

Government eProcurement System

Tender Details

Date: 14-Dec-2024 03:27 PM



Basic Details			
Organisation Chain	Bharat Heavy Electricals Lim	ited HERP - Varanasi Purchase	
Tender Reference Number	E-304-24-0541-61-1		
Tender ID	2024_BHEL_43000_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Buy
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 2				
Cover No	Cover	Document Type	Description	
1	Fee/PreQual/Technical	.pdf	TECHNO COMMERCIAL BID PART	
2	Finance	.xls	PRICE BID PART	

Tender Fee De	Tender Fee Details, [Total Fee in ₹ * - 0.00]			EMD Fee Details	<u>i</u>		
Tender Fee in ₹	0.00			EMD Amount in ₹	0.00	EMD Exemption	No
Fee Payable To	Nil	Fee Payable At	Nil			Allowed	
Tender Fee	No			EMD Fee Type	fixed	EMD Percentage	NA
Exemption				EMD Payable To	Nil	EMD Payable At	Nil
Allowed					•	•	

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Work /Item(s)	1					
Title	EXHAUSTER	EXHAUSTER CASING ASSEMBLED				
Work Description	EXHAUSTER	XHAUSTER CASING ASSEMBLED				
Pre Qualification Details	Please refer	ease refer Tender documents.				
Independent External Monitor/Remarks	NA	IA				
Show Tender Value in Public Domain	No					
Tender Value in ₹	30,00,000	Product Category	Electrical Work/ Equipment	Sub category	NA	
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	120	
Location	BHEL , VARANASI	Pincode	221003	Pre Bid Meeting Place	NA	
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	BHEL , VARANASI	
Should Allow NDA Tender	No	Allow Preferential Bidder	No			

Critical Dates			
Publish Date	14-Dec-2024 04:00 PM	Bid Opening Date	25-Dec-2024 04:00 PM
Document Download / Sale Start Date	14-Dec-2024 04:00 PM	Document Download / Sale End Date	25-Dec-2024 01:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	14-Dec-2024 04:00 PM	Bid Submission End Date	25-Dec-2024 01:00 PM

NIT Document	S.No	Document Name	Description		Document Size (in KB)
	1	Tendernotice_1.pdf	TECHNO COMM	ERCIAL BID PART	291.2
	S.No Document Type Docume				
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
		Document Type BOQ	Document Name BOQ_45228.xls	Description PRICE BID PART	

Bid Ope	Bid Openers List				
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name		
1.	amaresh@bhel.in	AMARESH YADAV	Amaresh Yadav		
2.	sushilku@bhel.in	Sushil Kumar	SUSHIL KUMAR		
3.	kumarpraveen@bhel.in	PRAVEEN KUMAR	PRAVEEN KUMAR		
4.	abhishek@bhel.in	ABHISHEK GUPTA	ABHISHEK		

GeMARPTS Details	
Reason for non availability of GeMARPTS ID	Any other reason
Remarks	ITEM NOT AVAILABLE ON GEM PORTAL
Document Name	GARPTS.pdf
Document Size (in KB)	41.08

Tender Properties			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	3
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	OK
2	MSEs Order 2012	Agree	OK

Tender Inviting Authority		
Name	ABHISHEK	
Address	BHEL , VARANASI	

Tender Creator	<u>Details</u>
Created By	ABHISHEK GUPTA
Designation	Sr Engineer
Created Date	14-Dec-2024 03:19 PM

12/14/24, 1:24 PM Enquiry



Bharat Heavy Electricals Limited

Heavy Equipment Repair Plant

Tarna Shivpur Varanasi-221003 website: https://herp.bhel.com

Enquiry Number: E-304-24-0541-61-1 Date: 13/Dec/2024

Enquiry For Material:-

SI No	Material Description	Material Code	Quantity	Unit
1	EXHAUSTER CASING ASSEMBLED WITH INSPECTION DOOR. CASING AS PER DRG. NO. 05658400030/00 AND INSPECTION DOOR AS PER DRG. NO. 35658400081/00. ASSLY OF CASING AND DOOR AS PER SKETCH HY-1010.00	RV1019921277	3.0	NOS

Remarks

Remarks For Material Code: RV1019921277

(A) SUPPLY CONDITION

- 1. ITEMS TO BE SUPPLIED AT BHEL HERP STORES.
- 2. PRE DESPATCH INSPECTION WILL BE CARRIED OUT AS PER QUALITY PLAN RV/FAB&MCD/12 REV-03 AT PARTY'S WORKS BY BHEL REPRESENTATIVE.
- (B) TECHNICAL DELIVERY CONDITION
- 1. MATERIAL SHOULD BE AS MENTIONED IN THE DRG.
- 2. CASING TO BE MADE AS PER DRG.NO. 05658400030/00.
- 3. INSPECTION DOOR TO BE MADE AS PER DRG. NO. 35658400081/00. THIS DRAWING SHOWS THE CASTING VERSION OF INSPECTION DOOR. PARTY SHOULD CONVERT THE SAME TO IS2062 PLATE FABRICATED VERSION. THIS IS TO BE ENSURED THAT FABRICATED PLATE SHOULD MATCH PROPERLY WITH THE CASING.
- 4. EQUIVALENT MATL. GRADE FOR BM-C16 & BM-C20 IS IS:2062 GR.B
- 5. ASSLY OF CASING AND DOOR IS TO BE DONE AS PER SKETCH HY-1010.00
- 6. WELDING ELECTRODE E-7018 IS TO BE USED FOR WELDING.
- 7. DIMENSIONS AND TOLERANCES TO BE MAINTAINED AS PER DRG.
- 8. DIMENSIONS REPORT IS REQUIRED.
- (C) TEST CERTIFICATE: REQUIRED FOR CHEMICAL AND MECHANICAL PROPERTIES OF IS2062 PLATES, En8 ROD AND SA-106 GR.B PIPES.
- (D) GUARANTEE CERTIFICATE: REQUIRED FOR 24 MONTHS AGAINST ANY MANUFACTURING DEFECTS FROM THE DATE OF RECIPT AT BHEL HERP.
- (E) PACKING INSTRUCTION: ITEM TO BE SUPPLIED IN LOOSE CONDITION AFTER APPLYING THE RUST PREVENTIVE RED OXIDE PRIMING PAINT AND GREASE PROPERLY. ALL THE MACHINED SURFACES TO BE PROTECTED BY TRP BLACK PAINT. FOR PREVENTING THE DAMAGE FROM RAIN ETC. DURING TRANSIT, THE ITEM SHOULD BE WRAPPED PROPERLY WITH GOOD QUALITY POLYTHENE SHEETS.
- (F) DELIVERY WILL BE REQUIRED 04 MONTHS FROM PO DATE, EARLY DELIVERY IS ACCEPTABLE.
- (G) ALL OTHER TERMS AND CONDITIONS AS PER GTC (ATTACHED).
- (H) TENDER WILL BE EVALUATED ITEM WISE i.e. L1 WILL BE DECIDED FOR EACH AND INDIVIDUAL ITEM AND NOT ON TOTALITY BASIS.

