंधान केंद्र
(परमाणु ऊर्जा विभाग)

ADDITIONAL INFORMATION
DRG. LIST : 4-16503-40378
STATUS OF DRAWING
W/O. NO. : 12010-S-15459
DISTRIBUTION OF PRINTS
CDE - 1 HCM - 4 FWM - 4

उत्पाद का प्रकार या ग्राहक/परियोजना का नाम
TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT
D20/PROCESS WATER HEAT EXCHANGER
HEAVY WATER HEAT HX-34MW DHRUVA, TROMBAY

भारत हेवी इलेक्ट्रिकल्स लिमिटेड भोपाल
BHARAT HEAVY ELECTRICALS LTD BHOPAL

	नाम/ NAME	हस्ता./SIGN	दिनांक/DATE	वे.रि. की संख्या NO. OF VAR.
बनाया DRN.	कमलेश गामीत		12/02/2024	
जाँचा CKD.	मो. वहाब रफीक		12/02/2024	
अनुमोदित APPD.	ललित असनानी		12/02/2024	

REV.	DATE		
01	24/02/24	ALTERED	कमलेश गामीत
		CHECKED	मो. वहाब रफीक
		APPROVED	ललित असनानी

ZONE
-BOM REVISED
-DRAWING REVISED AS MARKED 01

विभाग DEPT. CDE	अन.टाल. नाप की श्रेणी UNTOL. DIMS. GR.	अनुपात SCALE	भार (कि.ग्रा.) WEIGHT (K.G.)	असे. ड्राइंग का संदर्भ REF. TO ASSY. DRG.	मद क्र. ITEM NO.	मद संख्या NO. OF ITEM
कोड CODE 411	M AA 0230208	-	571.0	1-16503-40925	005	01

शीर्षक/ TITLE
DISHED END

ड्राइंग क्र./DRAWING NO. **3-16503-40973** | पुन./ REV. **01**

पृष्ठ क्र./SHT. NO. **01** | पृष्ठों की संख्या/NO. OF SHT. **01**

COPY RIGHT AND CONFIDENTIAL
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED
it must not be used directly or indirectly in any way determental to the interest of the company.

REF. DRG. NO. | SIGN. & DATE | INVENTORY NO.

MAIN SUPPLIER`S NAME:

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
(A GOVERNMENT OF INDIA UNDERTAKING)

NAME OF SUB-VENDOR: **N/A**

BARC PO NO.: DSP/CPU/04/A3/2622-TPT/PO/252364

QA REF. NO.:
MAIN VENDOR:
SUB VENDOR: **N/A**

CUSTOMER:

BHABHA ATOMIC RESEARCH CENTRE
(GOVERNMENT OF INDIA)

PROJECT:

34 MW D2O HEAT EXCHANGER FOR BARC

EQUIPMENT: **HEAVY WATER HEAT EXCHANGER**

DOCUMENT NO.: **CDE-24-3634 REV.01**

TITLE:

QAP FOR CARBON STEEL AND STAINLESS STEEL DISHED END

REV NO.	DATE	PAGES	PREPARED BY	CHECKED BY	APPROVED BY
01	09.02.2024	2+3=5	(M WAHAB R)	(M WAHAB R)	(ASNANI L)

	CONDENSER & HEAT EXCHANGER ENGG. DIVISION BHEL BHOPAL	Document No. CDE-24-3634 REV.00
QAP FOR CARBON STEEL AND STAINLESS STEEL DISHED END		

REVISION CONTROL SHEET

BHEL REV. No Date	PAGES	Description of Revision	Prepared By	Checked By	Approved By
00, 06.02.2024	2+3=5	Original submission.	-sd- (M WAHAB R)	-sd- (M WAHAB R)	-sd- (ASNANI L)
01, 09.02.2024	2+3=5	Clause no. 2.6 modified. Clause no. 3.2 added. Note no. 5 & 6 added.	(M WAHAB R)	(M WAHAB R)	(ASNANI L)

COPY RIGHT AND CONFIDENTIAL
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. Hence not be used directly or indirectly in any way detrimental in the interest of the company

BHEL Bhopal	Standard QAP for Carbon Steel and Stainless Steel Dished End	DOC No.	CDE-24-3634
		Revision No.	01
		Date of Issue	09.02.2024
		Page	Page 1 of 3

Sl.No	Components & Operations	Characteristics	Class	Type of Check	Quantum of check	Reference Document	Acceptance Norms	Format of Records	Agency 3	Agency 2	Agency 1	Remarks
1	2	3	4	5	6	7	8	9	10			11
1.0	ISSUE OF RAW MATERIAL											
1.1	Issue of BARC cleared plates in blanked form and stamping (IS-2062 Gr B / SA-240 TP 304)	Physical verification, Correlation & stamping	Major	Verification	100%	BARC clearance report	BARC clearance report	IR	-	P	R	Free Issue Material by BHEL
2.0	FORMING OF DISHED END											
2.1	identification of material cleared by inspector	Physical verification and correlation	Major	Verification	100%	BARC Clearance report	BARC Clearance report	IR	P	W	R	Refer note-3
2.2	Cold Forming of Dished ends	Visual and profile verification by template	Major	Visual & Measurement	100%	As per approved drawing	As per approved drawing	IR	P	W	R	
2.3	Dimensional Check as per drawing (Knuckle, crown radius and straight flange)	Profile & Dimensions	Major	Visual & Measurement	100%	As per approved drawing	As per approved drawing	IR	P	W	R	
2.4	NDE	LP/MP (inner & outer surface both including edge preparation)	Major	Visual & LPE Examination	100%	ASME Sec-V / BARC approved procedure	ASME Sec-V / BARC approved procedure	IR	P	W	R	
		Thickness at knuckle radius	Major	Visual & Measurement	100%	As per approved drawing	As per approved drawing	IR	P	W	R	Minimum thickness checked by UT gauge

ललित आसनानी / LALIT ASNANI
वरि. उप महाप्रबंधक (अभिकल्प)
Sr. Dy. General Manager (Design)
सी.डी.ई. भेल भोपाल / CDE, BHEL BHOPAL

BHEL Bhopal	Standard QAP for Carbon Steel and Stainless Steel Dished End	DOC. No	CDE-24-3634
		Revision No	01
		Date of Issue	09.02.2024
		Page	Page 2 of 3

Sl.No	Components & Operations	Characteristics	Class	Type of Check	Quantum of check	Reference Document	Acceptance Norms	Format of Records	Agency 3	Agency 2	Agency 1	Remarks
1	2	3	4	5	6	7	8	9	10			11
2.5	Heat Treatment-Dished end.	Normalizing /Solution annealing Relieving (as applicable)	Major		100%	As per BARC Approved HT procedure	As per BARC Approved HT procedure	Graph & IR	p	W	R	
2.6	Test Coupon testing	Testing on Test Coupon	Major	Mechanical	1 no. test coupon per heat treatment lot	As per drg./Material Specification	As per drg./Material Specification	TCR	P	W	R	
2.7	Radiography	RT of welds seam	Major	Visual Examination	100%	As per BARC approved RT procedure	As per BARC approved RT procedure	IR	P	W	W	Witness & review of RT Films only
2.8	Edge Preparation	Preparation	Major	Visual	100%	As per approved drawing	As per approved drawing	IR	P	R	R	
3.0	**FINAL INSPECTION**											
3.1	Final Dimensions	Dimensional conformity after Forming (Knuckle, crown radius and straight flange)	Major	Visual & Measurement	100%	As per approved drawing	As per approved drawing	IR	P	W	W	
3.2	NDE	LP/MP (inner & outer surface both including edge preparation)	Major	Visual & LPE Examination	100%	ASME Sec V / BARC approved procedure	ASME Sec V / BARC approved procedure	IR	P	W	W	

ललित आसनानी / LALIT ASNANI
उप महाप्रबंधक (डिजाइन)
Sr. Dy. General Manager (Design)
भा.हे.उ. भोपाल / BHEL Bhopal

BHEL Bhopal	Standard QAP for Carbon Steel and Stainless Steel Dished End	DOC. No.	CDE-24-3634
		Revision No.	01
		Date of Issue	09.02.2024
		Page	Page 3 of 3

Sl.No	Components & Operations	Characteristics	Class	Type of Check	Quantum of check	Reference Document	Acceptance Norms	Format of Records	Agency 3	Agency 2	Agency 1	Remarks
1	2	3	4	5	6	7	8	9	10			11
3.3	Pickling & Passivation (SS dished end)	Cleaning	Minor	Visual	100%	As per BHEL Procedure	As per BHEL Procedure	IR	P	R	R	
3.4	Identification, Verification and documentation and dispatch clearance	Verification of Quality Documents	Review	100%	100%	As per approved drawing	As per approved drawing	IR & TCR	P	R	R	Identification number to be punched/painted on each Dish End. Refer note-3. (CHP)

LEGEND
3 - Sub-Vendor 2 - BHEL 1 - BARC P - Perform W - Witness CHP- Customer hold point R-Review
IR - Inspection Report TCR - Test Certificate Report

ललित आसनानी / LALIT ASNANI
वरि उप महाप्रबंधक (अभिकल्प)
Sr Dy General Manager (Design)
सी.डी.ई. बेल भोपाल / C.D.E. BHEL BHOPAL

Notes:
1. All the IR/TCR shall be reviewed by BHEL before submitting to BARC
2. During manufacturing only latest revision of drawings / specs / procedures shall be used
3. Identification no. /BARC stamp / DE no. for each dished end & test coupon will be issued at the time of issue of material for further correlation. Identification no. /BARC stamp / DE no. shall be retained / transfered throughout the operation
4. Vendor to submit procedures called in QAP, for BARC/BHEL approval
5. Welding of dished end blank of SA-240 Grade 304L shall proceed only after WPS/PQR/WPQ is reviewed/qualified by BARC. This activity is in BHEL scope.
6. Delta ferrite values on weld to be measured before and after solution annealing.

