

Request for Quotation

Collective No : B5E1Z44777

S.No	PR No	Matl Code	Matl Desc	Matl Spec	MU	Item Qty
1	5000044777	TC9751526051	WELD NECK FLANGE 10"CL 2500 SCH120 RJ	TC51526 Var: 05	EA	2

Terms & Conditions :

- Delivery Terms: FOR Destination to BHEL, Hyderabad, 01-Stores.
- Inspection by : 1) TPI / BHEL
2) IBR
- Inspection charges by : 1) TPI / BHEL -- by BHEL
2) IBR -- by Vendor (i.e., included in quoted prices)

Technical Bid :

- The vendor shall submit a Technical Offer without price on the company letterhead containing all relevant technical details, including:
 - i) Material Code
 - ii) Item Description
 - iii) Drawing Number
 - iv) Specification Number
 - v) Quantity
 - vi) Compliance to Technical Requirements
 - vii) Delivery period
 - viii) Any other applicable technical conditions
- Vendor has to submit Instructions to Bidder (ITB) duly filled, signed and stamped on each paper, along with their technical offer.
- Vendor has to submit SCC, Annexure-I, Annexure-III & Annexure-IV duly filled, signed and stamped, along with their technical offer.
- Technical Pre-Qualification Criteria (PQC) along with supporting documentary evidence, shall be submitted without fail as part of the Technical Offer.
- Guarantee/Warranty as per BHEL specification. Unless otherwise specified in the specification, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier.
- Specifications are attached in tender Documents. Provide attested copies duly stamped. For any other confirmations, please email us "mohanj@bhel.in"
- Packing & Forwarding, Transport, Insurance, and any other charges, if applicable, shall be included in the quoted prices.
- Offers acceptance is subject to end customer/BHEL approval, which ever is applicable.

Price Bid :

- The vendor shall submit a Price Offer with price on the company letterhead containing all relevant details, including:
 - i) Material Code
 - ii) Item Description
 - iii) Quantity
 - iv) Unit Price
 - v) Total Price
- Quality Plan shall be submitted after placement of PO for BHEL approval.
- BHEL reserves right to cancel any / all items of enquiry.
- BHEL reserves right to increase / decrease the quantity of any / all items of enquiry.
- All necessary test certificates shall be furnished along with the supply.
- Delivery required in **30 days** from the date of PO.

Supplier Declaration: I _____ (Supplier Name) declare that the above points are noted and Confirmed while submitting the quotation. Authorized Signature & Stamp (_____) Vendor Name



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

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

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

5	BID SUBMISSION PROCEDURE FOR CONVENTIONAL TENDER:		
A	For Single Part Bids:		
	The complete bid shall be submitted in a single sealed cover superscribing the Tender number and due date, addressed to Sr DGM/CMM, 4 th Floor Administrative Building, BHEL, Hyderabad and sent by appropriate mode to above address or dropped in tender box located at Admin II Gate on or before the specified time and date of submission of offers, preferably in the bidder's envelope. E- mail bids shall be sent to mail ID pricebid_hyd@bhel.in only as an attachment.		Non Deviatable
B.	For two-Part Bids:		
i	The offer is to be submitted in two parts viz., Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., Earnest Money Deposit (EMD)(wherever applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission, duties, taxes and other charges, Signed and Stamped ITB and SCC, <u>except the price</u>, shall be kept in a separate sealed cover, superscribing enquiry No. (Techno-Commercial Bid) and due date AND Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover superscribing Enquiry no. (Price bid) & due date. Both the above covers (Part –I & II) shall be kept in a Third cover superscribing Enquiry no. & due date. Bidder can also submit offer through email. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in, and price bid to be submitted to mail ID pricebid_hyd@bhel.in only as an attachment. Interchanging the information in the mails may lead to rejection of the offer. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.		Non Deviatable
ii	The bidders whose bids are techno commercially not accepted will be informed and EMD shall be returned wherever submitted.		
iii	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL , warrant changes in prices.		Non Deviatable
C	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening. Only the price bids of bidder (in case of two part bid) whose techno commercial bids are accepted will be opened later on a specified date.		Non Deviatable
6	DELIVERY TERMS		
A	Indigenous Purchase		
	a. Terms of Delivery for dispatches to BHEL Hyderabad (HPEP) shall be FOR Destination. b. Terms of Delivery for Direct Dispatch (DD) items shall be Ex Works. i. Incase specified in SCC that insurance is in customer/BHEL scope, price quoted shall include Freight charges up to Destination. ii. Otherwise, price quoted shall include Freight and Insurance upto Destination. However, beneficiary for insurance shall be BHEL.		
B.	Imports		
	The goods shall be delivered on FCA capital airport basis in case of freight by Air and CIP basis in case of freight by Sea.		
7	Documentation for Payment		
A	Indigenous Purchase		
	Following documents shall be submitted immediately on dispatch of material to BHEL HPEP / Site a. Two numbers of Original Tax Invoice (Refer ITB clause no 11 for Tax Compliance)/ e-invoice of GST Portal if applicable) b. Packing List - clearly showing number of packages, gross weight and net weight. c. Test/Warranty/Guarantee certificates, O&M Manual (If specified in SCC) d. Insurance intimation/declaration certificate e. Pre-dispatch Inspection report /Third Party Inspection Certificates. f. Consignee copy of LR signed & stamped by Customer/Site representative for DD Items g. e-waybill h. Any other documents as specified in SCC.		Non Deviatable

B	Softcopies of the above documents shall be uploaded in SUVIDHA portal https://suvidha.bhel.in/suvidha/ or https://hpep.bhel.com/mm/main.jsp Vendor Bills tab. immediately after dispatch of the material. Upload of Documents is mandatory for material Entry. Imports i) Bidder shall inform BHEL the readiness of material along with packing details 30 days in advance from the date of delivery. For Hazardous cargo/DG cargo, supplier must provide the following documents prior to handing over shipment to freight forwarder, wherever freight is in BHEL scope: 1. Valid MSDS 2. DGD certificate with appropriate UN numbers. 3. Labelling and marking on DG cargo along with photo of packaging. 4. Self-declaration for consignment 5. Packaging Certificate as per DG Standards 6. TSA Approved Truckers details to be provided to forwarder at the time of shipment In addition to the above, supplier should ensure to comply all IATA DG regulations, if any new requirement is added in future. ii). Bidder shall also upload the soft copy of the dispatch documents consisting of BL / AWB, Invoice, delivery note, packing list, country of origin & Test certificates and other documents as specifically indicated in the SCC in PRADAN Portal (https://hpep.bhel.com/mm) within Five days from the B/L date for sea shipment and One day from AWB date for Air shipment and sent to email ids: mssea@bhel.in, msair@bhel.in, cmmfe@bhel.in. iii) AWB/BL must contain the information of BHEL GST no., and PAN no. iv) Air Shipments: Bidder shall ensure the following a) Port of discharge -- Mumbai/Chennai/Hyderabad (as indicated in SCC). b) Consignee shall be BHEL, Hyderabad. Material shall be air freighted through cargo mode only and not through Courier. c) Upon handing over the cargo to the forwarder, bidder shall ensure the acknowledgement receipt with wordings "Cargo handed over in sound condition for Air freighting". Note: Warehouse receipt will not be considered for penalty calculations. d) In case of CIF/ shipments, bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within one day from the date of Shipment. e) Following dimensions of single package may be noted. - i). Maximum dimension of the cargo(ODC) -- 125" x 88" x 63" - ii). Maximum weight of the cargo -- 3.5 MT. If any package dimension or weight exceeds the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and bidder shall inform BHEL 30 days in advance to the delivery date to enable BHEL to finalize the freight forwarder. - f). If package falls under Hazardous category, bidder shall communicate BHEL 30 days in advance period with document support. v) Sea Shipments:- bidder shall ensure the following - a). Port of discharge -- Nhavaseva/Mumbai/Chennai. - b). Place of Delivery / Final Destination for CIP shipments - Nhavaseva CFS / Chennai CFS. - c). In case of FOB shipments, bidder shall handover the material to BHEL nominated forwarder and obtain the cargo receipt. - d). If the material cannot be containerized in 20 or 40 GP containers, an advance information of 30 days prior to the delivery date shall be communicated to BHEL for necessary arrangements and finalisation of freight forwarder. - e). For CIP shipments 1. In case of FCL shipments, Detention free period must be 14 days. 2. Bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within 5 days from the date of Shipment. 3. No charges for the services rendered till place of destination will be payable by BHEL. In case liner / forwarder insist for charges, not in the scope of BHEL, the same will be adjusted from bidder account. 4. In case of CIF shipments -- Bidder must select a forwarder/liner whose discharge port published tariff for THC and other services is available. Any charges over and above the published tariff will not be borne by BHEL or will be adjusted from the bidder's bill. 5. bidder must insure the cargo for 110% of material value including the freight amount. (vi). Recovery charges for non-submission of documents: - Bidder shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT.		
---	---	--	--