ITEM DESCRIPTION: ENQUIRY NO:

	ENQUIRY NO:	Confirmation
SI No	BHEL STANDARD TERMS &CONDITIONS	Confirmation of supplier (Yes/No)
1	A) OFFER MUST BE SUBMITTED IN TWO PART BID SYSTEM NAMELY TECHNO-COMMERCIAL BID & PRICE BID FOR THE ITEM AS PER ENQUIRY IN SEPARATE SEALED COVERS: (I) TECHNO – COMMERCIAL BID & (II) PRICE BID SHOULD BE CLEARLY SUPERSCRIBED THE ENQUIRY NO. AND DUE DATE ON THE ENVELOPES. (B) UN-PRICED OFFER WITH TECHNICAL BID IS REQUIRED TO BE FURNISHED BY THE VENDOR. TECHNICAL OFFER SHOULD CLEARLY REFLECT AT LEAST OUR MATERIAL CODE, ITEM DESCRIPTION & QUANTITY.	
	(C) THE DIFFERENCE BETWEEN "UN-PRICED OFFER" AND "PRICED OFFER" SHOULD BE ONLY THE PRICES WHEREVER APPLICABLE. THE RATES AND AMOUNT SHOULD BE CLEARLY WRITTEN IN FIGURES AND WORDS BOTH WITHOUT ANY CUTTING / OVERWRITING. (D) IMPORTANT POINT FOR VENDOR WHO HAVE NOT SUBMITTED THE SRF (SUPPLIER REGISTRATION FORM) SO FAR: THE VENDORS, WHO HAVE NOT SUBMITTED THE SRF SO FAR, MUST SUBMIT THE SAME ALONG WITH PART- 1 BID. THE SRF TO BE DOWNLOADED FROM WWW.BHEL.COM OR https://herp.bhel.com .	
2	BID SHOULD BE FREE FROM CORRECTION, OVERWRITING, USING CORRECTIVE FLUID, ETC. ANY INTERLINEATION, CUTTING, ERASURE OR OVERWRITING SHALL BE VALID ONLY IF THEY ARE ATTESTED UNDER FULL SIGNATURE(S) OF PERSON(S) SIGNING THE BID ELSE BID SHALL BE LIABLE FOR REJECTION.	
3	YOUR TECHNO COMMERCIAL BID SHOULD MENTION THAT PRICE BID HAS BEEN SENT IN A SEPARATE ENVELOPE GIVING ITS REFERENCE.	
4	VENDOR TO ENSURE THAT ITEM & QUANTITY MENTIONED IN THE OFFERS ARE EXACTLY SAME AS PER ENQUIRY. IF ANY DEVIATION IS THERE PARTY MUST MENTION SPECIFIC HEREWITH OTHERWISE BHEL SHALL CONSIDER THAT ITEM & QUANTITY AS REQUIRED IN ENQUIRY.	
5	PLEASE MAKE SURE THAT THERE IS NO DISCREPANCY IN BETWEEN ACCEPTED TERMS & CONDITIONS MENTIONED IN THE CHECK LIST AND QUOTATION SUBMITTED BY VENDOR AND IF FOUND SO THEN THE TERMS & CONDITIONS WHICH ARE BENEFICIAL TO BHEL WOULD ONLY BE CONSIDERED.	
6	THE TENDER RECEIVED AFTER 14:00 HRS ON THE DUE DATE WILL NOT BE CONSIDERED.	
7	PART-I CONTAINING THE TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DATE AND TIME SPECIFIED IN THE ENQUIRY, IN THE PRESENCE OF THOSE TENDERERS WHO WISH TO ATTEND. PART-II i.e., PRICE BID WILL BE OPENED ONLY OF THOSE BIDDERS WHO ARE FOUND TECHNO-COMMERCIALLY SUITABLE AFTER SCRUTINY OF THEIR PART-I OFFERS.	
8	NO REVISED OFFERS WILL BE ACCEPTED UNLESS ASKED BY BHEL AFTER OPENING OF PART-1 BID IN ANY CASE.	
9	THE RATE OF GST SHOULD BE CLEARLY MENTIONED IN THE OFFER.	
10	VALIDITY OF OFFER SHOULD BE MINIMUM 90 DAYS FROM THE DATE OF TECHNO - COMMERCIAL BID OPENING OR 60 DAYS FROM THE REVERSE AUCTION DATE.	
12	BHEL RESERVES THE RIGHT TO REJECT THE OFFER, WHICH IS HAVING DEVIATIONS TO THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY. PRICING TERMS: PRICES ONCE QUOTED SHALL REMAIN FIRM WITHIN THE VALIDITY OR ANY EXTENSION THEREOF FOR PLACEMENT OF ORDER, TILL COMPLETE EXECUTION OF THE ORDER, WITHOUT ANY ESCALATION/INCREASE FOR ANY REASON, WHATSOEVER, UNLESS SPECIFICALLY PROVIDED FOR IN THE ENQUIRY & PO. IN CASE OF FOREIGN VENDORS, THE QUOTED PRICE SHALL BE TAKEN AS INCLUSIVE OF THIRD PARTY INSPECTION AND TESTING CHARGES AS CALLED FOR IN THE NIT.	