M. Agrawal
RRMD/BARC

Approved.
V.S. Veer,
QAD/QSS
14/2/2024.

MAIN SUPPLIER'S NAME: **BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL** (A GOVERNMENT OF INDIA UNDERTAKING)
NAME OF SUB-VENDOR: **N/A**
BARC PO NO.: DSP/CPU/04/A3/2622-TPT/PO/252364
QA REF. NO.: MAIN VENDOR: SUB VENDOR: **N/A**
CUSTOMER: **BHABHA ATOMIC RESEARCH CENTRE** (GOVERNMENT OF INDIA)
PROJECT: **34 MW D2O HEAT EXCHANGER FOR BARC**
EQUIPMENT: **HEAVY WATER HEAT EXCHANGER**
DOCUMENT NO.: **CDE-24-3634 REV.01**
TITLE: **QAP FOR CARBON STEEL AND STAINLESS STEEL DISHED END**

01	09.02.2024	2+3=5	(M WAHAB R)	(M WAHAB R)	(ASNANI L)
REV NO.	**DATE**	**PAGES**	**PREPARED BY**	**CHECKED BY**	**APPROVED BY**

	CONDENSER & HEAT EXCHANGER ENGG. DIVISION BHEL BHOPAL	Document No. CDE-24-3634 REV.00
QAP FOR CARBON STEEL AND STAINLESS STEEL DISHED END		

REVISION CONTROL SHEET

BHEL					
REV. No Date	**PAGES**	**Description of Revision**	**Prepared By**	**Checked By**	**Approved By**
00, 06.02.2024	2+3=5	Original submission.	-sd- (M WAHAB R)	-sd- (M WAHAB R)	-sd- (ASNANI L)
01, 09.02.2024	2+3=5	Clause no. 2.6 modified. Clause no. 3.2 added. Note no. 5 & 6 added.	(M WAHAB R)	(M WAHAB R)	(ASNANI L)

COPY RIGHT AND CONFIDENTIAL
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. Hence not be used directly or indirectly in any way detrimental in the interest of the company

BHEL Bhopal	Standard QAP for Carbon Steel and Stainless Steel Dished End	DOC. No.	CDE-24-3634
		Revision No.	01
		Date of Issue	09.02.2024
		Page	Page 1 of 3

Sl.No	Components & Operations	Characteristics	Class	Type of Check	Quantum of check	Reference Document	Acceptance Norms	Format of Records	Agency 3	Agency 2	Agency 1	Remarks
1	2	3	4	5	6	7	8	9	10			11
1.0	**ISSUE OF RAW MATERIAL**											
1.1	Issue of BARC cleared plates in blanked form and stamping (IS-2062 Gr.B / SA-240 TP 304)	Physical verification, Correlation & stamping.	Major	Verification	100%	BARC clearance report	BARC clearance report	IR	-	P	R	**Free Issue Material by BHEL**
2.0	**FORMING OF DISHED END**											
2.1	Identification of material cleared by inspector.	Physical verification and correlation	Major	Verification	100%	BARC Clearance report	BARC Clearance report	IR	P	W	R	Refer note-3.
2.2	Cold Forming of Dished ends	Visual and profile Verification by template	Major	Visual & Measurement	100%	As per approved drawing	As per approved drawing	IR	P	W	R	
2.3	Dimensional Check as per drawing (Knuckle, crown radius and straight flange)	Profile & Dimensions	Major	Visual & Measurement	100%	As per approved drawing	As per approved drawing	IR	P	W	R	
2.4	NDE	LP/MP (inner & outer surface both including edge preparation)	Major	Visual & LPE Examination	100%	ASME Sec-V / BARC approved procedure	ASME Sec-V / BARC approved procedure	IR	P	W	R	
		Thickness at knuckle radius	Major	Visual & Measurement	100%	As per approved drawing	As per approved drawing	IR	P	W	R	Minimum thickness checked by UT gauge.

ललित आसनानी / LALIT ASNANI
वरि. उप महाप्रबंधक (अभिकल्प)
Sr. Dy. General Manager (Design)
सी.डी.ई., भेल, भोपाल / C.D.E., BHEL, BHOPAL

बी एच ई एल BHEL	BHEL Bhopal	Standard QAP for Carbon Steel and Stainless Steel Dished End	DOC. No.	CDE-24-3634
			Revision No.	01
			Date of Issue	09.02.2024
			Page	Page 2 of 3

Sl.No	Components & Operations	Characteristics	Class	Type of Check	Quantum of check	Reference Document	Acceptance Norms	Format of Records	Agency 3	Agency 2	Agency 1	Remarks
1	2	3	4	5	6	7	8	9	10			11
2.5	Heat Treatment-Dished end.	Normalizing /Solution annealing Relieving (as applicable)	Major	-	100%	As per BARC Approved HT procedure	As per BARC Approved HT procedure	Graph & IR	p	W	R	
1 2.6	Test Coupon testing	Testing on Test Coupon	Major	Mechanical	1 no. test coupon per heat treatment lot	As per drg./Material Specification	As per drg./Material Specification	TCR	P	W	R	
2.7	Radiography	RT of welds seam	Major	Visual Examination	100%	As per BARC approved RT procedure	As per BARC approved RT procedure	IR	P	W	W	Witness & review of RT Films only.
2.8	Edge Preparation	Preparation	Major	Visual	100%	As per approved drawing	As per approved drawing	IR	P	R	R	
3.0	**FINAL INSPECTION**											
3.1	Final Dimensions	Dimensional conformity after Forming (Knuckle, crown radius and straight flange)	Major	Visual & Measurement	100%	As per approved drawing	As per approved drawing	IR	P	W	W	
1 3.2	NDE	LP/MP (inner & outer surface both including edge preparation)	Major	Visual & LPE Examination	100%	ASME Sec-V / BARC approved procedure	ASME Sec-V / BARC approved procedure	IR	P	W	W	

ललित आसनानी / LALIT ASNANI
वरि. उप महाप्रबंधक (अभिकल्प)
Sr. Dy. General Manager (Design)
सी.डी.ई., भेल, भोपाल / C.D.E., BHEL, BHOPAL

	BHEL Bhopal	Standard QAP for Carbon Steel and Stainless Steel Dished End	DOC. No.	CDE-24-3634
			Revision No.	01
			Date of Issue	09.02.2024
			Page	Page 3 of 3

Sl.No	Components & Operations	Characteristics	Class	Type of Check	Quantum of check	Reference Document	Acceptance Norms	Format of Records	Agency 3	Agency 2	Agency 1	Remarks
1	2	3	4	5	6	7	8	9	10			11
3.3	Pickling & Passivation (SS dished end)	Cleaning	Minor	Visual	100%	As per BHEL Procedure	As per BHEL Procedure	IR	**P**	**R**	**R**	
3.4	Identification, Verification and documentation and dispatch clearance	Verification of Quality Documents	Review	100%	100%	As per approved drawing	As per approved drawing	IR & TCR	**P**	**R**	**R**	Identification number to be punched/painted on each Dish End. Refer note-3. **(CHP)**

LEGEND

3 - Sub-Vendor **2 - BHEL** **1 - BARC** **P - Perform** **W - Witness** **CHP- Customer hold point** **R-Review**

IR - Inspection Report **TCR - Test Certificate Report**

ललित आसनानी / LALIT ASNANI
वरि. उप महाप्रबंधक (अभिकल्प)
Sr. Dy. General Manager (Design)
सी.डी.ई., भेल, भोपाल / C.D.E., BHEL, BHOPAL

Notes:

1. All the IR/TCR shall be reviewed by BHEL before submitting to BARC
2. During manufacturing only latest revision of drawings / specs / procedures shall be used.
3. Identification no. /BARC stamp / DE no. for each dished end & test coupon will be issued at the time of issue of material for further correlation. Identification no. /BARC stamp / DE no. shall be retained / transfered throughout the operation.
4. Vendor to submit procedures called in QAP, for BARC/BHEL approval.
5. Welding of dished end blank of SA-240 Grade 304L shall proceed only after WPS/PQR/WPQ is reviewed/qualified by BARC. This activity is in BHEL scope.
6. Delta ferrite values on weld to be measured before and after solution annealing,

MAIN SUPPLIER'S NAME:

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

(A GOVERNMENT OF INDIA UNDERTAKING)

NAME OF SUB-VENDOR: **N/A**

BARC PO NO.: DSP/CPU/04/A3/2622-TPT/PO/252364

QA REF. NO.:

MAIN VENDOR:

SUB VENDOR: **N/A**

CUSTOMER:

BHABHA ATOMIC RESEARCH CENTRE

(GOVERNMENT OF INDIA)

PROJECT:

34 MW D2O HEAT EXCHANGER FOR BARC

EQUIPMENT: **HEAVY WATER HEAT EXCHANGER**

DOCUMENT NO.: **CDE-22-3629 REV.01**

TITLE:

TECHNICAL SPECIFICATION FOR SS DISHED END

01	05.02.2024	5	(M WAHAB R)	(M WAHAB R)	(ASNANI L)
REV NO.	**DATE**	**PAGES**	**PREPARED BY**	**CHECKED BY**	**APPROVED BY**

	CONDENSER & HEAT EXCHANGER ENGG. DIVISION BHEL BHOPAL	Document No. CDE-22-3629 REV.01
TECHNICAL SPECIFICATION FOR SS DISHED END		

REVISION CONTROL SHEET

BHEL					
REV. No Date	**PAGES**	**Description of Revision**	**Prepared By**	**Checked By**	**Approved By**
00, 30.12.2023	5	Original submission.	-sd- (M WAHAB R)	-sd- (M WAHAB R)	-sd- (ASNANI L)
01, 05.02.2024	5	Clauses no. 6.0, 10.1, 10.4, 14.0, (e) are modified.	(M WAHAB R)	(M WAHAB R)	(ASNANI L)

COPY RIGHT AND CONFIDENTIAL
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. Hence not be used directly or indirectly in any way detrimental in the interest of the company

	CONDENSER & HEAT EXCHANGER ENGG. DIVISION BHEL BHOPAL	Document No. CDE-22-3629 REV.01

TECHNICAL SPECIFICATION FOR SS DISHED END

1.0 Description:

Dished end shall be formed by cold forming process from the single seam plate blanks, edge prepared pickled & passivated as per the requirements indicated in the dished end drawing attached with enquiry/purchase order.

2.0 Shape - Torispherical as per drawing.

3.0 Size - As per drawing.

4.0 Code of Construction:

As per **ASME Sec. III NB latest.**

5.0 Material of Construction:

Plates: Stainless Steel plates to SA-240 Gr.304L (as specified on the dished end drawing) with co-related mill test certificates shall be supplied by BHEL.

6.0 Heat Treatment:

01

Dished ends shall be solution annealed using gas fired/oil fired/electric furnace after forming along with the test coupon as per approved heat treatment procedure. Test coupons shall be cut from the same plate which is used for forming of dished ends. When gas firing is used the sulfur content of the gas shall not exceed 518 mg/M3 and for oil fired furnace the sulfur content of the fuel shall not exceed 0.5% by weight.

7.0 Tolerance:

As per clause NB-4222 of ASME Sec III-NB unless otherwise specified.

8.0 Edge Preparation:

As per details given in item drawing.

9.0 Minimum Thickness after Forming:

Minimum thickness resulting from the forming (after forming) process shall be in compliance to the requirements indicated in the item drawing.

01

10.0 Non-Destructive Examination & Testing:

10.1 Liquid penetration Examination: Entire outside and inside surface of formed Dished Ends (including both crown & knuckle portion) & the edge prepared ends shall be checked by dye penetration examination as per Article 6 of ASME Sec V ; latest edition and approved procedure **.**

10.2 The residual amount of total sulfur, chlorine and fluorine in the penetrant, developer and cleaner used shall be as per ASME Section -V Article 6, Appendix II -640.

COPY RIGHT AND CONFIDENTIAL
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. Hence not be used directly or indirectly in any way detrimental in the interest of the company

10.3 All traces of penetrants and of developer shall be removed from the work immediately after the completion of examination.

01 **10.4** After forming and solution annealing, weld joint seam shall be 100 % RT as per approved QAP. This joint will be reviewed by BARC.

11.0 Cleaning & Protection:

Direct contact between the carbon steel roller surface and stainless steel plates shall be avoided by suitable means during rolling to prevent contamination of stainless steel plate surfaces.

After completing the manufacturing activities, cleanliness of both inside & outside surface of the dished ends shall be ensured by pickling and passivation as per approved procedure.

12.0 Identification:

Identification numbers shall be punched on each dish-end (DE) for proper identification & co-relation with test certificates. Identification numbers to be punched respectively on each dished end, are indicated in the drawing / Purchase order.

Each Dished End to have at-least following identifications duly punched on the dished end surface, at the location marked in the drawing & shall have same marking in the Test Certificates also for co-relation of TC with the respective dished ends;

a. BHEL Purchase Order No.

b. Drawing No. with rev.no. & Item no.

c. Identification mark, DE no.

d. Inspecting Officer's Seal.

13.0 Inspection:

Vendor to submit Quality Plan for approval.

Dished ends shall be inspected by BARC-QS, as per approved QA Plan.

14.0 Test Certificates:

Six (6) copies of following Test Certificates duly signed by inspection authority shall be furnished.

a. Test Certificates for Testing of Test Coupons as per clause 8.0
b. Final Dimensional Measurement Report.
c. Heat Treatment Chart, if applicable.
d. Non-Destructive Examination Reports.
e. Dispatch Clearance from BARC-QS.

01

COPY RIGHT AND CONFIDENTIAL
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. Hence not be used directly or indirectly in any way detrimental in the interest of the company

	CONDENSER & HEAT EXCHANGER ENGG. DIVISION BHEL BHOPAL	Document No. CDE-22-3629 REV.01
TECHNICAL SPECIFICATION FOR SS DISHED END		

15.0 Quality Plan:

Vendor to furnish quality plan indicating manufacturing sequence, identifying the testing involved & inspection stages for the offered dished ends. Manufacturing shall be carried out as per BARC approved Q.A. Plan.

COPY RIGHT AND CONFIDENTIAL
The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. Hence not be used directly or indirectly in any way detrimental in the interest of the company

Bharat Heavy Electrical Limited,
Bhopal

PI No. 241130119

PRE-QUALIFICATION CRITERIA FOR
FORMING OF CS & SS Dished Ends (Labour Basis)
FOR 34 MW BARC HEAT EXCHNAGER

The bidder shall produce documentary evidence for meeting the following pre-qualification criteria along with their offer.

A-Technical:

Sr. No.	Criteria	Documents required to be submitted in support of claim	Vendor Response / Documents submitted
1.	Only Indigenous manufacturer are allowed to participate. Dealer/Trader are not acceptable.	Confirmation of indigenous vendor. Provide supporting document.	
2.	Vendor to have experience of forming Dished Ends of Austenitic stainless steel dished end of any grade of inside diameter of minimum 1000 mm.	Bidders to submit one (01) PO copies & dispatch details (tax invoice etc.) defined in column "Criteria" product in last 5 years from enquiry due date.	

Imp. Note:

1. Exemption to verified MSME for Experience [Yes / No]: ___NO___
2. Exemption to verified Startups for Experience [Yes / No]: __NO____
3. PQR (pre-qualification criteria) submitted shall be duly signed and stamped by Authorized person.
4. After successful Qualification against this PQR and technical bid, vendor credentials shall be submitted to BARC for approval. Consideration for placement of order is subject to approval of vendor by BARC, vendor to furnish credentials as per attached format (QAX/TH/1500 Rev-02).