	If BHEL incurs any charges such as Penalty, demurrage, container detention, wharfage, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/ NIT/Letter of credit, the same shall be recovered from the bidder as under: 1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector A. For FOB Sea Consignments:- Penalty for late submission / negotiation of documents beyond 14 days shall be as under: <table><tr><th rowspan="2">Sl. no</th><th rowspan="2">Period (From Date of Bill of Lading)</th><th>Recoverable Charges</th><th colspan="2">Recoverable Charges per day per container</th></tr><tr><th>LCL per week/ Break bulk cargo per day</th><th>20FT Container</th><th>40FT Container</th></tr><tr><td>i</td><td>Upto 14th day</td><td>Nil</td><td>Nil</td><td>Nil</td></tr><tr><td>ii</td><td>15th day onward</td><td>USD 10</td><td>USD 110</td><td>USD 200</td></tr></table> B. For CIP Sea Shipments: - Bidder shall provide rates for detention charges after free period at the time of offer itself in case of engagement of 20FT Container and 40FT category. In case of late presentation of documents to the bank recovery will be effected from the Bidder as per the rates quoted by the Bidder at the time of offer in this regard. In case of Break bulk cargo and LCL, Demurrage charges shall be recovered at the rate of USD 1 per Ton per day and storage charges at the rate of USD 10 per week respectively shall be charged as late presentation charges. (vii) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Bidders shall ensure that invoice shall contain PAN nos. of both bidder and BHEL along with other tax related numbers. BHEL PAN AAACB4146P and BHEL TAN HYDB00086C Any other additional documents sought by the statutory authorities, the same shall be produced by the bidder on priority basis. (viii) Bidder shall provide package details including number of packages, gross weight, net weight etc. (ix) The bidder shall provide the following documents at the time of submission of offer: a) No Business Connection in India declaration issued by the bidder as per the format specified. (or) b) (i) No Permanent Establishment in India declaration issued by the bidder as per the format specified. (ii) Tax Residence Certificate issued by the bidder's tax authorities. (iii) Form 10F, as attached in Annexure V, to be issued by the bidder. c) In case the bidder has a Business Connection in India as per Section 9 of Income Tax Act or significant economic presence in India as per rule 11 UD of IT Act or Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the bidder's country, the bidder shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.	Sl. no	Period (From Date of Bill of Lading)	Recoverable Charges	Recoverable Charges per day per container		LCL per week/ Break bulk cargo per day	20FT Container	40FT Container	i	Upto 14th day	Nil	Nil	Nil	ii	15th day onward	USD 10	USD 110	USD 200		
Sl. no	Period (From Date of Bill of Lading)			Recoverable Charges	Recoverable Charges per day per container																
		LCL per week/ Break bulk cargo per day	20FT Container	40FT Container																	
i	Upto 14th day	Nil	Nil	Nil																	
ii	15th day onward	USD 10	USD 110	USD 200																	
8	Delivery Schedule																				
	The tendered goods shall be delivered within the period stipulated in NIT/ SCC as accepted. Inordinate delay/early supply are liable for rejection/Hold on payment.		Non Deviatable																		
9	Pricing Terms																				
	Quoted price shall be inclusive of Packing & Forwarding and shall remain firm and valid during the execution of PO. Offers with PVC will be rejected outright except in cases where specifically called for in the SCC.		Non Deviatable																		
10	PRICE VALIDITY :																				
	Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid /part-I in case of two part bid). However the prices quoted for spare parts of the Main equipment shall be kept valid for a period as specified in SCC.		Non Deviatable																		

11	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)	
A	Indigenous Purchase i) Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer. ii) If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer. iii) Bidder to quote the applicable taxes in the following manner: - Harmonized System of Nomenclature (HSN) of Goods - Services Accounting Code(SAC) of Services. - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided iv) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services. v) In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated. vi) Any other taxes & duties not covered anywhere above may be indicated separately. Taxes deducted at source: - TDS as per the extant statutes shall be deducted. - In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act. - Concessional certificates, if any, should be provided well in time for lower deduction of tax.	Non Deviatable
	Terms & Conditions to be complied 1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN ie 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. 2. Reimbursement of GST amount will be made only upon completion of the following: i. Bidder declaring such invoice in their GSTR-1 Return/ IFF ii. Receipt of Goods or Services and Submission of Tax invoice by BHEL iii. The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal. 3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices. 4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest. 5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/ leviable on BHEL. 6. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal. 7. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities. 8. Vendors who fall under the E-Invoice regulations, i.e., having an annual turnover of Rs. 10 crores (Rs 5 crore w.e.f 01.08.2023) in the previous year shall issue e-invoice in line with Rule 48(4) of CGST Rules failing which GST amount will not be reimbursed to the vendor even if the other requirements are fulfilled. 9. In case the vendor is exempted by the GST department under the Rule 48(4) of CGST Rules from issuing E-invoice, a declaration as prescribed in the Notification 17/2022 - Central Tax dated 01-08-2022 shall be provided on the invoice. 10. Vendors who do not fall under the E-Invoice regulations, i.e., whose annual turnover is less than Rs. 10 crores (Rs 5 crore w.e.f 01.08.2023) in the previous year have to give an undertaking indemnifying BHEL that the vendor is not falling under the E-invoice requirement category and that in case of any breach of this E-invoicing requirement, the vendor indemnifies BHEL of any consequences that may arise due to such a breach. 11. No GST shall be levied on liquidated damages / penalty.	

B.	Foreign Purchase (Imports) The offered price shall be inclusive of all the Taxes and duties as applicable in country of export / country of dispatch for the quoted price. Taxes deducted at source: a. In case of goods or services subject to Income tax in India, such tax as per the extant statute shall be recovered. b. In case bidder does not provide necessary documents for beneficial taxation (Refer clause 7-B-(ix) a-c of ITB), the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		Non Deviatable
12	Payment Terms: Unless otherwise specified in SCC, following shall be the terms of Payment.		
A	Indigenous: a. Micro & Small Enterprises (MSEs) - 100% EFT payment within 45 days b. Medium Enterprises - 100% EFT payment within 60 days c. Non MSME Bidders - 100% Direct EFT Payment within 90 Days Note A. Above due date is reckoned from the date of Receipt of material or 15 days from the date of submission of complete set of documents as per PO whichever is later. Objections, if any on the invoice, available on SUVIDHA portal need to be closed. In such instances, due date is reckoned from the closure of objections. Vendors are advised to get familiarized with the document exchange feature on SUVIDHA portal. Payment will be made for Material accepted value. B. MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL C. The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less. D. Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. E. In case of packaged items, 10% of supply value will be retained till completion of total supplies. F. Bidders to comply with clause 11 on GST requirements G. MSE benefits are not applicable to Traders / Wholesalers registered as MSEs. H. In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform (i.e RXIL, MI xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.		
B	Imports: i) 100% payment (less Indian Agency Commission, if any) shall be through Wire Transfer with a credit period of 45 days - Cash Against Documents (CAD) ii) In case Bidder opts for Letter of Credit payment, the LC Usance period shall be 90 days with respective bank charges to respective accounts and loading of 0.50% iii) Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate, as on the date of payment after successful completion of the contract.		
C	Conditions for LC: a. LC validity period will be 90 days and for any extension, applicable charges will be to bidder's account. b. LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date. LC will be opened within 15 bank working days from the date of request.		Non Deviatable
D	Conditions for both Indigenous & Foreign Bidders: a. In case Bidders insist for lesser Credit period and BHEL accepts, a loading of 0.60% for every 15 days reduction will be applicable. b. In case PBG as required is not furnished, Payment will be released deducting the BG amount, which will be paid after expiry of warranty period against submission of supplementary claim. c. Payment does not imply in any respect whatsoever a waiver of Buyer's right to performance of the Order. Buyer is entitled to set off claimable debts against claimable liabilities with the bidder by means of a setoff Note.		Non Deviatable