13	BID EVALUATION: UNLESS SPECIFIED IN THE TENDER, VENDOR MUST NOTE THAT BHEL WILL ARRIVE THE L1 STATUS FOR EACH ITEM ON LANDED COST BASIS. ACCORDINGLY, ORDER SHALL BE PLACED ON LOWEST BIDDER ON INDIVIDUAL ITEM BASIS ONLY, UNLESS BHEL ASK FOR TERMS OTHER THAN THIS ON EXCEPTION BASIS. IN THE COURSE OF EVALUATION, IF MORE THAN ONE BIDDER HAPPENS TO OCCUPY L-1 STATUS, EFFECTIVE L-1 WILL BE DECIDED BY SOLICITING DISCOUNTS FROM THE RESPECTIVE L-1 BIDDERS. IN CASE MORE THAN ONE BIDDERS HAPPENS TO OCCUPY THE L-1 STATUS EVEN AFTER SOLICITING DISCOUNST, THE L-1 BIDDER SHALL BE DECIDED BY A TOSS/DRAW OF LOTS, IN THE PRESENCE OF THE RESPECTIVE BIDDER(S) OR THEIR REPRESENTATIVE(S). RANKING WILL BE DONE ACCORDINGLY. BHEL'S DECISION IN SUCH SITUATION SHALL BE FINAL AND BINDING.	
14	TERMS OF DELIVERY: I. FOR INDIGENOUS SUPPLIERS: THE TERMS OF DELIVERY SHOULD BE QUOTED ON F.O.R. DESTINATION (BHEL HERP STORES VARANASI) BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT ONLY). IF ANY BIDDER STILL QUOTES OTHER DELIVERY TERM IN PLACE OF BHEL HERP STORES, THEIR OFFER MAY NOT BE CONSIDERED FOR FURTHER PROCESSING. IT MUST BE SPECIFICALLY NOTED.	
15	IF ANY INDIAN SUPPLIERS ARRANGE SUPPLY FROM FOREIGN PRINCIPLES/WORKS, TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT MUMBAI (INDIA) SEA PORT BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT MUMBAI (INDIA) SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM JNPT MUMBAI SEAPORT/MUMBAI AIRPORT TO BHEL VARANASI FOR EACH ITEM WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION.	
16	INSURANCE CHARGES SHALL BE TO VENDOR'S ACCOUNT ONLY IF PRICE QUOTED ON BHEL HERP STORES BASIS. IN CASE PRICE QUOTED IS ON CIF JNPT MUMBAI BASIS/ CFR MUMBAI AIRPORT BASIS, INSURANCE UP TO CIF JNPT MUMBAI/MUMBAI AIRPORT SHALL BE IN VENDOR ACCOUNT.	
	PAYMENT TERMS: I.FOR MSEs VENDORS: 100% AGAINST SRV WITHIN 45 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. II.FOR MEDIUM ENTERPRISES VENDORS: 100% AGAINST SRV WITHIN 60 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL	
	(DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. III. FOR NON- MSME: 100% AGAINST SRV WITHIN 90 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO.	
17	IV.BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: - PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS. PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS: (A) PAYMENT OF GST AMOUNT INTO GOVT. ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL. (B) FILING OF GST RETURN (C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC IN GSTR-2B ON GSTN PORTAL. Note: 1. PAYMENT WILL BE MADE AFTER ACCEPTANCE OF MATERIAL. 2. ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE. 3. IF ANY SUPPLIER FALLS UNDER "NON MSE" OR "NON MEDIUM" CATEGORY, THEIR PAYMENT TERM WILL BE CONSIDERED AS NON MSME SUPPLIER PAYMENT WITHOUT ANY INTIMATION.	
18	LOADING OF PAYMENT TERM: IN CASE OF DEVIATION, LOADING OF INTEREST RATE @SBI MCLR RATE + 6% (AS ON PART-1 OPENING DATE) SHALL BE LOADED WHILE ARRIVING AT LANDED COST TO BHEL.	
19	LIQUIDATED DAMAGES/ LATE DELIVERY (LD) PENALTY CLAUSE: SUBJECT TO FORCE MAJEURE CONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXES & DUTIES. NO GRACE PERIOD SHALL BE GIVEN.	
20	LOADING OF LIQUIDATED DAMAGES (LD): DEVIATION TO ABOVE STANDARD PENALTY CLAUSE, MAXIMUM LOADING OF 10% (IN CASE OF NON ACCEPTANCE OF LD CLAUSE) OR PART THEREOF (IN CASE OF PART ACCEPTANCE OF LD) SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL. LOADING OF DELIVERY TERM: FURTHER IF DEVIATION IS FOUND IN THE ACCEPTED DELIVERY TERM AS WELL AS ACCEPTED PENALTY TERM, SUITABLE LOADING BASED ON TRANSPORTATION TIME TO BE TAKEN SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL HERP STORES WHICH MAY BE AS BELOW: (i) 1% OF THE BASIC COST FOR INDIAN SUPPLIERS,	