Prepared by	Checked by	Approved by
16/04/24	16.04.2024	16/04/24
M WAHAB RAFIQUE	AK MAHOR	SP VATSA
Sr. Mgr.- CDE	Sr. DGM-CDE	AGM-CDE

QUALITY ASSURANCE THERMAL (QTH)

SUB-VENDOR CREDENTIAL-INDEX

DATE:-DD/MM/YY

NAME OF ORGANISATION: __M/S_____

ADDRESS of Organisation:-_____

PRODUCT DESCRIPTION:-_____

CONTACT PERSON : -_____

TELEPHONE (LAND LINE/MOB.) : -_____

E-MAIL :-_____

UDYOG AADHAR MEMORANDUM.:-_____

BHEL REGISTRATION NO. AND DATE:-_Registered (Year_____) / Not registered__

Sl no.	PARAMETER	PAGE NO	REMARK
1	Balance Sheet for last 3 years.		
2	QA manual		
3	List of sub-vendors for critical/ major bought out items/Services.		
4	In-coming material inspection plan, Material traceability and Manufacturing Quality Plan.		
5	In house manufacturing facilities		
A	Machineries and accuracy (With photograph and rating)		
B	Heat treatment furnace in-house (When gas firing is used the sulfur content of the gas shall not exceed 518 mg/M3 and for oil fired furnace the sulfur content of the fuel shall not exceed 0.5% by weight.)		
C	List of measuring instrument with calibration report.		
6	NDE facilities		
A	list of qualified NDE personnel with level of qualification (Minimum Level-II)		
B	Facility (MPT).		
C	Facility (RT).		
7	Experience (Past Track Record) list for last 3 years for similar product. (3 POs, BHEL PO is preferred)		
8	Performance certificates issued by other customers.		
9	Certification by reputed agencies (ISO/ ASME/ CE/ UL/API/ etc.) & also approval certificates from other customers etc.		

Note:- Above requirement is not limited if required , more documents may be asked.

Authorized Signatory

COMPLIANCE CERTIFICATE

[To be submitted by participating bidder selecting either option (A) or (B)]

PI NO. 241130119
ITEM: SS and CS Dished ends on labour basis

[A] NO TECHNICAL DEVIATION:
We confirm to comply enquiry technical specifications & drawings requirements without any deviation.

OR

[B] TECHNICAL DEVIATION: as listed below
(Deviations listed elsewhere shall not be considered)
1…….
2…….
3…….

Name of bidder:
Sign & stamp:

A-FORM

FORM NO BP-0021

BHARAT HEAVY ELECTRICALS LIMITED - BHOPAL

MM DEPARTMENT

ESTIMATE SHEET FOR ISSUE OF MATERIAL/COMPONENTS FROM BHEL

CHECKLIST

A-FORM NO : A211B74
REV NO : 0
A-FORM DATE 17-APR-24
DATE : 17-APR-24
PAGE : 1 / 1

DEPARTMENT : 211	PROJECT : BARC	PO NO : A211B74	END PRODUCT : DISEND
INDENT NO : 241130119	WORK ORDER NO : 12010S15459	PO DATE :	DELY REQD : 28042024
INDENT DATE : 10042024	MATERIAL ISSUE DIV : 211	SUPP CODE :	SUPP NAME :

DETAILS OF FINISHED GOODS

A-SLNO	PO IT NO	PI IT NO	QUANTITY REQUIRED	UNIT	SHOP NO	DEST CD	COST CD	H.CELL

DESCRIPTION OF SUB-ASSEMBLY/ITEM & WEIGHT/VOLUME/AREA

FREE ISSUE MATERIAL PER UNIT OF FINISHED GOODS

MATL CODE	QTY PSL UNIT	PSL UNIT	RATE PSL UNIT	TOTAL MATL TO BE ISSUED	ISSUE UNIT	PSL/ WIP	SMIV/ PPMIV NO	MATERIAL VALUE	TARRIF HEAD	MATL ISSUE QTY
DESCRIPTION OF FREE ISSUE MATERIAL AND WEIGHT /VOLUME/AREA										
		1	0	1			6.000 NO	211	211	211
SS DISHED ENDS										
SA-240	1.0000	NO	751080.000	6.00	NO	PSL		4506480.000		1.0000
SS DISHED END FORMING AS PER DRG. NO 3-16503-40953 1 DIA 2030 SA-240 TP 304 L R/WT= 716 KG.F/WT = 643 KG.										
		2	0	2			1.000 NO	211	211	211
SS DISHED ENDS										
SA-516 GR70	1.0000	NO	110664.000	1.00	NO	PSL		110664.000		1.0000
CS DISHED END FORMING AS PER DRG. NO 3-16503-40973 DIA 2030 SA-516 GR 70 R/WT = 636 KG. F/WT = 571 KG.										

REMARKS NA

TOTAL NO OF CANCEL ITEM 0

AFORM TOTAL 4617144.000

1 MATERIAL TO BE ISSUED ON :- FREE ISSUE BASIS
2.TRANSPORT TO BE PROVIDED BY :- SUPPLIER
3.EXCISE DUTY ON ISSUE MATL TO BE BORNE BY :- SUPPLIER
4.SCRAP TO BE RETURNED :- NO
5 INVARIABLY ISSUE WT. TO BE RECORDED ON SMIV/PMIV

SIGNATURE OF INDENTOR
NAME
DESIGNATION
TELEPHONE

SIGNATURE OF ASC EXECUTIVE
NAME
DESIGNATION
TELEPHONE

RPT-101

BP 200102A	**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

Sl.No.	Description
1	**General:**
A	These General terms & conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure.
2	**General Instructions - Common for Indigenous & Foreign enquiries**
A	**Through E- procurement**
A1	**1.** Offer shall be submitted by the bidders in single/two parts as called in Tender enquiry. Bid Part - I Technical cum Commercial bid Bid Part - II Price bid **2.** Suppliers shall quote ***price*** on BHEL authorised third party service provider **e-procurement site.** Any deviation from the price format shall be clearly brought out in the offer Bid Part I. The offer shall be uploaded on BHEL e-procurement site using Class III digital signature. **All documents to be uploaded are necessarily to be signed and stamped.** The quotation should be uploaded on the site before due date and time. Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.
B	**Through tender room**
B1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection. All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.
B2	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover. In case of Two Part Bid, technical bid containing technical offer, this GTC duly filled-in & signed; and **un-priced copy** of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2nd Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date. Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.
B3	Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.
B4	Bidder can also submit offer through email, if called for in the enquiry, at the email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail.
C	**Through tender room or EProcurement**
C1	Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
C2	Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
C3	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
C4	Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.

C5	Bid in single part or techno-commercial bid in **two-part** system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially accepted bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the accepted bidders.
C6	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within *30 days* of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.
C7	1. Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders. 2. Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period of offer. 3. In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
C8	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
C9	Wherever the enquiry is issued to unregistered bidder, the bidder shall visit ' www.bhel.com ' for submitting the online Supplier Registration Application. Price bids of such bidders, will be opened only on techno-commercial acceptance of bid & after supplier registration.
C10	BHEL expects that the bidder responds to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of bidder may lead to his deletion from BHEL's approved bidder list. Refer guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
C11	In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com) only. Bidders responding to these tender should regularly visit website(s) to keep themselves updated.
C12	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHELs decision in such situations shall be final and binding.
C13	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1** counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
C14	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, ***besides BHEL taking appropriate punitive action as deemed fit.-*** Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
D	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com). If tender specific conditions call for reverse auction, RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking
3	**Delivery Terms**
A	**Indigenous Purchase**
A1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
B	**Foreign Purchase — Imports**
B1	1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order. 2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Dry Port - ICD Mandideep (INMDD6) for FCL (Full Container Load) Cargo of GP & HC Containers. 3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) & Break-bulk Cargo at Mumbai (MPT - INBOM1). 4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4). 5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.

	6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading. 7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 8. Please visit BHEL Bhopal website https://bpl.bhel.com for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer. 9a In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance. 9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than **15** years. 9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor. 9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges. 9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges. 10. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons).	
B2	1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum **14 days' detention free period** from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be **loaded** for the period short of 14 days' period. 2. *Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account.*	
4	**Bidder's particulars & logistics information (Bidder to give details against each of the provisions)**	
A	Name of the bidder's executive to deal with this tender / project	
B	E-mail address of the contact person	
C	Telephone no. of the contact person	
D	Name of location from where the goods shall be offered for inspection and dispatch	
5	**Additional logistics information for Imports**	
A	Bid currency	
B	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L	
C	Name of Airport in the country of dispatch for FCA delivery terms	
D	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)	
E	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)	
F	Approx. distance in km. from Bidder's works to Port of Loading	Sea port /Air port
6	**Delivery Schedule & Completion date**	
A	• Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry. • Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. • Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order. • Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser. • If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable. • BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.	

B	In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms. **For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as mutually agreed.**
C	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
7	**Transit Insurance**
A	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	**Force Majeure**
A	Notwithstanding anything contained in the contract, neither the Bidder nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Bidder; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Bidder or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Bidder along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Bidder to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	**Penalty for delayed performance.**
A1	Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. Any deviation based on specific requirement shall be specified separately in the NIT.
A2	However, in case of Capital Machine / BOP *where* staggered deliveries may be applicable, the penalty will be levied on total order value.
A3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
A4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value)
B	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Bidder. In such an event, it shall be obligatory on the part of bidder to make good any loss suffered by the purchaser.
C	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
D	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	**Indian Agents and Agency commission**
A	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
B	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.
C	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.
D	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.