E	Wherever EMD is applicable, the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be retained till submission of Performance Bank Guarantee (PBG). Tender Fee wherever applicable is not refundable. No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.		Non Deviatable
13	Penalty clause: In the event of delay in supply /part-supply of goods, Penalty as detailed below is leviable a. Penalty of 0.5% per week or part there of shall be levied, limited to a max of 10% (ten percent) of delayed portion value / order value (as specified in SCC). b. Penalty applicable for delay in documentation is as per SCC. c. Date Reckoned for Penalty - Indigenous Orders with delivery terms FOR HPEP: C Note date. - Indigenous Orders (Others): Date of e-waybill. - Imports: For CIP/CIF Orders: IGM date - Imports: For FOB Orders: AWB / BL date - Imports: - For FCA Orders: - Date of acknowledgement from Freight Forwarder. - For Ex Work Orders (both air and sea): - Latest of Air Freight Request (AFR), Invoice, Packing List, Inspection date (if applicable) or any other documentary evidence confirming material readiness. d. In case of Deviation to above Penalty clause, loading applicable to the extent to which not agreed by Bidder. e. Timelines as mentioned in the Annexure 1 will be considered for reckoning delivery.		
14	Excess materials supplied beyond tolerance limit as specified in PO will not be paid and bidder may raise credit note for the excess/unaccepted material as per GST law.		Non Deviatable
15	Rejected materials, if any, shall be collected by the bidder within 90 days of such communication to the bidder. Beyond this period the bidder forfeits their right to the materials.		Non Deviatable
16	Guarantee / Warranty Period: Wherever required, and so provided in the specifications/SCC/Purchase Order, the bidder shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. a. Guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. b. In case erection & commissioning is involved, guarantee period shall be 12 months from the date of commissioning. c. In case of equipment bought as a package which are intended to be incorporated in installations or systems, the guarantee period shall be 12 months from the date of commissioning of such equipment. The guarantee period shall be extended by the period during which the goods are not in compliance. If the delivery is found to be non-complaint, bidder shall replace, repair or re-execute the as requested by BHEL. If the bidder defaults on his obligations, buyer has the right to proceed to replace, repair or re-execute at the bidder's expense. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery. Loading for deviation: In case warranty specified in SCC is over and above the period mentioned in b & c above; loading will be 1% per annum for the deviation in warranty end period, on the contract value. Expected commissioning period is as indicated in SCC.		Non Deviatable

17	PERFORMANCE BANK GUARANTEE (PBG) (Applicable in case mentioned in SCC) In case enquiry specifically spells out PBG requirement, PBG is to be submitted by Bidder in requisite format as per Annexure VII. Further detailing on PBG as specified in SCC. The PBG shall be for the performance of the goods and shall remain binding not withstanding such variations, alterations or extensions of item as may be made, give, conceded or agreed to between the Bidder and BHEL under these Terms and conditions or otherwise.		Non Deviatab le																									
NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.18. The Bidders may specifically note the following.																												
18	Evaluation and Loading Criteria: i) Evaluation Currency for this tender shall be “INR”. ii) Evaluation of prices shall be done item-wise unless otherwise specified in the SCC. iii) Evaluation shall be on the basis of delivered cost, i.e. “Total Cost to BHEL” w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). iv) In the course of evaluation, if more than one Bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 Bidders. In case more than one Bidder happens to occupy the L1 status even after soliciting discounts, the L1 Bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 Bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding. INDIGENOUS a. Bidder shall ensure to indicate the applicable taxes against each line item, failing which the same will be considered as inclusive/NIL. b. Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 2% of Ex-works value. c. GST and any other charges quoted will be added to the base price. However, in case input credit is available for GST (SGST, CGST/IGST), the same shall be excluded for arriving at “Total Cost to BHEL” IMPORTS For evaluation of offers in foreign currency, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken. In case of foreign Bidders, the quoted price shall be loaded by the following factors to arrive at “Total Cost to BHEL”: - Import duty as applicable on the date of Part-I bid opening. - Loading will be as per the table below																											
<table><tr><td></td><td>Ex Works</td><td>FOB/F CA</td><td>CIF/C FR</td><td>CIP</td></tr><tr><td>Foreign Inland freight and insurance</td><td>2%</td><td></td><td></td><td></td></tr><tr><td>Marine freight and marine insurance</td><td>3%</td><td>3%</td><td></td><td></td></tr><tr><td>Destination Port handling charges</td><td>0.50%</td><td>0.50%</td><td>0.50%</td><td></td></tr><tr><td>clearing charges & inland freight and insurance</td><td>2%</td><td>2%</td><td>2%</td><td>2%</td></tr></table>					Ex Works	FOB/F CA	CIF/C FR	CIP	Foreign Inland freight and insurance	2%				Marine freight and marine insurance	3%	3%			Destination Port handling charges	0.50%	0.50%	0.50%		clearing charges & inland freight and insurance	2%	2%	2%	2%
	Ex Works	FOB/F CA	CIF/C FR	CIP																								
Foreign Inland freight and insurance	2%																											
Marine freight and marine insurance	3%	3%																										
Destination Port handling charges	0.50%	0.50%	0.50%																									
clearing charges & inland freight and insurance	2%	2%	2%	2%																								
COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL" A. Loading on Deviated Penalty clause shall be 10% or to the extent to which the bidder has opted for deviation. B. Loading for payment terms as per clause 12 of ITB C. Loading for deviation in Warranty & PBG as per clause 16,17.																												

19	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.												
20	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.												
21	INTEGRITY PACT Bidders shall have to enter into Integrity Pact with BHEL as per Annexure VI - for Tender value of rupees two crores and above and shall be signed by the authorized signatory along with the offer, failing which Bidder's offer will be rejected.												
22	Public Procurement												
A	Make in India For this Procurement, the local content to categorize a bidder as a Class I local bidder / Class II local bidder / Non-Local bidder and purchase preference to Class I local bidder, is as defined in Public Procurement (Preference to Make in India) order No P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by DPIIT as amended from time to time. Proforma for self-certification for minimum local content and auditor's certification is given in Annexure III.												
B	Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority. GOI website https://www.mea.gov.in/ to be referred for latest details of competent authority and exemptions . Proforma for self-certification for compliance is given in Annexure IV.												
C	Startups: For Start-ups duly registered with DPIIT (Copy of certificate to be provided), condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications. Startups are exempt from paying EMD.												
23	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase												
A	All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying EMD. NSIC/UDYAM registered bidders shall submit NSIC/UDYAM Certificate along with bid documents. Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. <table border="1"><tr><td>Type under MSE</td><td>SC/ST Owned</td><td>Women Owned</td><td>Others (excluding SC/ST & Women Owned)</td></tr><tr><td>Micro</td><td></td><td></td><td></td></tr><tr><td>Small</td><td></td><td></td><td></td></tr></table> Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the bidder submits these documents.	Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)	Micro				Small			
Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)										
Micro													
Small													
B	MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) and subsequent amendments & clarifications, if any. Documents NSIC/UDYAM Certificate submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.												
C	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.												
D	BHEL HPEP is registered with TReDS (RXIL , M1XCHANGE , InvoiceMart) platform. MSME bidders are requested to get registered with TReDS(RXIL / M1XCHANGE / InvoiceMart/ exchanges added from time to time) platform to avail the facility as per the GOI guidelines.												
24	Inspection Measuring and Test Equipment (IMTE) used by the Bidder/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.												
25	ISO-9001, ISO14001 & OHSMS 45001 shall be complied.												
26	If BHEL registered supplier is not quoting against this NIT, supplier shall send regret letter positively with valid reasons for not participating. Repeated lack of response on the part of supplier may lead to deletion of such registered supplier from BHEL's approved supplier's list as per BHEL SEARP Guidelines.												