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	ANNEXURE-A	
21	DELIVERY PERIOD: VENDOR SHOULD STRICTLY QUOTE THE DELIVERY PERIOD AS MENTIONED IN NIT.	
22	IF ANY VENDOR DOES NOT SUPPLY THE ITEM WITHIN THE PURCHASE ORDER DELIVERY PERIOD, BHEL MAY/MAY NOT ACCEPT THE SUPPLY AT ITS SOLE DISCRETION.	
	BANK GUARANTEE: THE COST OF BHEL FREE ISSUE MATERIALS PER SET/PER ASSEMBLY AND TOTAL COST OF FIM FOR THE ENQUIRY ARE MENTIONED IN NIT.	
	IN THIS REGARD: 1 (a). PARTY WILL HAVE TO SUBMIT EQUAL AMOUNT OF SECURITY DEPOSIT (IN THE FORM OF 10% BG/FDR/DD/CHEQUE/BANK TRANSFER AND 90% INDEMNITY BOND) TOWARDS THE COST OF BHEL MATERIALS TO BE ISSUED TO THEM BEFORE THE ISSUE OF BHEL MATERIALS TO THEM. AT ANY POINT OF TIME, PROPORTIONATE SECURITY DEPOSIT OF TOTAL/CUMMULATIVE MATERIAL VALUE SHOULD BE MAINTENED.	
	(b) IN CASE OF TRIAL/DEVELOPMENTAL ORDER, PARTY WILL HAVE TO SUBMIT 30% BG/FDR/DD/CHEQUE/BANK TRANSFER AND 70% INDEMNITY BOND TOWARDS THE COST OF BHEL FIM.	
23	2. BHEL MAY ASK THE SUPPLIER FOR SUBMISSION OF FULL SECURITY DEPOSIT AMOUNT OR PART DEPENDING UPON THE AVAILABILITY OF FREE ISSUE MATERAILS AT OUR END.	
	3. PARTY MUST HAVE TO SUBMIT THE SAME WITHIN 02 WEEK TIME FROM THE DATE OF WRITTEN INTIMATION BY BHEL WITHOUT FAIL OTHERWISE IT WOULD TREATED AS FAILURE OF HONOURING PO TERMS AND ACCORDINGLY BHEL MAY CANCEL THE PURCHASE ORDER AND INITIATE ALTERNATE PROCUREMENT ACTION AT SUPPLIER RISK & COST.	
	4. IN CASE OF ABSENCE OF DESIRED SECURITY DEPOSIT AT BHEL END AND ALSO NON RESPONSE OF POINT NO. 03 AS ABOVE, I. BHEL MAY HOLD THE PENDING PAYMENTS OF SUPPLIER AVAILABLE AT BHEL ON THEIR CONSENT.	
	II. IF NO PAYMENT IS PENDING AT BHEL END, ACTION FOR ALTERNATE PROCUREMENT ACTION MAY BE INITIATED. 5. THE FORMAT OF BG AND IB SHALL BE PER ATTACHED ANNEXURE-BG/FIM AND IB-FIM RESPECTIVELY.	
24	TRANSPORTATION CHARGES FOR SENDING BHEL FREE ISSUE MATERIALS (FIM) TO THE PARTY WORKS WILL BE BORNE BY BHEL ONLY. THE FREIGHT CHARGES FOR SENDING THE BHEL FIM FROM HERP STORES TO PARTY'S WORK FOR EACH ITEM WILL BE LOADED AS PER BHEL TRANSPORT CONTRACT AT THE TIME OF TOTAL LANDED COST CALCULATION. HOWEVER, VARANASI/LOCAL BASED VENDORS WILL LIFT THE FIM FROM BHEL STORES AND BORNE ITS TRANSPORTATION CHARGES.	
25	IF BHEL ISSUES FREE ISSUE MATERIALS TO THE SUPPLIER, IT MUST BE RETURNED WITHIN THE TIME LIMIT AS PRESCRIBED IN GST LAW (PRESENTLY 01 (ONE) YEAR FROM THE DATE OF FREE ISSUE DATE) TO COMPLY THE GST RULES. IF ANY VENDOR DOES NOT RETURN THE BHEL FREE ISSUE MATERIALS AS MENTIONED ABOVE, THE FINANCIAL IMPLICATION ON ACCOUNT OF THIS, IF ANY, SHALL BE RECOVERED FROM THE PARTY BILLS.	
	REVERSE AUCTION: BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON <u>WWW.BHEL.COM</u>) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALLY QUALIFIED BIDDERS.	
26	PRICE BIDS OF ALL TECHNO-COMMERCIALLY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED AS INITIAL BIDS OF BIDDERS IN RA. IN CASE ANY BIDDER(S) DO (ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING.	
27	IF ANY OF THE VENDORS DO NOT ACCEPT THE ABOVE POINT MENTIONED AT SL. NO. 26, THEIR OFFER MAY BE LIABLE FOR REJECTION WITHOUT INTIMATION.	
28	RISK PURCHASE: IN CASE OF DELAY IN SUPPLIES/ DEFECTIVE SUPPLIES/NON EXECUTION OF PURCHASE ORDER ETC. (FOR DETAILS, REFER GUIDELINES FOR RISK PURCHASE), BHEL MAY CANCEL THE ORDER IN FULL OR PART THEREOF/ MAY ALSO MAKE THE PURCHASE OF SUCH MATERIALS FROM ELSEWHERE/ALTERNATIVE SOURCES AT THE RISK & COST OF SUPPLIER.BHEL MAY ALSO MANUFACTURE THE ITEM IN-HOUSE IN PART OR FULL DEPENDING UPON THE URGENCY OF THE ITEM.	
	GUIDELINES FOR RISK PURCHASE IS AVAILABLE ON BHEL WEBSITE "https://herp.bhel.com" at "Notice". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS GUIDELINE BEFORE SUBMITTING THEIR OFFER AGAINST BHEL, HERP TENDER ENQUIRIES. IN CASE RISK PURCHASE IS APPLIED, BHEL SHALL TAKE ACTION AGAINST THE NON-PERFORMING AND/OR DEFAULTING SUPPLIERS/ CONTRACTORS IN LINE WITH THIS GUIDELINE ONLY.	