11	**Documentation:**
A	**Indigenous Purchase**
	Bidder shall arrange to send to the consignee, Original Tax invoice (Buyer's copy and duplicate for Transporter), Commercial invoice in duplicate, consignee copy of LR & 2 sets each of Packing list, Test certificate, Guarantee / Warranty certificate, O & M manuals (where applicable), immediately on despatch of the goods. The distribution of such documents will be specified in the Purchase order. In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.
B	**Foreign Purchase — Imports**
	Seller shall send **1** set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser 1. Express / Original 'Clean on board' Bill of Lading / AWB. 2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package. 3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases. 4. One set of Original Test Certificates and O&M Manual where called for. 5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used. 6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following: AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: **msseabpl@bhel.in** (In case of Sea freight) **msair@bhel.in** (In case of Air freight) DGM (FIN- FP) 4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : **fin_fp.bpl@bhel.in** And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at **mmfe.bpl@bhel.in** 7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB & documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at **mmfe.bpl@bhel.in** as well as at **msseabpl@bhel.in** (for Sea shipment) **or msair@bhel.in** (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller. In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order. Additionally, following requirements to be taken care of by the bidder during PO execution stage: i) IEC (**0588138690**), GSTIN (**23AAACB41461ZN**) and email ID (**mmfe.bpl@bhel.in**) of BHEL Bhopal shall be clearly mentioned on B/L or AWB. ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon. iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others. iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee. v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port. vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping & commercial documents. Part shipment shall be strictly avoided for Air shipments.
C	**General**
	1. For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.

	2. All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation 3. Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details. 4. Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
12	**Pricing Terms**
A	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	**Price Validity :**
A	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
14	**Taxes & Duties - Indigenous Purchase**
A	Bidder to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.
B	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10th of next calendar month in the online GST portal wherever applicable.
C	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
D	Bidder to submit invoices compliant with GST invoice Rules
E	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
F	Bidder to ensure TAX INVOICE submission along with consignment
G	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
H	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
I	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
J	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
K	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above. The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to use the same for payment of tax or any other amount. Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.
15.	**Taxes & Duties - Foreign Purchase — Imports**
A	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	**Payment Terms-**
A	**Indigenous:** 100% payment in 90 days of receipt (45 days for MSE including Udyog Aadhar/ Udhyam registered suppliers as per relevant act in force), subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.
B	**Foreign:** 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit

	period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise. Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.
C	Foreign bidders to submit declaration of **Permanent Establishment and Business Connection (PEBC**) for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.
D	Foreign bidders to submit **Tax Residency Certificate (TRC) & Form 10F** (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.
17	**Inspection of Goods**
A	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Bidder's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Bidder from his obligations under the contract. Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier. If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills. In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.
C	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's works before clearing the items for despatch.
D	All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign bidders, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Bidder shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
E	REJECTION: If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier: a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL. Or b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter. Or c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, allow the supplier, wherever mutually agreed, to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL. Or d) Take alternate procurement action from elsewhere and recover the difference in total cost to BHEL including services, if any, incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase. Or e) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier. Or

	f) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.
18	**Guarantee / Warranty and corresponding Repairs / Replacement of Goods**
A	Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Bidder. In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.
19	**Evaluation and Loading Criteria:**
A	The evaluation currency for this tender shall be INR. Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation. Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the bidder along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.
20	**Variation of orders**
A	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	**Sub-contract**
A	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	**Recovery / deductions of amount from supplier**
A	a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills. b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.
23	**Safety clause for purchase orders**
A	The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection. The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected. If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.
24	**Non-Disclosure Agreement**
A	All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. ***BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.***

	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
25	**Settlement of Disputes & Arbitration**
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Bidder and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	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 the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal. The cost of arbitration shall be borne as per award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract. Administrative Mechanism for Resolution of CPSEs Dispute as stated in https://dpe.gov.in/guidelines/guidelines/chapters/2673. In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract 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 and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."
E	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	**Applicable Laws and Jurisdiction of Courts**
A	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Bhopal in the State of Madhya Pradesh, India shall have sole jurisdiction.
27	**RIGHT OF REJECTION /NON- PLACEMENT OF PO:** BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	**Performance Bank Guarantee (PBG)/ Security Deposit (SD):**
A	Wherever PBG (covering equipment / system / work performance guarantee) **is** called for in the Notice Inviting Tender (NIT) deviation shall not be accepted.
B	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser.
C	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
D	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
E	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the Enquiry.
F	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted such security, the amount of performance security due shall be covered as per terms defined in NIT/ contract , from the bills along with due interest.
29	**Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) –**

	All benefits as per Government of India guidelines shall be given to eligible bidders. MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of relevant document stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. 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 may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL. Note: MSME benefits shall not be given to traders, Dealers or authorised agents.
A	MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
B	In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s). In case of indivisible tender, the full quantity shall be awarded to L1.
C	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
D	MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (As per BHEL Format, where deemed validity of EM II certificate of five years has expired) 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 benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate/ Udyog Aadhar Memorandum certificate having deemed validity (five years from the date of issue in acknowledgement in EM II/ Udyog Aadhar) or valid NSIC certificate or EM II/ Udyog Aadhar certificate along with attested copy of a CA certificate (Format enclosed as per Annexure I where deemed validity of EM II certificate/ Udyog Aadhar certificate of five years have expired) applicable for the relevant financial year (latest audited) or such other document as may be stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be

	notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. 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 may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL. In case if all the items being procured under the enquiry fall under category of reserved items as defined in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" and if any of the MSE bidder(s) is techno-commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened.
30	**Integrity Pact (IP) — Independent external monitors (IEM)** For tenders in which integrity pact is applicable, following points stand valid :
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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial 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. Name: ---------- Address: ---------- E-mail : ---------- } As indicated in NIT / enquiry
B	Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender. **NOTE:** No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department. **For all clarifications/ issues related to the tender, please contact:**

	(1)	(2)
Name		
Landline No.		
Mobile No.		
Email		
Dept.		
Address		
Fax		

31	**Fraud Prevention Policy** : The Bidder along with its associate/ collaborators/ sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
32	**Integrity Commitment:** The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. **Integrity commitment, performance of the contract and punitive action thereof :**
A	**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.
B	**Commitment by bidder / Supplier / Contractor :**
B1	- 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.

B2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in 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 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, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.
B3	**Preventive checks to eliminate suspected cartel formation between suppliers** 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 **Declaration by Bidders** We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____ 1.0 _____ 2.0 _____ 3.0 _____ I ____hereby declare on behalf of M/s _____ and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No _____. (_____) For M/s _____ Seal and Sign
33	**Public Procurement (Preference to Make in India), Order 2017** For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-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 NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT. **Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.**
34	**RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines**
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.
II	"Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons , or firms or companies) every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.
III	Bidder from a country which shares a land border with India" for the purpose of this order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a county; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV	The beneficial owner for the purpose of (iii) above will be as under: 1. In case of 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. Explanation – a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements. 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
V	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
VI	Model certificate for Tenders *"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 this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [Where applicable , evidence of valid registration by the Competent Authority shall be attached]."*

Note:

1.0 Tender Specific conditions shall override relevant provisions of this GTC

2.0 In the event of any change as notified by Govt. of India same will supersede.

Special Terms & Conditions for components and assemblies for BG 25 / 65,
Section – A

1. **Scope of Work**:

   a. Scope of work shall include completion of all the works / operations as per BHEL drawings , inspection of the material and delivery of the goods to BHEL stores in accordance with the drawings specifications , technical scope, QA plan, annexure & other relevant documents etc .
   b. Technical scope is only for guidance and not exhaustive. Supplier has to take all necessary care and deliver the item to satisfy relevant quality standard applicable for such product.
   c. All required materials and / or components to be issued as free by BHEL .

2. **PQC: Technical PQC as per attached copy Vender to confirm and provide all the required signed sealed documents along with their technical offer.**

3. **Delivery Terms :** Delivery terms will be FOR destination basis, Being labaour basis PI/ requirements TO and FRO transportation cost of free issued materials will be in Vendor scope. In case any vendor has quoted on Ex-works basis and not agreed for BHEL preferable delivery terms FOR destination, suitable loading to be done as per BHEL rate contract to arrive at total cost to BHEL to decide Total Landed cost to BHEL to arrive at L-1 status.

4. **Rates:**
   a. Rates should be quoted in the unit mentioned in the enquiry, exclusive of taxes & duties but inclusive of desired/specified packing and to & fro transportation charges for delivering the completed job to BHEL Bhopal. Payment of octroi if any for transportation of free issue material from Bhopal to the works of the supplier is to be borne by the supplier.
   b. All applicable Duties & Taxes, which BHEL is required to pay should be clearly declared.
   c. Rates shall remain firm and not subject to any variation / escalation during the period of contract on any account. The quoted rates should not be linked with quantity to facilitate part orders.
   d. Rates should be valid for ordering for 90 days from the date of tender opening. Offers received with validity period less than 90 days shall not be considered.
   e. **Scrap to be retain by vendor on chargeable basis as mentioned in enquiry .The scrap cost along with GST (Scarp cost + GST) shall be recovered from vendors bills hence it is requested to pls keep note while submitting your bids.**

5. **Public Procurement (Preference to Make in India) Clause:**

   "For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class Il local Supplier/ NonLocal 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 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-Il bids against this NIT".