27	BREACH OF CONTRACT, REMEDIES AND TERMINATION 27.1 BREACH OF CONTRACT: The following shall amount to breach of contract: i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality. iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor. viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor. ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise. x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner. Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days. In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract
	27.2 Remedies in case of Breach of Contract.: i. Wherein the period as stipulated in the notice issued under clause 27.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor. ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued. iii. Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners: iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor. v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount: a). from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. b). If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD. vi. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor. vii. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages. viii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. ix. Non-performance of contract attracts penal provisions in line with BHEL guidelines for Suspension of Business Dealings (SBD). Note: 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.
28	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
29	All drawings, patterns and tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must be used only in the execution of BHEL's orders.
30	Any amount payable by the bidder under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the bidder under any other work / contract awarded by BHEL HPEP or any other BHEL Units. This is without prejudice to any other action as may be deemed fit by BHEL.

31	The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, will be rejected. The list of firms banned by BHEL is available on BHEL web site: www.bhel.com
32	Ordering and confirmation of order
	The bidder shall send the order acceptance within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Buyer. Buyer reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Buyer shall be legally bound, only if agreed for any deviation explicitly in writing. The acceptance of deliverables or supplies by Buyer as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Buyer) from the date of P.O. Buyer, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.
33	Execution
	The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.
34	Progress Report
	The bidder shall render such report as to the progress of work and in such form as may be called for by the Buyer from time to time. The submission and acceptance of such reports shall not prejudice the rights of the buyer in any manner. Bidder shall communicate to BHEL immediately, the change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned. Milestones shall be periodically updated by bidder through PRADAN Portal (https://hpep.bhel.com/mm/). Non updation will adversely affect service rating of bidder performance.
35	Non-disclosure Obligations
	Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract. The bidder shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Buyer to erect, commission, operate and maintain the product. Such information and drawings shall be supplied as specified in technical specification. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party. The bidder shall provide Buyer with all information pertaining to the delivery in so far as it could be of importance to Buyer. The bidder shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Buyer has agreed to this in writing beforehand. The bidder shall not be entitled to use the Buyer's name in advertisements and other commercial publications including website without prior written permission from Buyer. In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non-disclosure agreement to be entered as per Annexure- II wherever applicable.
36	Inspection and Testing
A	The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Buyer prior to shipment and shall comply with relevant requirements. Buyer has the right to inspect at any stage during manufacture/ delivery.
B	Buyer or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the bidder's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the bidder shall obtain for buyer or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the bidder's premises. Such inspection, examination and testing, if made shall not release the bidder from any obligation under the contract. For indigenous bidders all costs related to first inspection request shall be borne by the buyer and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the bidder. In case of imports all inspection charges including third party inspections if any shall be borne by the bidder. The cost of inspection staff/third party specified by the Buyer shall be borne by bidder unless otherwise specifically agreed. If the contract provides for tests on the premises of the bidder or any of his sub-contractor/s, bidder shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by the bidder unless otherwise specifically agreed in the contract. The Bidder shall give the authorized representative of the buyer reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure – I, may strictly be complied with for the time lines. Any delay in submission of the documents by the bidder will not alter the delivery date.
37	Quality and Condition of the Deliverables
	The bidder shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to products, packaging and raw and ancillary materials.
38	Packaging and Dispatch
	The bidder shall package the deliverables safely and carefully and pack them suitably in all respects considering the

	peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the NIT shall be fully complied. Each package must be marked with consignee name, address, P.O. number, Package Number, gross weight & net weight, dimensions (L x B x H) and bidder's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list for goods inside each package with P.O. item No. & quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.
39	Contract variations; Increase or decrease in the scope of supply
	Buyer may vary the contracted scope during execution due to exigencies of project requirement. If the bidder is of the opinion that the variation has an effect on the agreed price or delivery period, Buyer shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the bidder. Wherever unit rates are available in the contract, the same shall be applied to such additional work. The bidder shall not perform additional work before buyer has issued written instructions/amendment to the purchase order to that effect. The work which the bidder should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the bidder without any price implication. In case of no change in the scope / technical specifications, bidder shall endeavor to keep the material ready and intimate the same to BHEL within the contractual delivery date, failing which, the delay if any will be attributed to supplier, and any upward price variation thereof for delivery at a later date is not admissible.
40	Rejected/Short shipments/ warranty/guarantee replacements
	In case of any short shipment during initial supply which is subsequently dispatched by the bidder or any guarantee / warranty replacements shall be dispatched on "DDP-Delivered duty paid BHEL stores" basis for imported items and "FOR-BHEL Stores/designated destination" basis for indigenous items.
41	Export Administration Regulations
	If a delivery includes such technology and / or supply that is subjected to the export regulations the bidder shall obtain due permissions, approvals, license etc.
42	Force Majeure
	The bidder shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the bidder to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the bidder shall refund any amount advanced or paid to the bidder by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.
43	Non-waiver of Defaults
	If any individual provision of the contract is invalid, the other provisions shall not be affected.
44	Settlement of Disputes
	Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final. Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration The bidder shall continue to perform the contract, pending settlement of disputes(s).
45	Conciliation clause
	CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454 . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB
46	ARBITRATION

	46.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 45 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to IAMC (International Arbitration and Mediation Centre, Hyderabad) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the IAMC Rules. 46.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to IAMC. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any. 46.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to IAMC and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged. 46.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. 46.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Hyderabad. 46.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Hyderabad. 46.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor. 46.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. 46.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. 46.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 46.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.
47	Applicable Laws and jurisdiction of Courts
	This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 46 of this contract, the Civil Court having original Civil Jurisdiction at Hyderabad, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract."
48	BHEL-Fraud prevention policy shall be adhered to.
	The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice. List of nodal officers is hosted on BHEL Hyderabad website https://hpep.bhel.com/ .
49	Suspected Cartel Formation
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case , the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines .
50	Treatment of cases regarding conflict of interest: The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

	i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly; ii) The bidder (or his allied firm) provided services for the need assessment/procurement planning of the Tender process in which it is participating; iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a subcontractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/guidelines.		
51	Escalation Matrix		
	Details	Name	Contact Number
	Authorised representative		
	Technical In-charge		
	Finance and Taxation		
	Escalation for above		

52	Grievance Redressal Mechanism
	To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution: 1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract. 2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix.”



This is a mandatory document to be filled and attached to your technical bid for evaluation
(Otherwise your bid will be disqualified)

Special Contractual Conditions to the enquiry Ref : Collective No : B5E1Z44777, Dt: 12.10.2026.

Sl. No.	BHEL Standard Terms & Conditions	Supplier confirmation	Comments / Remarks
1	Packing, Forwarding, Freight & Insurance Packing & forwarded charges shall be included in Quoted Price. Freight & Insurance to be included in the quoted price.		
2.	Guarantee: As specified in the BHEL specifications and ITB enclosed to this enquiry.		
3.	Third Party Inspection (For indigenous vendors Only): In addition to the Manufacturers Inspection and any other statutory inspection agency as specified in Enquiry/Specs or ITB, the material shall be offered for pre-inspection of BHEL's Third Party Inspection Agency and IBR . The fees for TPI will be paid by BHEL. Vendor shall send inspection request to inspection agency at least 15 days in advance to the readiness of material for inspection to maintain the mutually agreed delivery schedules. IBR inspection charges shall be <u>included in the quoted prices.</u>		
4.	Terms of Delivery: (For Indigenous vendors only) The items are to be quoted on FOR DESTINATION basis. Destination : BHEL, RC Puram, 502032		
5.	Delivery period: For items to be delivered at BHEL RC Puram, Required delivery in 30 days from the date of PO. Please note that the delivery is essence of contract.		