29	BHEL MAY SHORT CLOSE/CANCEL AN ORDER AT ANY TIME DURING THE CURRENCY OF THE CONTRACT/PO IRRESPECTIVE OF THE PO DELIVERY DATE, IF (I) THE WORK PROGRESS OF THE VENDOR IS POOR, OR (II) THE DELIVERY REQUIREMENT OF THE ITEM IS VERY CRITICAL & NOT BEING MET BY THE VENDOR ON WHICH ORDER HAS BEEN PLACED, OR	
20	(III) THERE IS NO RESPONSE FOR IMPROVEMENT IN DELIVERY AS PER BHEL REQUIREMENT, THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED.	
30	THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE www.bhel.com	
31	RESERVATION RIGHTS OF BHEL: – BHEL RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS WITHOUT ASSIGNING ANY REASONS THEREOF. BHEL ALSO RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITIES. VENDORS SHOULD BE PREPARED TO ACCEPT ORDER FOR REDUCED QUANTITIES WITHOUT ANY EXTRA CHARGES. VENDOR SHOULD ALSO BE PREPARED FOR GIVING DISCOUNT IN CASE OF INCREASE IN QUANTITY.	
32	NON-DISCLOSURE AGREEMENT: ALL DRAWINGS AND STANDARDS ARE PROPRIETARY OF BHEL. IT MUST NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY. ALL SUPPLIERS SHALL FURNISH NDAS (NON-DISCLOSURE AGREEMENT) AGAINST USE OF DOCUMENTS FURNISHED BY BHEL TOWARDS UN-AUTHORIZED USE EXCEPT FOR THE PURPOSE IT HAS BEEN FURNISHED.	
	A. SETTLEMENT OF DISPUTES & ARBITRATION: I.ALL QUESTIONS/INTERPRETATIONS REGARDING SUBJECT MATTER OF THE CONTRACT SHALL BE DECIDED BY THE BHEL ON THE REQUEST OF THE VENDOR AND THE DECISION OF THE BHEL SHALL BE FINAL.	
33	III.IN CASE OF DISPUTE, STEPS SHALL BE TAKEN BY THE PARTIES TO THE CONTRACT TO SETTLE THE SAME THROUGH NEGOTIATIONS. III.IN CASE, DISPUTE IS NOT SETTLED IN NEGOTIATIONS, IT SHALL BE REFERRED TO CONCILIATOR APPOINTED BY THE COMPETENT AUTHORITY OF THE BHEL. THE CONCILIATION PROCEEDINGS WITH RESPECT TO A DISPUTE AS DEFINED IN THE BHEL CONCILIATION SCHEME, 2018 AND SUBSEQUENT REVISIONS CAN BE INITIATED UNDER THE SCHEME AT ANY STAGE WHETHER BEFORE, DURING OR EVEN AFTER THE COMMENCEMENT OF ARBITRATION PROCEEDINGS OR LITIGATION BEFORE COURTS. THIS CONCILIATION SCHEME IS AVAILABLE ON OUR WEBSITES https://herp.bhel.com AND www.bhel.com . IV.IN CASE DISPUTE IS NOT SETTLED IN CONCILIATION PROCEEDINGS, THE SAME SHALL BE REFERRED TO ARBITRATION AS PER CORPORATE GUIDELINES OF THE BHEL AND THE	
	ARBITRATION PROCEEDING SHALL BE CONDUCTED AS PER PROVISIONS OF THE ARBITRATION AND CONCILIATION ACT, 1996 READ WITH CORPORATE GUIDELINE AS AMENDED FROM TIME. V.THE VENDOR SHALL CONTINUE TO PERFORM THE CONTRACT, PENDING SETTLEMENT OF DISPUTE(S).	
	B.JURISDICTION : ALL DISPUTES OR DIFFERENCES ARISING OUT OF OR IN CONNECTIONS WITH THE CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT AT VARANASI (U.P.) ONLY.	
34	SPECIAL NOTE FOR BIDDERS: THE QUOTATION SHOULD BE FROM PRINCIPAL / ORIGINAL EQUIPMENT MANUFACTURER ONLY. THE OFFER OF THOSE OEM, AUTHORISING THEIR TRADER / DEALER / DISTRIBUTOR TO QUOTE AND TAKE ORDER IS LIABLE FOR DISQUALIFICATION. SINCE BHEL PREFER TO DEAL DIRECTLY WITH OEM AND NOT THROUGH DEALER / TRADER / DISTRIBUTOR OF OEM, THEREFORE, OEM MUST DIRECTLY QUOTE, TAKE ORDER AND DELIVER THE MATERIAL UNDER THEIR QUARANTEE.	
	I. FOLLOWING DOCUMENTS SHOULD BE ENCLOSED AND ADDRESSED TO DGM (FINANCE) AND SAME SHALL BE DISPATCHED TO MM DEPTT. BHEL, HERP, TARNA, SHIVPUR, VARANASI-221003 FOR PAYMENT PURPOSE: a) 05 (FIVE) COPIES OF GST INVOICES b) COPY OF GR/RR.	
	c) TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY).	
35	II. FURTHER TO ABOVE, 02 (TWO) COMPLETE SETS OF DOCUMENTS (COPIES OF ABOVE MENTIONED DOCUMENTS AT SL. NO. I FOR INDIAN SUPPLIERS (UNDER THIS CLAUSE) SHALL BE SENT FOR PURCHASE AND QUALITY DEPARTMENTS. ORIGINAL COPIES OF TC, GC, PDI REPORTS & OTHER QUALITY PAPERS SHALL BE ATTACHED IN THE SET OF DOCUMENTS FOR QUALITY DEPARTMENTS.	
	III. THE VENDOR SHOULD PROVIDE BILLS & OTHER DOCUMENTS COMPLETE IN ALL RESPECT AS PER PURCHASE ORDER ALONGWITH DESPATCH OF MATERIALS. BHEL SHALL SEEK CLARIFICATION(S) (IF ANY) RELATED TO PAYMENT DOCUMENTS IN ONE GO. THE VENDOR SHOULD PROVIDE ALL SUCH CLARIFICATION(S) IMMEDIETLY.ANY DELAY IN PROCESSING OF PAYMENT, DUE TO NON RECEIPT OF CLARIFICATION(S) SOUGHT BY BHEL, SHALL BE ATTRIBUTABLE COMPLETELY TO VENDOR.	