   Bidders to indicate in their bid if they are not Class-I local supplier (local content equal to or more than 50%).

6. **Splitting of order quantity** :
   If mentioned in enquiry, BHEL intends to split total tendered quantity in N-1 vendors, subjects to maximum no. of required vendors mentioned in enquiry as per following table, where N is total no. of Techno-commercially qualified bidders in this tender.
   In such cases, the L1 rate will be counter offered to L2, L3, etc. On acceptance of the L1 rate, other parties may be considered for ordering at L1 rates. If L-2 vendor refuses to accept HESG equivalent rates of L-1 vendor, then the same will be offered to L-3 vendor , L-4 vendor and so on. In case if none of the vendors accept L1 rate, then whole order quantity will be placed on L1 vendor.
   The percentage distribution of quantity/ value among vendors shall be in the ratio of following :

To be signed & affix by vendors in acceptance of all above points)

No of Vendors. Required for distribution of order	L1	L2	L3	L4	L5	L6	L7	L8	L9	L10	TOTAL
1	100										100
2	65	35									100
3	48	32	20								100
4	37	29	19	15							100
5	31	25	19	14	11						100
6	27	23	18	13	11	8					100
7	24	20	18	13	10	8	7				100
8	21	19	17	13	10	8	7	5			100
9	20	18	15	13	10	8	7	5	4		100
10	19	17	15	13	10	8	7	5	4	2	100

Other than L1 vendor shall be counter offered at L-1 accepted rates and on acceptance of same by them, order shall be split as above. In case of non-acceptance of counter-offer by vendor as above, counter-offer process shall be repeated with other vendors in the order of their merit in the comparative statement of prices obtained thro' Part-II or RA.
If we do not get sufficient vendors in final bidding of RA, then ranking of vendors will be picked from initial / dynamic bidding in order of their merit for counter offer purpose.

In case of less no. of Techno-commercial qualified bidders accepting counter offered rate, re-distribution as per above table shall be done at the time of ordering subject to manufacturing capacity, if any.
BHEL also reserves the right for distribution between two vendors in case of only two qualified bidders.

One set cannot be distributed among two vendors, therefore exact percentage distribution to vendors may vary. However, we wil try to maintain the above percentage distribution.

7. Basis of evaluation

a) Only offers received before due date and time and meeting the terms and conditions of the enquiry will be considered.
b) All the offers shall be compared for total cost to BHEL at BHEL stores.
c) In cases where more than one offer is at L1 price, supplier having higher vender performance rating shall be placed at L1.
d) Offers received on any other basis other than the unit specified in tender shall be compared on the basis of design weight indicated in drawing.
e) L-1 /lowest rank will be decided on basis of HESG cost/total landed cost to BHEL Bhopal.
f) Offers having deviations to the terms and conditions will be suitably loaded as per standard rates.
g) GST as applicable on the date of enquiry shall be taken wherever it is not indicated in the offer for arriving the price to BHEL Bhopal.
h) Decision of BHEL in this regard will be final and binding without any further correspondence with the supplier.
i) During bid evaluation, No loading of price with regard to preferential payment of within 45 days will be made on vendor falling under MSMED ACT – OCT.06.
j) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

8. Acceptance & Rejection of bids

To be signed & affix by vendors in acceptance of all above points)

a) In case of two bid system, firms whose bids have been evaluated but found not meeting the qualification criteria would be intimated and un-opened price bid shall be returned to them.
b) Bids not in line with the terms and conditions of the tender enquiry, or unsatisfactory past performance, or not meeting the required delivery schedule/ long delivery or not conforming to normally accepted practices are likely to be rejected.
c) Suppliers are requested to quote in two parts for 2 bid enqiries. However, for quotations submitted in single bid against our rquirement of two bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the vendor. Otherwise, the bid is liable to be rejected.
d) If any new vendor to whom enquiry is issued & who is not registered in BHEL, their price bid shall be considered only after, they will get registered with BHEL.
e) BHEL reserves the right in respect of acceptance & rejection of bids, which will be final and binding without any further correspondence.

9. Drawings/Documents

A) It is advised that technical scope, tender terms and conditions, drawings and other related documents are thoroughly studied and the weight and other required details are ascertained before submitting the offer/bid in their own interest.
a) In case of any discrepancies, it should be immediately informed in writing to the tender issuing authority clearly indicating the discrepancies at least one day before submitting the offers.

10. Delivery Period:

BHEL prefers : Delivery (as per remarks in enquiry sheet) from the date of issue of last material from BHEL on job work basis.

Delivery mentioned in the purchase order can be pre-poned / postponed as per the project schedule. Supplier will be required to meet the revised delivery schedule accordingly. In case of labour basis jobs / mixed basis jobs normally the vendors are expected to lift material in time without any reminders from BHEL and the delivery is computed as per the agreed manufacturing cycle mentioned in the enquiry / offer. However, at times, BHEL will remind the vendors through emails to lift material. In such cases, the delivery will be computed from the last date of issue of material or 10 days from generation of email which ever is earlier.

11. Taxes & duties :-

a) Applicable Duties & Taxes, which BHEL is required to pay, should be clearly declared considering the offer validity and quoted delivery period. Otherwise BHEL will not be responsible for payment of any kind of duties & taxes.
b) Taxes and duties will be paid extra as applicable on the date/dates of contractual delivery or actual delivery whichever is lower.
c) Parties shall declare: Excise duty, sales Tax, IT PAN and SSI registration details and also communicate subsequent changes wherever not submitted earlier at the time of registration.
d) All the formalities relating with existing taxes and duties as well as such taxes and duties which will be introduced in future, will be discharged by the vendor and there shall be nothing which will fall on BHEL.
e) **Form 88** – BHEL being Public Sector Undertaking of Gov. of India is exempted vide notification no. FA-3-29/2004/1/V(54) DT 26/10/2005 by order of Addl. Secy. Gov. of M.P., in respect of goods sent from a place outside the state of Madhya Pradesh.

12. Payment –

a) Payment shall be made in 90 days from date of receipt and against accepted SRV for the supplies complete in all aspects as per the technical scope. If the payment is less than 90 days vendor will be suitably loaded to arrive at BHEL landed cost. However for supplier registered with us against MSMED act will be paid within 45 days. No loading shall be done on MSME vendor this payment term.

To be signed & affix by vendors in acceptance of all above points)

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) 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. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. "

b) ±5% variation in PO weight is acceptable .In cases of order on weight basis where the variation in the actual weight is more than 5%, the same shall referred to the concerned engg. Dept and payment on account of increased weight beyond 5 % shall be released shall be released after amendment of purchase order as per the decision of concerned engg. Dept.

c) Where due to subsequent changes/modification in drawing, if there is variation in the design weight, the payment shall be made as per actual weight .

d) In cases where the job weight exceeds the weigh bridge capacity, design weight certified by the engineering department would be taken as basis for payment.

Confidentially agreement: Without prior permission of BHEL , NIT related documents shall not be be used for any other purpose .

Section –B(Additional terms for labour basis jobs)

1. Order execution:

Materials should be lifted immediately on receipt of intimation of readiness. Delivery period shall be reckoned after 10 days from the date of intimation. If any delay is due to non lifting of material shall not be considered for delivery amendment.

Stock Verification

1. BHEL reserves the right of verification of material lying with the subcontractor /supplier at any time.
2. BHEL material should be stocked at one place with identification with tags on them and should not be mixed with other materials.
3. Proper stock record of material held with them shall be maintained and the same shall be provided to BHEL on demand. If the Subcontractor fails to produce or properly account the materials so issued, BHEL will have the right to recovery of the value of the materials along with the respective administration charges and statutory levies from the running bills of the Subcontractor.
4. Any of the materials of BHEL under no circumstance be sold / hypothecated to any bank or to any lending institution or to any party whomsoever. It should not also be shown as the Subcontractor's assets in any of statements of the Subcontractor to any party.
5. Subcontractor should take all necessary precautions to ensure safety of BHEL material against damage or loss in any form.
6. Further subcontracting of work without prior written permission of BHEL is not permitted. Also, Shifting of items / materials issued by BHEL to any place other than the Subcontractor's works is prohibited.