6.	BHEL SPECIFICATIONS: Vendor shall confirm total compliance to BHEL specifications mentioned against each item of the enquiry. Deviations if any shall be brought out in their technical offer. Otherwise, it will be presumed that offered items will be in compliance to specs mentioned in the enquiry.		
7.	Offers of the bidders with unsatisfactory past performance will be rejected.		
8.	Confirmation to BHEL ITB		
9.	Penalty clause: In the event of delay in supply /part-supply of goods, Penalty as detailed below is leviable a. Penalty of 0.5% per week or part there of shall be levied, limited to a max of 10% (ten percent) of total order value. b. Penalty applicable for delay in documentation. c. Date Reckoned for Penalty: C Note date. d. In case of Deviation to above Penalty clause, loading applicable to the extent to which not agreed by Bidder. e. Timelines as mentioned in the Annexure 1 will be considered for reckoning delivery. Penalty amount so determined along with applicable GST (for Indigenous orders) thereon shall be recovered. Imposition, recovery or settlement of this penalty shall not affect BHEL's right to performance, compensation and termination of the order.		
10.	In the event and to the extent of any inconsistency between two or more documents which form part of this enquiry, those documents will be interpreted in the following order of priority: i. Enquiry ii. SCC iii. ITB iv. Vendor quotation		

SIGNATURE
DATE
SEAL

Annexure-I				
Major Activity timelines shall be considered for indigenous purchases				
S No	Activity	Agency	Timeline	Acceptance / Remarks
1	PO acknowledgement	Vendor	04 days from the date of receipt of PO	
2	First submission of Drawings, Data sheets and QP Rev-00	Vendor	15 days from receipt of PO	
3	commented / approved drawings / data sheets and QP to vendor	BHEL/Customer	07 days from the receipt of Rev-00 submission.	
4	Subsequent submission of revised drawings / data sheets and QP	Vendor	07 days from the receipt of commented drawings / data sheets and QP	
5	Subsequent Approved /commented Drawings and QP to vendor	BHEL/Customer	07 days from the date of receipt of revised drawings / data sheets and QAP.	
6	Raising of Inspection Call	Vendor	07 days before the proposing inspection date. (BHEL will provide approved QP before raising inspection call)	
7	Inspection completion	BHEL Third party inspection agency / Customer	07 days from inspection call date.	
8	Despatch Instructions	BHEL	07 days from the date of receipt of final approved inspection report to BHEL.	
9	Receipt of Material at BHEL stores/ site	Vendor	15 days from Despatch instructions	

Absence of this annexure in NIT will entail non processing of delivery extension cases in case of delay in supplies of goods owing to reason attributable to BHEL.

Vendor's Signature

Annexure - III

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

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

Auditor's certification with respect to minimum local content on the letter head of Statutory Auditor for tender value above Rs.10 crore

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified in the policy) quoted vide offer No. _____ dated _____ against BHEL's tender No. _____ by M/s _____ (Name of the bidder)."



ANNEXURE IV

Proforma for self-certification by Supplier for Compliance to below Clause

Clause: Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority. <https://www.mea.gov.in/> to be referred for latest details of competent authority and exemptions.

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s _____ **(Name of firm)**

(Tick the Appropriate)

☐

Is not from such a country

☐

Is from such a country and has been duly registered with the Competent

authority. (If, Yes Please enclose the Approval obtained from Competent Authority)

I hereby certify M/s _____ **(Name of firm)** fulfills all requirements in this regard and is eligible to be considered (where applicable, valid registration by the competent authority shall be attached)

Sd/-
Authorized Signatory with Stamp

 HYDERABAD	PRODUCT STANDARD TURBINES & COMPRESSORS		TC 5 1526
			REV 11
			PAGE 0 OF 3
<u>WELD NECK FLANGE , PRESSURE CLASS 2500</u> (FOR INTERNAL REFERENCE ONLY) REMOVE THIS PREFACE SHEET BEFORE ISSUING TO THE SUPPLIER DESCRIPTION(Eg) : Weld neck flange pr. Class 2500, to this standard shall be designated as follows: ON DRAWINGS : Material Specification Column : TC 5 1526 Description : Weld neck flange 6" Sch. 80 ANSI Class 2500 Material Code Column : TC 9751526019 ON INDENTS : Material Specification Column : TC5 1526 Description : Weld neck flange 6" Sch. 80 ANSI Class 2500 Material Code Column : TC 9751526019			
FORMAT 18/12/97 TD-201 REV -00 REF DOC	PREPARED BY: PNS	APPROVED BY: DSR	DATE:
COPY RIGHT AND CONFIDENTIAL The information on this document is the property of BHEL. It must not be used directly or indirectly in any way detrimental of company.			

 HYDERABAD	PRODUCT STANDARD TURBINES & COMPRESSORS		TC 5 1526
			REV 11
			PAGE 1 OF 3
1.0 SCOPE: This standard gives information as to the designation, material sizes, dimensions and information required for ordering purposes for ASTM A182 F91 weld neck flanges of pressure class 2500 as per ANSI: B 16.5. This standard covers flanges with Ring Joint (RJ) and Raised Face (RF) surface, as per the variant table.			
2.0 DESIGNATION A weld neck flange to this standard with ring joint face and nominal size 6” Schedule 80, shall be designated as follows : 2.1 On Drawings : i) Material specification column : TC 51526 ii) Description column : FLANGE 6” ANSI 2500 WNRJ SCH 80 2.2 For Placing indents on Purchase : A 182 F91 Weld neck flange , ring joint face , pressure class 2500 , nominal size 6” Schedule 80. 2.3 For issuing enquiries and purchase orders : While issuing enquiries and purchase orders delete the corporate standard no. from clause 2.2 and add the information given under clauses 3 & 4.			
3.0 COMPLIANCE WITH STANDARDS : 3.1 Dimensions , tolerances and other requirements ANSI : B 16.5 - 1988. 3.2 Material : ASTM A182 F91			
4.0 TECHNICAL DELIVERY CONDITIONS : A). As per corporate standard AA 085 14 01 (a copy to be enclosed.) B). IBR (Indian Boiler Regulations) or it’s equivalent agency attestation is required.			
FORMAT 18/12/97 TD-201 REV -00 REF DOC	PREPARED BY: PNS	APPROVED BY: DSR	DATE:
COPY RIGHT AND CONFIDENTIAL The information on this document is the property of BHEL. It must not be used directly or indirectly in any way detrimental of company.			

5.0 NOTE:

5.1 For details of the corresponding gaskets for ring joint flanges, refer corporate standard AA 7240 342.

5.2 Weights given in the table are for general reference only and are not meant for commercial transactions.

Variant	Description	RF/ RJ	Weight (kg)	Material code
00	WNRJ flange 6" Sch. 80 Cl.2500	RJ	172	TC9751526000
01	WNRJ flange 8" Sch. 120 Cl. 2500	RJ	190	TC9751526019
02	WNRJ flange 8" Sch. 140 Cl. 2500	RF	212	TC9751526027
03	WNRJ flange 4" Sch. 120 Cl. 2500	RF	67.5	TC9751526035
04	WNRJ flange 10" Sch. 160 Cl. 2500	RF	250	TC9751526043
05	WNRJ flange 10" Sch.120 Cl. 2500	RJ	250	TC9751526051
06	WNRJ flange 8" Sch. 80 Cl. 2500	RJ	190	TC9751526060
07	WNRJ Flange 10" SCH. 140 CL. 2500	RF	423	TC9751526078
08	WNRJ Flange 10" SCH. 60 CL. 2500	RJ	250	TC9751526086
09	WNRJ Flange 10" SCH. 100 CL. 2500	RF	250	TC9751526094
10	WNRJ Flange 10" SCH. 100 CL. 2500	RJ	250	TC9751526108
11	WNRJ flange 6" Sch.120 Cl.2500	RJ	176	TC9751526116
12	WNRJ flange 10" Sch.120 Cl.2500	RF	423	TC9751526124

RECORD OF REVISIONS

REV NO.	DATE	REVISION DETAILS	REVISED	APPROVED
00	18/12/97	New	PNS	DSR
01	24/6/98	Var. 01 added	NSN	DSR
02	11/7/05	Var. 02 and clause 4B are added.	DSR	DSR
03	13/08/08	Var. 03 added.	ASHOK	MRB
04	07/07/11	Var. 04 added.	GMM	DSR
05	19/05/12	Var 05 & 06 added	Rathod	MRB
06	09/11/13	Variant 07 added.	MEERAVALI	ASHOK
07	11/06/15	Variant 08 added.	VIJAY	NSN
08	12.12.15	Variant 09 added.	PATIL	ASHOK
09	16.03.18	Variant 10 added.	MAMTA	ASHOK
09	15.05.18	Variant 11 added.	RP	NSN
10	25.09.18	Variant 12 added.	PATIL	RATHOD
11	17.02.25	Reaffirmed	Samim	Ashish



CORPORATE STANDARD

AA0851401

Rev. No. 06

PAGE 1 of 4

TECHNICAL DELIVERY CONDITIONS FOR ANSI-FLANGES

1 SCOPE

This standard stipulates the technical delivery conditions for slip-on raised face (SORF), slip-on ring joint (SORJ), weld neck raised face (WNRF), weld neck ring joint (WNRJ) and blind flanges to ASME B16.5.