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	ANNEXURE-A	
36	THE VENDOR SHALL ENSURE THAT THEIR BANK DETAILS ARE UPDATED WITH US FOR TIMELY PAYMENT THROUGH EFT (ELECTRONICS FUND TRANSFER).	
37	GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS: THE REVISED GUIDELINES FOR SUSPENSION OF BUSSINESS DEALINGS ARE AVAILABLE ON BHEL WEBSITE AT "www.bhel.com" on "SUPPLIER REGISTRATION PAGE". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS BEFORE QUOTING AS PER THEIR REQUIREMENT. ACTION AGAINST THE DEFAULTED SUPPLIERS/ CONTRACTORS' SHALL BE TAKEN AS PER THESE GUIDELINES ONLY.	
38	VENDOR MUST FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE i.e. ITEMS TO BE SUPPLIED IN SUCH A MANNER THAT THE PURCHASE ORDER HAVING OLDER DELIVERY SCHEDULE SHOULD BE SUPPLIED EARLIER AND PURCHASE ORDER HAVING LATTER DELIVERY SCHEDULE TO BE SUPPLIED LATTER. IF ANY VENDOR DOES NOT FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE ESPECIALLY FOR SAME ITEM, BHEL MAY ACCOUNT FOR THE ITEM IN SEQUENTIAL MANNER OR MAY RECOVER THE FINANCIAL IMPLICATION.	
39	ALL ABOVE ACCEPTED TERMS & CONDITIONS SHALL BE PART OF PURCHASE ORDER WITH OR WITHOUT MENTIONING IN THE PO/CONTRACT BASED ON YOUR ACCEPTANCE AND OFFER SUBMITTED.	
40	IMPORTANT INSTRUCTION: I.VENDORS ARE REQUESTED TO QUOTE THEIR RATE WITH DESCRIPTION MENTIONED IN THE ENQUIRY CONSIDERING ALL TECHNICAL TERMS & CONDITIONS OF THE ENQUIRY. ALSO RATES QUOTED SHOULD BE EXACLTY AS PER SL. NO. OF HARD COPY OF THE ENQUIRY (IF ENQUIRY HAS BEEN FLOATED THROUGH CONVENTIONAL MODE) OR AS PER SL. NO. APPEARING IN THE e-Procurement PORTAL (IF ENQUIRY HAS BEEN FLOATED THROUGH e-Procurement) ONLY. IT MUST BE FOLLOWED UP TO AVOID CONFUSION AT LATER STAGES. ALSO RATES TO BE SUBMITTED BOTH IN NUMERICS AS WELL AS IN WORD. IN CASE OF DISCREPENCY, RATES SUBMITTED IN WORDS SHALL BE CONSIDERED FOR FURTHER PROCESSING. II.DOCUMENTS SUBMITTED WITH THE OFFER SHOULD BE SIGNED AND STAMPED IN EACH PAGE BY AUTHORIZED REPRESENTATIVE OF THE BIDDER. II.IN CASE OF PDI, VENDOR SHALL RAISE ONLINE INSPECTION CALL IN ONLINE INSPECTION PORTAL/INTIMATE BHEL IN WRITTIING (WHERE INSPECTION IS IN BHEL HERP SCOPE) AT LEAST 01 WEEK IN ADVANCE OR AS MUTUALLY AGREED PERIOD ABOUT THE DATE AND PLACE AT WHICH GOODS WILL BE READY FOR INSPECTION. IV.PURCHASER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE ENTITLED TO CARRY OUT SURVEILLANCE INSPECTION OF MATERIAL AND WORKMANSHIP AT SELLER'S PREMISES OR AT HIS SUB-CONTRACTOR'S PREMISES AT ALL REASONABLE TIMES DURING EXECUTION OF THE CONTRACT. SUCH INSPECTION, EXAMINATION AND TESTING, IF MADE, SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS TO MANUFACTURE/MACHINING THE GOODS UNDER THE CONTRACT. IF DEFCETS ARE FOUND AT LATER STAGE, IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO REPLACE/RECTIFY THE SAME.	
41	IMPORTANT CLAUSE FOR GST: INPUT TAX CREDIT OF GST CAN BE AVAILED BY BHEL ONLY WHEN THE MATERIAL HAS BEEN PHYSICALLY RECEIVED AND GST INVOICE IS IN POSSESSION OF BHEL. THEREFORE, SUPPLIERS SHOULD ENSURE THE FOLLOWING IN RESPECT OF POS ISSUED BY BHEL: 1. GST INVOICE SHOULD CONTAIN ADDRESS, GST NO. AND PAN NO. OF BHEL AS WELL AS OF SUPPLIER. APPLICABLE HSN CODE OF THE MATERIAL SHOULD BE INDICATED IN THE GST INVOICE. 11. FIVE COPIES OF GST INVOICE AND LORRY RECEIPT MAY BE DESPATCHED ALONGWITH SHIPMENT OF THE GOODS IN ORDER TO AVOID ANY DELAY IN AVAILING INPUT CREDIT BY BHEL. 111. DECLARE SUCH INVOICE IN HIS GSTR-1 RETURN FOR THE MONTH OF DESPATCH OF MATERIAL. 112. PAYMENT OF GST TO STATUTORY AUTHORITIES WITHIN PRESCRIBED TIME. 113. PAYMENT OF GST TO STATUTORY AUTHORITIES WITHIN PRESCRIBED TIME. 114. V. 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. 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. 113. VI. CASE GST CREDIT IS DELAYED /DENIED TO BHEL DUE TO NON OR DELAYED RECEIPT OF GOODS AND OR TAX INVOICE OR EXPIRY OF TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC OR ANY OTHER REASON NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM VENDOR ALONG WITH INTEREST /PENALTY LEVIABLE ON BHEL. 114. CASE SUPPLIERS DELAYS DECLAYING SUCH INVOICE IN HIS RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST	