2. Issue and accountal of free issue material from BHEL

a) Material /components will be issued free of cost under GST ACT 2017 only. Material accountal statement will be submitted by the supplier along with each bill.

b) Material shall be issued in form of raw material & components as mentioned in the technical scope with adequate allowance as per prevailing engineering practice.

c) It shall be the responsibility of Subcontractor to check the raw materials received by them for quality & quantity and ensure its correctness before removing it from BHEL premises.

d) Any wrong material collected should be immediately communicated for remedy. Excess material collected should be immediately returned in the usable form.

e) Any wrong material collected should be immediately informed to us for correction. Excess material collected should be immediately returned in the usable form against not for payment challan through SRV, & only cutbits/offcuts i.e end pieces shall be returned through SCRN / not for payment SRV.

To be signed & affix by vendors in acceptance of all above points)

f) Material issued for job work shall be taken back only in exceptional circumstances and upon written request of vendor with due justification.

g) In cases wherever availability of material becomes critical for certain work order, BHEL has the right to either take back or transfer the balance, material available with the Subcontractor to other, with due material accountal.

h) Free issue Material accountal shall be submitted by the vendor along with each supply. In case vendor fails to liquidate material accountal within stipulated period as per the GST rules from the date of issue of material, then BHEL may recover the cost of material.

i) In case of rejection of BHEL issued material, vendor must repair and return/ replace, as the case may be, within 60 days from the date of rejection failing which such rejection shall be treated as "BHEL material damaged" and BHEL may recover the cost of material as per BHEL rules.

3. Scrap Recovery

a) For all fabricated items, the quantity of scrap to be accounted shall be gross weight minus net weight items as per the drawing/ technical documents/actual weight as the case may be minus burning loss at 2% of the net weight.

b) In other cases the amount of scrap generated shall be gross weight minus net weight items as per the drawing/ technical document minus process loss as mentioned in technical specifications.

c) Scrap generated during processing/fabrication will be retained by the supplier at the rates mentioned in the remarks column of enquiry sheet.

d) GST & applicable duties on scrap will be borne by the supplier which will be deducted from their bill.

4. Q.A. Plan , Testing , Inspection, Quality certification & correlation

a) Q.A. plan is to be strictly followed without any deviation and qualified welders approved by BHEL will be employed as per job requirement & QA plan.

b) Testing:-All types of NDT would be in the scope of supplier and will be carried out through BHEL approved agencies unless specified otherwise in technical specification subject to review of NDT reports by BHEL. Testing of sample if done in BHEL TSD department will be on chargeable basis as per prevailing rates.

c) Inspection and traceability of free issue Material

1. All the material and components taken from BHEL should have got inspected and should be used only for the purpose for which it is issued by QC of BHEL otherwise job is likely to be rejected.
2. It shall be the responsibility of subcontractors to check the raw materials received by them for quality & quantity as mentioned in the order.
3. Subcontractors shall ensure transfer of materials identity and traceability at all stages and also maintains proper records.

d) Inspection of completed jobs

1. Inspection shall be done by customer, third party and/or BHEL`s quality control department as mentioned in the QA plan /annexure.
2. In case of inspection by customer or his authorized agency, intimation of readiness of job for calling the party should be given at least one week in advance.
3. After inspection at supplier's works the goods will be cleared for dispatch on provisional basis. Any defects noticed during assembly, testing or use is to be attended by the subcontractor, including replacement.
4. The cost of rework or rejection, and any cost of freight incidental to such work will be to the Subcontractor's account.
5. Subcontractors shall provide all reasonable facilities to BHEL personnel to have access to the records of the issued material and items under manufacture at all stages of processing and inspection.

e) **Calibration :**

1. Subcontractor shall use only relevant measuring instruments, templates; gauges- calibrated at, either BHEL or at any Govt., approved labs – traceable to national standards or BHEL approved agencies for the purpose.
2. Relevant Test Certificates are to be produced to BHEL inspection staff for verification and demand.

5. Bank guarantee (BG)

<u>Additional Terms & conditions for fabrication / manufacture of components and assemblies on Job work BASIS.</u>

a) Material / components will be issued through delivery challan under GST regime

b) In case of order, the vendor would be required to furnish Bank Guarantee (BG) as follows, if not stated otherwise in the main Enquiry :

To be signed & affix by vendors in acceptance of all above points)

1. First order:-Bank guarantee for vendors executing first order of ancillary & sub-contracting division shall be for 30% cost of free issue material subject to maximum BG of Rs 30 lakhs for first order.
2. Subsequent orders: - Bank guarantee shall be for 10% cost of free issue material subject to maximum BG of Rs 30 lakhs for subsequent orders.
3. 10% BG of highest balance of MWF value (taking into account both PMIV & SMIV held by the fabricators), for A category i.e. for normal material of MS, SS, HSS, CRGO & CRNGO etc. for machining, Fabrication and lamination purpose and copper sheets for welding to transformer tank (based on highest balance of MWF value appearing at the end of each month starting from January to December of the previous calendar year)
4. 10% BG of highest balance of MWF value (taking into account both PMIV & SMIV held by the fabricators & based on highest balance of MWF value appearing at the end of each month starting from January to December of the previous calendar year) or value of material to be issued whichever is more for B category i.e. for high value item e.g. , thermal blades, turbine runner, liners and labyrinth for HVOF coating etc.
5. 100% BG of value of material to be issued for C category i.e. for very high value item like copper for moulding of conductors, silver for soldering etc.
6. Subject to minimum BG of Rs. 1,00,000 (Rupees one lakh only)
7. "UNDERTAKING FOR FREE ISSUE MATERIAL" on plain paper / letter head from vendors to be submitted (where BG of less than free issue material is proposed) which will be a part of every enquiry refer attachment
8. Solvency certificate of equivalent amount of free issue material.

   Note: - The BG is to be furnished in prescribed Performa and from BHEL approved Banks only (available in B2B site).

In case issual of material gets delayed because of non-submission of BG, BHEL reserves the right to cancel the order.pls refer B2B site for full details for BG system. A declaration to be submitted for balance value of free issue items .

Modified Clause of BG:

3.1.2 Bank Guarantee Valuation

3.1.2.1 For category 'A' items as per 3.1.1.1.1 above, Bank Guarantee to be taken for 10% of the highest balance of MWF value (taking into account both PMIV & SMIV held by sub-contractors). Highest balance shall be reckoned as the MWF value appearing at the end of each month, starting from April of previous year to March of current year. (applicable from 1st June of current year).

3.1.2.2 For Category 'B' items as per 3.1.1.1.2 above, Bank Guarantee to be taken for 10% of the highest balance of MWF value (taking into account both PMIV & SMIV held by sub-contractors) and based on the highest balance of MWF value, appearing at the end of each month starting from April of previous year to March of current year (applicable from 1st June of current year), or 100% value of material to be issued, whichever is more.

Clauses added in MI :

3.1.8 "Security against material"

3.1.8.1 Word "Bank Guarantee" or "BG" is to be read and understood as "Security against material".

To be signed & affix by vendors in acceptance of all above points)

3.1.8.2 "Security against material" shall be as per modes of deposit in clause 5.B.2 of purchase policy-2013 amendment 4 as given below.

(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act and which are under BHEL Consortium. The Bank Guarantee format should have the approval of BHEL.

(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(v) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

3.1.8.3 Forfeiture of "Security against material" : This shall be as per extant clause 5B.4 of purchase policy 2013 Amendment no 4. i.e. The "Security against material" will be forfeited and credited to BHEL's account in the event of a breach of contract by the subcontractor. The breach of contract may be due to non-returning, rejection of material etc.

3.1.8.4 The Performance Security shall not carry any interest.

3.1.8.5 In case of "Security against material" is in the form of Bank Guarantee or Insurance Surety Bond, the claim date shall extend beyond a minimum period of 3 months from validity date.

6. LATE DELIVERY (LD CALUSE) : In case of late delivery a penalty @0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of total order value would be levied.

7. Order Cancellation

a) BHEL shall have the right to cancel any order either wholly or in part on account due to cancellation of order or any curtailments or stoppage of BHEL's business or any other reason which justifies cancellation with recovery of full material cost.

b) In the event of delay in lifting the free issue material or/and delay in completion of work , BHEL shall be free to cancel the order in part or full and divert it to alternate subcontractor at the cost and risk of the subcontractor .

8. Confidentiality Agreement

a. All successful vendors are under obligation to maintain complete confidentiality of the documents, process etc . Acceptance of terms and conditions of the tender implies and binds the vendor to this agreement and no seperate agreement need not be entered.

b. BHEL drawings shall not be used other than BHEL's requirements which after manufacture of items shall be returned along with delivery of materials.

9.Guarantee

The subcontractor shall warrant that the goods fully complies with the drawings and other technical conditions. If the finished goods are found defective owing to faulty workmanship / incomplete work within a period of 24 months from the date of

To be signed & affix by vendors in acceptance of all above points)

dispatch the subcontractor shall make good of it / replace the same free of cost. Alternatively, the rework/replacement will be done by BHEL at the cost and risk of the subcontractor.