2 TECHNICAL REQUIREMENTS

The flanges shall comply with ASME B16.5 with the following specific requirements.

2.1 Pressure Class and Size

The pressure class and size shall be as specified in the enquiry/order. The nominal size shall be specified in the case of SORF, SORJ and blind flanges and nominal size and schedule number shall be clearly indicated in the case of WNRF & WNRJ flanges.

2.2 Material Specification

The flanges shall be manufactured by forging. The material of the flanges shall be as per the enquiry/order. The material shall generally comply with the following unless otherwise specified.

Carbon Steel (Low temperature service)	ASME SA350, Gr: LF1
Carbon Steel (High temperature service)	ASME SA105
	ASME SA182, Gr: F11
Alloy Steel	ASME SA182, Gr: F22
Stainless Steel	ASME SA182, Gr: F321

2.3 Heat Treatment

The flanges shall be properly heat treated as per the relevant material specification.

2.4 Dimensions & Tolerances

The dimensions and tolerances shall be strictly as per ASME B 16.5.

2.5 Finish

Unless otherwise specified, the finish of the sealing surface shall be as follows:

2.5.1 Raised Face Flanges

Serrated concentric finish having from 24 grooves/inch to 40 grooves/inch shall be used. The cutting tool employed shall have an approximate 0.06" or larger radius. The resultant surface finish shall have 125 μ inch to 500 μ inch roughness.

2.5.2 Ring Joint Flange

The side wall surface of gasket groove shall not exceed 63 μ inch roughness.

2.6 Edge Preparation

Unless otherwise specified, the weld neck flanges shall be supplied with edge preparation for welding with the connecting pipe. The edge preparation shall be as per ASME B16.5 figures 8 and 9.

Revisions: Clause 6.1

APPROVED:INTERPLANT MATERIAL RATIONALISATION
COMMITTEE – MRC (SMC+RP)

Rev. No. 06

Amd. No.

Reaffirmed

Prepared

Issued

Dt. of 1st Issue

Dt: 31-03-2022

Dt:

Year:

HPEP, Hyderabad

Corp. R&D

01-08-1980



3 TESTS

3.1 Each melt used for the manufacture of flange forgings shall be tested for chemical analysis and mechanical properties as per relevant material standards.

3.2 Inter Granular Corrosion (IGC) Test for Austenitic SS

3.2.1 For all austenitic stainless steel flanges, blinds, drip rings & Fig.8 flanges inter granular corrosion test shall have to be conducted as per following:

ASTM A262 Practice 'B' with acceptance criteria of "60 mils/year (max.)".

OR

ASTM A262 Practice E with acceptance criteria of no cracks at 20X magnification and microstructure to be observed at 250X magnification shall ensure the absence of any cracks/ fissures. When testing is conducted as per practice 'E' photograph of microstructure shall be submitted for record.

3.2.2 When specifically asked for in requisition for high temperature application of some grades of austenitic stainless steel (like SS309, 310, 316, 316H etc.) ASTM A262 Practice 'C' with acceptance criteria of "15 mils/year" shall have to be conducted.

3.2.3 For the IGC test as described in 3.2.1 & 3.2.2 two sets of samples shall be drawn from each solution treatment lot; one set corresponding to highest carbon content and the other corresponding to the highest rating / thickness.

3.2.4 All types of 321 or 347 stainless steel flanges shall be in a stabilized heat treated condition. Stabilizing heat treatment shall be carried out subsequent to the normal solution annealing. Soaking temperature and holding time for stabilizing heat treatment shall be 900°C and 4 hours respectively.

4 TEST CERTIFICATE

3 copies of the test certificate covering the results of chemical analysis and mechanical tests shall be furnished. The test certificate format shall be as per Annexure 1. The tests shall be witnessed and the test certificate shall be signed by M/s. Lloyds or any other inspection authority approved by IBR in that country for overseas supplies, and by the inspector authorized by Central Boilers Board (IBR) in case of indigenous supplies.

5 GUARANTEE CERTIFICATE

The supplier shall furnish a guarantee certificate stating that the flanges supplied shall be suitable for use at the relevant pressure temperature ratings. The guarantee shall be valid for a minimum period of 18 months from the date of supply.

6 MARKING, PRESERVATION AND PACKING

6.1 Marking

The following details shall be punched on the periphery of the rim of each flange.

Manufacturer's name or trade mark.

Pressure class.

Nominal size.

Type of flange (SORF, SORJ, WNRF, WNRJ, Blind & Schedule No. pipe thickness for WN flanges).

BHEL Material Code

Material specification grade.

Melt No.

Test certificate No.

Letter 'R' followed by ring groove No. (in case of ring Joint flanges).

Mark of inspecting authority.



CORPORATE STANDARD

AA0851401

Rev. No. 06

PAGE 3 of 4

6.2 Preservation

Before despatch, the flanges shall be dried and cleaned and the entire surface shall be well covered with a good quality rust preventive coating that will not become fluid and run-off at 65°C.

6.3 Packing

Flanges shall be bundled by bolting them together or securing them with wire of suitable strength passed through the bolt holes in such a manner that the flanges are paired and no flanges are paired and no flange facings remain opposed and damaged. In the case of overseas supplies, the packing shall be sea worthy.

The flange sealing surfaces shall be protected by HDP sheet which is held with flange snugly fitted at the back. The weld edges shall be protected with HDP rings.

The components shall be wrapped with bitumen paper/ tar paper/ polyethylene paper to avoid water ingress during transit/ handling in transporters godown. Components shall be packed in a sound closed wooden/ steel box.

AA0851401	CORPORATE STANDARD		
Rev. No. 06			
PAGE 4 of 4			

ANNEXURE – 1: TEST CERTIFICATE PROFORMA

SUPPLIER'S NAME AND ADDRESS
TEST CERTIFICATE FOR FORGINGS

1. Customer: 2. TC No. & Date: 3. PO No.: 4. Process of Melting Ingot: 5. Deoxidisation Process: 6. Forging Method:	7. Reduction Ratio 8. Batch No.: 9. Heat Code No. 10. Spec. No. 11. Test Bar Size: 12. Supplier of the ingot / billet / bloom
--	--

13. **FORGINGS COVERED BY TEST CERTIFICATE**

S.No.	Drawing No. & Item No.	Description	Quantity & Weight

14. **CHEMICAL COMPOSITION (PERCENT)**

Element	C	Si	Mn	S	P											
As per Specn.	Min.															
	Max.															
Actual Values																

15. **HEAT TREATMENT**
 (To be accompanied by Recorder Chart, wherever called for)

Condition	Hating Rate, °C/hr	Temp. °C	Soaking Time, Hrs.	Cooling rate, °C/hr	Cooling Medium

16. **MECHANICAL PROPERTIES**

	T.S. N/mm ²	Y.S. 0.5/0.2% Proof N/mm ²	% Elongation 5.65√So GL	% R.A. Min.	Hardness BHN (Min.3 values)	Impact value Joules	Bend Test		
							Angle of bend	Dia of mandrel	Result
As per Specn.	Min.								
	Max.								
Actual Values									

17. **SURFACE FINISH**
 (When called for in the order / drg.)

18. **DIMENSIONAL INSPECTION**

19. **NON-DESTRUCTIVE TESTS**

Nature of Test	Acceptance level	Instrument used	Range	Results	Any other details
Ultrasonic					
Radiographic					
Dye penetrant/ Magnetic Particle					

20. **METALLOGRAPHIC EXAMINATION**
 (To be conducted if called for and photo micrographs to be attached along with a report)

Location of Sample	Etchant used	Magnification	Constituent observed	Relative%	

21. **OTHER TESTS IF ANY (MICROSCOPIC, SULPHUR PRINTS, IGC ETC)**

22. **IDENTIFICATION OF FORGINGS AS PER PURCHASE. SPEC.**

We hereby certify that the items mentioned above have been tested and inspected in our presence and are found to be in accordance with drawings, specifications and purchase order.