42	AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL SHALL BE RECOVERABLE FROM SUPPLIER ALONGWITH INTEREST LEVIED/LEVIABLE ON BHEL. IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT/ CREDIT NOTE), THE SUPPLIER SHALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF GST ACT & RULES REFERRED THERE UNDER. STATUTORY VARIATION CLAUSE: ANY INCREASE IN THE RATE OF GST SHALL BE PAYABLE ONLY FOR DELIVERIES COMPLETED WITHIN THE SCHEDULED DELIVERY PERIOD, IN OTHER WORDS INCREASE IN THE RATE OF GST SHALL NOT BE PAYABLE FOR VALUE OF CONSIGNMENT DELIVERED AFTER THE SCHEDULED PURCHASE ORDER DELIVERY PERIOD.2.NEW TAXES AND DUTIES, IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD (INCLUDING EXTENSION IF THE SAME IS NOT ATTRIBUTABLE TO BIDDER) SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENTS TO THE SATISFACTION	
43	IMPORTANT INSTRUCTION FOR MSES SUPPLIERS: I. "MSE SUPPLIERS CAN AVAIL THE INTENDED BENEFITS ONLY IF THEY SUBMIT ALONG WITH OFFER, ATTESTED COPIES OF EITHER EM-II CERTIFICATE HAVING DEEMED VALIDITY (FIVE YEARS FROM THE DATE OF ISSUE OF ACKNOWLEDGEMENT IN EM-II) OR VALID NSIC CERTIFICATE OR EM-II CERTIFICATE ALONG WITH CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE-1 WHERE DEEMED VALIDITY OF EM-II CERTIFICATE OF FIVE YEARS HAS EXPIRED) APPLICABLE FOR THE RELEVANT F/Y (LATEST AUDITED).DATE TO BE RECKONED FOR DETERMINING THE DEEMED VALIDITY WILL BE THE DATE OF BID OPENING (PART-1 IN CASE OF TWO PART BID). NON SUBMISSION OF SUCH DOCUMENTS WILL LEAD TO CONSIDERATION OF THEIR BID AT PAR WITH OTHER BIDDERS. NO BENEFIT SHALL BE APPLICABLE FOR THIS ENQUIRY IF ANY DEFICIENCY IN THE ABOVE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING. IF THE TENDER IS TO BE SUBMITTED THROUGH e-procurement PORTAL, THEN THE ABOVE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING. IF THE TENDER IS TO BE SUBMITTED THROUGH e-procurement PORTAL, THEN THE ABOVE REQUIRED DOCUMENTS ARE TO BE UPLOADED ON THE PORTAL. DOCUMENTS SHOULD BE NOTARIZED OR ATTESTED BY A GAZETTED OFFICE. III.N CASE OF ANY CHANGE IN THE MSE STATUS OF THE BIDDER, IT SHALL BE RESPONSIBILITY OF THE BIDDER TO NOTIFY THE CHANGE AS A PART OF THE BID DOCUMENT. IF AT A LATER DATE IT COMES TO NOTICE OF BHEL, THAT THE CHANGE IN THE STATUS HAS NOT BEEN INTIMATED BY THE BIDDER AND THE ORDER IS OBTAINED UNDER THE PREMISE OF AN MSE, THEN BHEL WOULD CANCEL THE PENDING ORDER AGAINST THIS TENDER. IV.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS IN THIS TENDER. IV.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 6.25% SHALL BE EARMARKED FOR PROCUREMENT FROM MSES OWNED BY SC/ST ENTREPRENEURS. V.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 8.45% SHALL BE EARMARKED FOR PROCUREMENT FROM MSES OWNED BY WOMEN. IV.II. OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 9.55 SHALL BE EARMARKED FOR PROCUREMENT FROM MSE	
44	THE STARTUPS AS DEFINED IN THE GAZETTE OF INDIA NOTIFICATION NO.: G.S.R. 127 (E) DATED 19/02/2019 WILL BE EXEMPTED FROM FULFILLING THE CRITERIA, IF MENTIONED, IN THE PQR (PRE-QUALIFYING REQUIREMENT) REGARDING PRIOR TURNOVER AND PRIOR EXPERIENCE. HOWEVER, THERE MAY BE CIRCUMSTANCES (LIKE PROCUREMENTS OF ITEMS RELATED TO PUBLIC SAFETY, HEALTH, CRITICAL SECURITY OPERATIONS AND EQUIPMENTS ETC.) WHERE BHEL MAY PREFER THE VENDORS TO HAVE PRIOR EXPERIENCE RATHER THAN GIVING ORDER TO NEW ENTITIES. FOR SUCH PROCUREMENTS, BHEL MAY NOT RELAX THE CRITERIA OF PRIOR EXPERIENCE/TURNOVER FOR THE STARTUPS.	
45	PURCHASE PREFERENCE FOR INDIAN VENDORS: FOR THIS PROCUREMENT, THE LOCAL CONTENT TO CATEGORIZE A SUPPLIER AS A CLASS I LOCAL SUPPLIER / CLASS II LOCAL SUPPLIER / NON LOCAL – SUPPLIER AND PURCHASE PREFERENCE TO CLASS I LOCAL SUPPLIER, IS AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER	