Insurance- Submission of documents by the vendors :

Insurance will be in supplier scope.

Material issued to vendors are covered under BHEL corporate insurance policy. In case of any loss, to facilitate processing of claim, the vendor needs to furnish all required documents in time. The vendor is liable to pay the loss if the claim is not enforceable due to non-submission of documents by the vendors.

10. General

a. Any change in the constitution of the subcontractor's unit during the operation of the contract will have to be made only after getting the specific written approval from BHEL. Non - compliance to this may entail cancellation of registration.
b. The Subcontractor shall comply with all statutory obligations such as ESI. PF, labour laws, Factories Act. BHEL shall not be responsible for any of the penalties/ fines etc on this account.
c. Further to the above , other instructions for packing, liquidated damages, arbitration & jurisdiction, indemnity , rejection etc., shall be as per the terms & conditions of indigenous enquiry BP 200102 and purchase order MM 5527 rev.03 as issued by material management department . (copy of documents mentioned above are already available with the vendors & hosted in B2B site of BHEL Bhopal http://www.bhelbpl.co.in/mm/).
d. Progress report – Progress report will be required to be sent every week without fail by e-mail to pareshverma**@bhel.in & naskar@bhel.in** indicating the status of each purchase order and hold up points. Please indicate your e-mail address in your offer without fail.
e. In case of mismatch or any typographical mistake , computer generated enquiry copy shall be valid for enquiry.
f. Pls visits B-2-B site for all information http://www.bhelbpl.co.in/mm/

Acceptance of all the above Enquiry terms & conditions & annexures are required in your offer.

11. REGARDING TOOLS:

" **VENDORS ARE REQESTED TO RETURN THE TOOLS IMMIDIATELY ON COMPLETION OF JOBS. IN CASE THE TOOLS ARE NOT RETURNED WITHIN 3 MONTHS OF ISSUE OF THE SAME, THE BILLS OF THE VENDORS MAY BE KEPT UNDER HOLD TILL RETURN OF THE TOOLS"**

BHEL RESERVES RIGHT TO CANCEL

i. Our requirement part or full at any stage of the tender finalization (or) even after finalization of tender. PO can be short close at any point depending upon order BHEL book position.

ii. Or forfeit the chance in tender, if any vendor(s) found to be "unsatisfactory" during our assessment processes/non-compliance of statutory requirements etc. as required for "vendor registration" during/after the processes of finalization of contract.
iii. The order(s), if any vendor (s) found to be "unsatisfactory" during our periodical assessment processes / review of assessment processes/ non-compliance of statutory requirements etc. as required for "vendor registration" during the execution of order(s).

iv. **Divert order(s) in case of non-submission/ delay in submission/delay in lifting the material/delay in completing the work/delay is supply or failure to meet order delivery schedule / in-sufficient amount of bank guarantee/non-execution of orders by vendor (s). as per BHEL rules/current practice .**
v. In case L-1 supplier or any supplier after finalization of rate contract is not maintaining supply within stipulated contractual delivery, the balance quantity will be distributed in order of merit.
vi. The contract or forfeit the chance in tender, if any vendor (s) disposed off units/found to be sick/ running under unrest/ declared insolvency /nonrenewal lease deed during/ after finalization process/ during the validity of the contract without assigning any reasons thereafter.
vii. The offers of the vendor who are in banned list and offers of those firm who engaged with the services of banned firm the offers shall be summarily rejected .If the vendor is found in banned list of BHEL at later stage the PO shall be cancelled. The list of all banned firm is available in BHEL internet site at www.bhel.com.

To be signed & affix by vendors in acceptance of all above points)

Any deviation to any points of this annexure or enquiry should be clearly mentioned in offer. Otherwise, it will be presumed that supplier agrees to these conditions.
Any deviation to BHEL NIT conditions and BHEL std practice will be suitably loaded as per BHEL current loading factors to arrive at total cost to BHEL to decide Total Landed cost to BHEL to arrive at L-1 status

12. Apart from the above, terms & conditions of indigenous enquiry and purchase order issued by material management department vide BP -200102 (latest revision) , MM 5505 (latest rev.), MM 5527 (latest revision) respectively will also be applicable (already available with the suppliers and hosted in B-2-B site http://www.bhelbpl.co.in/mm/).

Acceptance of all the above Enquiry terms & conditions & annexures are required in your offer. The same is to be accepted by the vendors in Part-1 offer. Offers/Bids/Quotations may be rejected without acceptance / submission of same.

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.

13. "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 bidde,: 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:
a) they have controlling partner (s) in common;· or
b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
c) they have the same legal representative/agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder,· or
e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or
f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal,· or
g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid,· or
h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business own'ership/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. "

To be signed & affix by vendors in acceptance of all above points)

UNDERTAKING FOR FREE ISSUE MATERIALS

M/s Bharat Heavy Electrical Limited,
Piplani, Bhopal-462022 (M.P.)

Whereas M/s Bharat Heavy Electrical Limited (hereinafter referred to as 'The Customer' which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their office at Piplani, Bhopal-462 022, MP has entered in to a contract with **M/s.....** (hereinafter referred to as 'The Contractor" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns for supply for free issue material on the terms and conditions as set out inter-alia, in the above said Purchase order/various purchase orders and various documents forming part there of hereinafter collectively referred to as the 'Said Contract" which expression shall include all amendments, modifications and / or variation thereto. This will also include other future fabrication and machining orders placed by BHEL during below mentioned period.

AND WHEREAS the customer has agreed to supply to the contractor major portion of raw materials / components etc. for the purpose of execution of the said contract by the contractor (the raw materials/ components etc.) to be supplied by the customer to the contractor hereinafter for the sake of brevity referred to as the "Said Materials" shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon, machined/fabricated at the sole risk and expense of the Contractor.

Now Therefore in consideration of the pre-condition to the supply of the said materials by the Customer to the contractor, the Contractor hereby irrevocably and unconditionally undertake to compensate and keep compensated the customer from and against all loss, damage and destruction (inclusive but not limited) to any or all loss or damage and destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightening, explosion storage, chemical or physical action or reaction, bending, warping, exposure, resting, faulty workmanship, fabrication or faulty method or technique of fabrication, strike, riot, civil connection or other act or omission or commission whatsoever within or beyond the control of the Contractor, misuse and misappropriation (Inclusive but not limit to misuse or misappropriation by the contractor and the contractor's servant and or agents) Whatsoever to or of in the said materials or any part of item thereof from the date that the same or relative part of item thereof was supplied to the Contractor up to until the date of return to the Purchaser of the said material or relative part of item thereof or completed construction works incorporating the said material and undertake to pay to the customer forthwith on demand in writing without protest or demur the value as specified by the Customer of the said material or item or part thereof lost , damaged, destroyed, misused and / or misappropriated, as the case may be , together with the Customers costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance freight, packing and inspection costs/ or expenses) upto and aggregate limit of **Rs. _____/- (Rupees_____ only)** and/or additional value of material, if supplied to contractor.

1. The Undertaking shall be a continuing/ Undertaking and shall remain valid and irrevocable for all claims of the purchaser arising hereunder upto and until the midnight of …….. However, if the Contract for which this Undertaking is given is not completed by this date Contractor hereby agrees to extend the Undertaking till such time as is required to fulfill the Contract.

2. This Undertaking shall not be determined on change of constitution or insolvency of the Contractor but shall be in all respects and for all purpose be binding and operative until payment of all moneys payable to the Customer in terms hereof.
3. The mere statement or allegation made by or on behalf of the customer in any notice or demand or other writing addressed to the contractor as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the contractor and / or prior to completion of the completed fabrication/ machining works and handing over the completed job thereof incorporating the said materials shall be conclusive of the factor of the said material or item or part thereof having been supplied to the Contractor and / or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be , while in the custody of the Contractor and / or prior to the completion of the fabrication/ machining/processing works and handing over the completed job thereof incorporating the said materials without necessity on the part of the customer to produce any documentary proof or other evidence whatsoever in support of this.
4. The amount stated in any notice of demand addressed by the customer to the Contractor as to the value of such said materials lost, damage, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by the Customer in connection therewith shall be conclusive of the Value of such said materials and the said cost and expenses as

To be signed & affix by vendors in acceptance of all above points)

also of the amount liable to be paid to the customer without producing any voucher, bill or other documentation or evidence whatsoever in support thereof.

The undersigned has full power to execute this undertaking on behalf of the Contractor under the capacity as Chairman & Managing Director/ owner/partner of the Company.

Place :
Date:

Witnesses **For (Co. name) _____**

1. **Signature ……** **Signature……..……**
   Name …….…... **(Name, sign & seal of Co.)**
   Address……

2. **Signature …….…...**
   Name ……..…..
   Address……

To be signed & affix by vendors in acceptance of all above points)