SIGNATURE & SEAL OF THE INSPECTING OFFICER

DATE: _____

SIGNATURE & SEAL OF THE CHIEF OF QUALITY CONTROL / CHIEF METALLURGIST OF THE SUPPLIER

DATE: _____

INSTRUCTIONS

a) Details of all heat treatment processes carried out should be furnished sequentially in 15.

b) Test certificates are to be furnished as per purchase order and specification, in A4 size preferably in transparent paper.

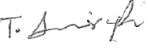
c) All the entries including signature should be in black colour ink.

d) If testing is done by outside agencies, the original TCs shall be furnished.

e) The actual TC may run into more than one A4 size paper, if needed, to facilitate filling up of details.

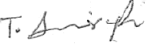
Pre-Qualification requirements for X10CrMoVNb9-1 (Alloy steel ASTM A 182F91) forged rings as per BHEL specification HY19487.

Sl No	BHEL Terms	Vendors acceptance
1	Only Manufacturer's Offers will be considered for this Tender Enquiry.	
2	Vendor must have experience of manufacturing and supplying forged rings of material grade X10CrMoVNb9-1. Vendor must have successfully executed at least two purchase orders in grade Alloy 80A by the enquiry or NIT issue date. Vendor to submit documentary evidence in support of their experience of manufacturing forged rings in the range of OD: 200 to 800 mm and ID: 100 to 700 mm, Length = 50 to 400 mm by rolling process or any other alternate process with details such as purchase order that indicates name of Customer, quantity of order, etc along with their test certificates that include the results/reports of all tests like Chemical, Mechanical & NDT etc. The issue date of test certificates pertaining to the Purchase orders shall not be older than 5 years from the date of issue of NIT.	
3	Vendor shall inform the in-house facilities like furnace, secondary refining (VIM/ESR or VIM/VAR), rolling / forging, heat treatment etc. to manufacture forged rings of size range mentioned in Sl.no-2 above as per BHEL specification HY19487 and enquiry size. In case of outsourcing of any of the above activities, vendor shall inform their sources with details of their sub supplier facilities and experience for X10CrMoVNb9-1 material grade along with their tie-up agreement.	
4	Vendor to furnish in house testing facilities for both destructive and nondestructive testing facilities to carry out testing as per the requirements of BHEL specification HY19487. In case of outsourcing of any test, vendor to confirm for carrying out testing at Government accredited labs only.	
5	Prior to dispatch of the material, Test Certificates (English language only) shall be send to BHEL for review and dispatch clearance by BHEL. The photographs of the material with the traceability/ marking and condition of the material before dispatch may be provided for dispatch clearance. Same clause shall be included in purchase order.	
6	For first time suppliers to BHEL Hyderabad, vendor to submit "Short Term Creep Rupture Test" reports for clearance before dispatch of material to BHEL.	
7	Vendor to confirm that they will manufacture and supply enquiry item as per BHEL enquiry specification HY19487 Rev 01.	

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN FOR VENDOR ITEMS				QP. NO: HYQA/SQP/TC/1819/09 Rev. No. : 06 DATE: 06.12.2024 VALID UPTO: 05.12.2027 PAGE 1 OF 5						
				ITEM: FLANGES BHEL SPEC: Spec as per PO, TDC: AA0851401										
SI No	Component & Operations	Characteristics	Class	Type Of Check	Quantum Of Check	Ref Document	Acceptance Norms	Format Of Record	*	Agency				Remarks
									D	P	W	V		
1.0 RAW MATERIALS														
1.1	Flange Raw Material	Chemical Composition	Major	Chem. Test	One Sample per melt	BHEL Spec. / PO	BHEL Spec. / PO	Lab TC/ Mill's TC	√	2		1		
1.2		Mechanical Properties including Hardness check, NDT (e.g UT as applicable)	Major	Mech. Test	One Sample per melt	BHEL Spec. / PO	BHEL Spec. / PO	Lab TC/ Mill's TC	√	2		1	UT is applicable on plate thicker than 40 mm	
2.0 IN PROCESS INSPECTION														
2.1	Welding @	WPS, PQR,WQR	Major	Verification	100%	ASME SEC IX		WPS, PQR,WQR	-	2	-	1	@ if welding involved. Witness for New Review for existing	
2.2	Forging Process	Forging steps to be followed	Major	Dimension as process plan	100%	BHEL Spec. / PO	BHEL Spec. / PO			2		1	Reduction ratio to be specified in TC.	
2.3	Heat Treatment of forgings, PWHT (as applicable)	HT Time Temperature cycles	Critical	Verification of HT chart	100%	BHEL Spec. / PO	BHEL Spec. / PO	HT Chart	√	2		1		
2.4	Test Piece Identification	Test Piece Identification	Critical	Visual	100%	BHEL Spec. / PO	BHEL Spec. / PO	IR		2	1			
2.5	IGC Test (if applicable)	IGC Test for stainless steel material	Major	IGC Test	100%	BHEL Spec. / PO	BHEL Spec. / PO	Test certificate	√	2		1	Refer Note-1	
LEGEND: P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMINATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.						PREPARED BY:  Sachin Katiyar Dy. Manager / QA		REVIEWED BY :  M. L. Rajam Sr. Manager / QA		APPROVED BY:  T. Muniraghavulu AGM / QA				
Format no. : HYQA/QP/VSQP Rev.02														

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN FOR VENDOR ITEMS				QP. NO: HYQA/SQP/TC/1819/09 Rev. No. : 06 DATE: 06.12.2024 VALID UPTO: 05.12.2027 PAGE 2 OF 5						
				ITEM: FLANGES BHEL SPEC: Spec as per PO, TDC: AA0851401										
SI No	Component & Operations	Characteristics	Class	Type Of Check	Quantum Of Check	Ref Document	Acceptance Norms	Format Of Record	*	Agency				Remarks
									D	P	W	V		
3.0 FINAL INSPECTION & TESTING														
3.1	Mechanical Testing	Mechanical Properties including Hardness check, Charpy V-Notch impact testing for LTCS material as applicable	Major	Mech. Test	One Sample per heat	BHEL Spec. / PO	BHEL Spec. / PO	TC	√	2	1			
3.2	Visual, Dimensional check, Edge Preparation, Surface Roughness	Dimensions	Major	Visual & Measrt.	100%	BHEL Spec. / PO	BHEL Spec. / PO	IR	√	2	1*		* Refer Annexure-I for Sampling Plan for TPI Inspection	
3.3	NDT as applicable (including NDT on weld & BW ends)	Surface & Internal Imperfection	Major	NDT (UT & DPT)	100%	BHEL Spec. / PO	BHEL Spec. / PO	IR	√	2	1*			
3.4	PMI (Refer Note-2)	Material Identification	Critical	PMI Testing	100%	BHEL Spec. / PO	BHEL Spec. / PO	TC	√	2	1*			
3.5	Marking, Colour coding Preservation and packing	Visual	Major	Visual	100%	BHEL Spec. / PO	BHEL Spec. / PO	-	-	2	-	1		
3.6	Documentation	Test Certificates, Inspection Reports	Major	Compiling	100%	BHEL Spec. / PO	BHEL Spec. / PO	TCs / IRs	√	2	-	1		

ABBREVIATIONS:		
MTC – MILL TEST CERTIFICATE	MPI - MAGNETIC PARTICLE INSPECTION	TC – TEST CERTIFICATE
HT – HEAT TREATMENT	UT - ULTRASONIC TEST	TPIA - THIRD PARTY INSPECTION AGENCY APPOINTED BY BHEL.
IR - INSPECTION REPORT	RT – RADIOGRAPHY TEST	COC – CERTIFICATE OF CONFORMITY
MEASRT - MEASUREMENT	WPS – WELDING PROCEDURE SPECIFICATION	PQR – WELDING PROCESS QUALIFICATION RECORD

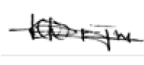
LEGEND: P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMINATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.	PREPARED BY:  Sachin Katiyar Dy. Manager / QA	REVIEWED BY :  M. L. Rajam Sr. Manager / QA	APPROVED BY:  T. Muniraghavulu AGM / QA
---	---	--	--

Format no. : HYQA/QP/VSQP Rev.02

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN FOR VENDOR ITEMS				QP. NO: HYQA/SQP/TC/1819/09 Rev. No. : 06 DATE: 06.12.2024 VALID UPTO: 05.12.2027 PAGE 3 OF 5						
				ITEM: FLANGES BHEL SPEC: Spec as per PO, TDC: AA0851401										
SI No	Component & Operations	Characteristics	Class	Type Of Check	Quantum Of Check	Ref Document	Acceptance Norms	Format Of Record	*	Agency				Remarks
									D	P	W	V		
WQR – WELDER QUALIFICATION RECORDS		PO – PURCHASE ORDER		LPI – LIQUID PENETRANT INSPECTION										
PMI – POSITIVE MATERIAL IDENTIFICATION		SS – STAINLESS STEEL		AS – ALLOY STEEL										

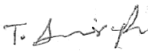
Notes:

- For all austenitic stainless steel fittings intergranular corrosion test (IGC) shall have to be conducted as per following:
ASTM A262 Practice 'B' with acceptance criteria of "60 mils/year (max.)".
OR
ASTM A262 Practice E with acceptance criteria of no cracks at 20X magnification and microstructure to be observed at 250X magnification shall ensure the absence of any cracks/fissures. When testing is conducted as per practice 'E' photograph of microstructure shall be submitted for record.
Supplier is required to submit detailed inspection report for IGC test (with microstructure photographs) mentioning spec requirement as above. – Verification by TPIA.
- Positive Material Identification (PMI) shall be performed as per the scope and procedures as defined in BHEL Specification (Refer enclosed Annexures for details).
- IBR CERTIFICATION ALONG WITH STAMPING (AS APPLICABLE) SHALL BE FURNISHED FOR BHEL RECORDS.
- LATEST VERSION OF STANDARDS/DRAWINGS /TOLERANCES ETC TO BE MENTIONED IN QUALITY PLAN/DRAWING. THIS QP SHOULD BE READ ALONG WITH BHEL SPEC, BHEL DRAWINGS / APPROVED DRAWINGS, DATA SHEET, BOM AND PO.
- DRAWING / DATA SHEET/ SPECIFICATION SHALL PREVAIL OVER QUALITY PLAN IN CASE OF ANY CONTRADICTION.
- BHEL RESERVES THE RIGHT FOR CONDUCTING REPEAT TEST, IF REQUIRED.
- BHEL APPROVED INSPECTION ENGINEERS TO BE DEPLOYED FOR INSPECTION.
- ONLY LEVEL II & ABOVE QUALIFIED PERSON IN RESPECTIVE NDE TO VERIFY OR WITNESS THE NDT TEST REPORT/RESULTS.
- INSPECTION TO BE OFFERED ONLY AFTER ENSURING THAT ALL DOCUMENTS (QUALITY PLAN, DRAWINGS, DATA SHEET, PURCHASE SPECIFICATIONS, ETC) ARE AVAILABLE AS PER PURCHASE ORDER.
- VENDOR TO OFFER ORIGINAL TEST CERTIFICATES ISSUED BY THIRD PARTY LABORATORIES OR SUPPLIERS.
- VENDOR TO ENSURE WITH TPIA THAT A NOTE 'COMPARED WITH ORIGINAL TEST CERTIFICATE. REVIEWED, VERIFIED AND FOUND IN ORDER' SHALL CONTAIN WITH EVERY INSPECTION REPORT.
- ONLY VALID AND CALIBRATED MEASURING INSTRUMENTS AND EQUIPMENT SHALL BE USED – TPIA TO VERIFY.

LEGEND: P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMMNATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.	PREPARED BY:  Sachin Katiyar Dy. Manager / QA	REVIEWED BY :  M. L. Rajam Sr. Manager / QA	APPROVED BY:  T. Muniraghavulu AGM / QA
Format no. : HYQA/QP/VSQP Rev.02			

		BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD		STANDARD QUALITY PLAN FOR VENDOR ITEMS				QP. NO: HYQA/SQP/TC/1819/09 Rev. No. : 06 DATE: 06.12.2024 VALID UPTO: 05.12.2027 PAGE 4 OF 5						
				ITEM: FLANGES BHEL SPEC: Spec as per PO, TDC: AA0851401										
Sl No	Component & Operations	Characteristics	Class	Type Of Check	Quantum Of Check	Ref Document	Acceptance Norms	Format Of Record	*	Agency				Remarks
									D	P	W	V		

13. VENDOR TO ENSURE WITH TPIA THAT MATERIAL TEST CERTIFICATE & TRACEABILITY RECORDS ARE AVAILABLE FOR USE OF CORRECT MATERIAL.
14. QUALIFICATION OF EQUIPMENT, PROCESS & PERSONNEL FOR SPECIAL PROCESSES LIKE WELDING, BRAZING, PAINTING & METAL COATING ETC. (AS APPLICABLE AS PER PO) SHALL BE ENSURED.
15. VENDOR TO ENSURE THAT ALL CERTIFICATES ARE ENDORSED BY TPIA WITH COMMENTS (WITNESSED OR VERIFIED) AS PER QUALITY PLAN.
16. VENDOR SHALL OFFER LOG SHEETS CONTAINING ACTUAL MEASURED VALUES INSTEAD OF SAYING OK/NOT OK TO TPIA.
17. VENDOR SHALL SUBMIT COMPLETE INSPECTION AND TEST DOCUMENTATION WHICHEVER IS IDENTIFIED WITH (V) UNDER COLUMN 'D' OF APPROVED QUALITY PLAN SHALL BE ENCLOSED WITH THE INSPECTION REPORT.
18. VENDOR SHALL SUBMIT ORIGINAL COPIES OF ALL INSPECTION AND TEST DOCUMENTS AUTHENTICATED BY TPIA.

LEGEND: P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMINATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.	PREPARED BY:  Sachin Katiyar Dy. Manager / QA	REVIEWED BY :  M. L. Rajam Sr. Manager / QA	APPROVED BY:  T. Muniraghavulu AGM / QA
	Format no. : HYQA/QP/VSQP Rev.02		

	BHARAT HEAVY ELECTRICALS LIMITED R.C.PURAM, HYDERABAD	STANDARD QUALITY PLAN FOR VENDOR ITEMS						QP. NO: HYQA/SQP/TC/1819/09 Rev. No. : 06 DATE: 06.12.2024 VALID UPTO: 05.12.2027 PAGE 5 OF 5					
		ITEM: FLANGES BHEL SPEC: Spec as per PO, TDC: AA0851401											
SI No	Component & Operations	Characteristics	Class	Type Of Check	Quantum Of Check	Ref Document	Acceptance Norms	Format Of Record	*	Agency			Remarks
									D	P	W	V	

Annexure – I
Sampling Plan for Inspection

SI NO.	Lot Size (Numbers)	Sample Size	Acceptance Number (Maximum number of permissible defectives)
1.	2 - 8	Sample size = Lot Size	0
2.	9 - 15	Sample size = Lot Size	0
3.	16 - 25	8	0
4.	26 - 50	13	0
5.	51 - 90	20	0
6.	91 - 150	32	0
7.	151 - 280	50	0
8.	281 - 500	80	0
9.	501 - 1200	125	0
10.	1201 - 3200	200	0

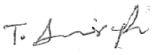
Visual Inspection:

Vendor: 100%

BHEL / BHEL TPIA:

A) 1 – 200 numbers lot size, 100% to be visually inspected.

B) > 200 numbers lot size, 200 numbers to be visually inspected.

LEGEND: P: - PERFORM, W: - WITNESS, V: - VERIFICATION, INDICATING 1: - BHEL / BHEL NOMINATED INSPECTION AGENCY, 2: - VENDOR / SUB VENDOR AS APPROPRIATE AGAINST EACH COMPONENT / CHARACTERISTICS UNDER THE COLUMNS P, W & V. * D: RECORDS IDENTIFIED WITH TICK (✓) SHALL BE ESSENTIALLY INCLUDED IN QA DOCUMENTATION.	PREPARED BY:  Sachin Katiyar Dy. Manager / QA	REVIEWED BY :  M. L. Rajam Sr. Manager / QA	APPROVED BY:  T. Muniraghavulu AGM / QA
	Format no. : HYQA/QP/VSQP Rev.02		