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2017 DATED 04.06.2020 ISSUED BY DPIIT. IN CASE OF SUBSEQUENT ORDERS ISSUED BY THE NODAL MINISTRY, CHANGING THE DEFINITION OF LOCAL CONTENT FOR THE ITEMS OF THE NIT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT, BUT BEFORE OPENING OF PART —II BIDS AGAINST THIS NIT.

MODEL CLAUSE FOR TENDER.

- I. ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN THIS TENDER ONLY IF THE BIDDER IS REGISTERED WITH THE COMPETENT AUTHORITY.
- II. "BIDDER" (INCLUDING THE TERM 'TENDERER', 'CONSULTANT' OR 'SERVICE PROVIDER' IN CERTAIN CONTEXTS) MEANS ANY PERSON OR FIRM OR COMPANY, INCLUDING ANY MEMBER OF A CONSORTIUM OR JOINT VENTURE (THAT IS AN ASSOCIATION OF SEVERAL PERSONS, OR FIRMS OR COMPANIES), EVERY ARTIFICIAL JURIDICAL PERSON NOT FALLING IN ANY OF THE DESCRIPTIONS OF BIDDERS STATED HEREINBEFORE, INCLUDING ANY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCUREMENT PROCESS.
- III. "BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA" FOR THE PURPOSE OF THIS ORDER MEANS: -
- a) AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY: OR
- b) A SUBSIDIARY OF AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR
- c) AN ENTITY SUBSTANTIALLY CONTROLLED THROUGH ENTITIES INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR
- d) AN ENTITY WHOSE BENEFICIAL OWNER IS SITUATED IN SUCH A COUNTRY; OR
- e) AN INDIAN (OR OTHER) AGENT OF SUCH AN ENTITY; OR
- f) A NATURAL PERSON WHO IS A CITIZEN OF SUCH A COUNTRY; OR
- g) A CONSORTIUM OR JOINT VENTURE WHERE ANY MEMBER OF THE CONSORTIUM OR JOINT VENTURE FALLS UNDER ANY OF THE ABOVE
- IV. THE BENEFICIAL OWNER FOR THE PURPOSE OF (III) ABOVE WILL BE AS UNDER:
- 1. IN CASE OF A COMPANY OR LIMITED LIABILITY PARTNERSHIP, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S) WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS A CONTROLLING OWNERSHIP INTEREST OR WHO EXERCISES CONTROL THROUGH OTHER MEANS.

 EXPLANATION –
- a. "CONTROLLING OWNERSHIP INTEREST" MEANS OWNERSHIP OF OR ENTITLEMENT TO MORE THAN TWENTY-FIVE PER CENT. OF SHARES OR CAPITAL OR PROFITS OF THE COMPANY
- b. "CONTROL" SHALL INCLUDE THE RIGHT TO APPOINT MAJORITY OF THE DIRECTORS OR TO CONTROL THE MANAGEMENT OR POLICY DECISIONS INCLUDING BY VIRTUE OF THEIR SHAREHOLDING OR MANAGEMENT RIGHTS OR SHAREHOLDER'S AGREEMENTS OF VOTING AGREEMENTS;
- 2. IN CASE OF A PARTNERSHIP FIRM, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S) WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL OF CAPITAL OR PROFITS OF THE PARTNERSHIP;
- 3. IN CASE OF AN UNINCORPORATED ASSOCIATION OR BODY OF INDIVIDUALS, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S), WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS OWNERSHIP OF OR ENTITLEMENT TO MORE THAN FIFTEEN PERCENT OF THE PROPERTY OF CAPITAL OF PROFITS OF SUCH ASSOCIATION OR BODY OF INDIVIDUALS;
- 4. WHERE NO NATURAL PERSON IS IDENTIFIED UNDER (1) OR (2) OR (3) ABOVE, THE BENEFICIAL OWNER IS THE RELEVANT NATURAL PERSON WHO HOLDS THE POSITION OF SENIOR MANAGING OFFICIAL:
- 5. IN CASE OF TRUST, THE IDENTIFICATION OF BENEFICIAL OWNER (\$) SHALL INCLUDE IDENTIFICATION OF THE AUTHOR OF THE TRUST, THE TRUSTEE, THE BENEFICIARIES WITH FIFTEEN PERCENT OR MORE INTEREST IN THE TRUST AND ANY OTHER NATURAL PERSON EXERCISING ULTIMATE EFFECTIVE CONTROL OVER THE TRUST THROUGH A CHAIN OF CONTROL OR OWNERSHIP.
- V. AN AGENT IS A PERSON EMPLOYED TO DO ANY ACT FOR ANOTHER, OR TO REPRESENT ANOTHER IN DEALINGS WITH THIRD PERSON.

CERTIFICATE: IN ORDER TO AVAIL THE BENEFITS, VENDORS TO SUBMIT (ALONG WITH OFFER) THE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE CONTENT REQUIREMENT FOR CLASS-I/ CLASS-II LOCAL SUPPLIER AS THE CASE MAY BE, INDICATING THE PERCENTAGE OF LOCAL CONTENT. AND SHALL GIVE DETAILS OF LOCATION AT WHICH THE LOCAL VALUE ADDITION IS MADE (refer attached Make in India (Model Certificate no I).

FORCE MAJEURE: NOTWITHSTANDING ANYTHING CONTAINED IN THE CONTRACT, NEITHER THE VENDOR NOR THE BHEL SHALL BE HELD RESPONSIBLE FOR TOTAL OR PARTIAL NON-EXECUTION OF ANY OF THE CONTRACTUAL OBLIGATIONS, SHOULD THE OBLIGATION BECOME UNREASONABLY ONEROUS OR IMPOSSIBLE DUE TO OCCURRENCE OF A 'FORCE MAJEURE' WHICH DIRECTLY AFFECTS THE OBLIGATIONS TO BE PERFORMED BY THE BHEL OR THE VENDOR; SUCH EVENTS INCLUDE WAR, MILITARY OPERATIONS OF ANY NATURE, BLOCKAGES, REVOLUTIONS, INSURRECTIONS, RIOTS, CIVIL COMMOTIONS, INSURGENCY, SABOTAGE, ACTS OF PUBLIC ENEMY, FIRES, EXPLOSION, EPIDEMICS OR ANY NATURE, BLOCKAGES, REVOLUTIONS, INSURRECTIONS, FINDENCY, SABOTAGE, ACTS OF PUBLIC ENEMY, FIRES, EXPLOSION, EPIDEMICS OR ANY NATURE, BLOCKAGES, REVOLUTIONS, INSURGENCY, SABOTAGE, ACTS OF PUBLIC ENEMY, FIRES, EXPLOSION, EPIDEMICS OF ANY ANTONE RESTRICTIONS, FLOODS, EARTHQUAKE, OR ACTS OF GOD, RESTRICTIONS, BY GOVT. AUTHORITIES; OVER WHICH THE VENDOR OR THE BHEL HAS NO CONTROL. THE PARTY CLAIMING TO BE AFFECTED BY FORCE MAJEURE SHALL NOTIFY THE OTHER PARTY IN WRITING WITHOUT DELAY, WITHIN TWO WEEKS ON THE INTERVENTION AND ON THE CESSATION OF SUCH CIRCUMSTANCE. EXTENSION OF TIME SOUGHT BY THE VENDOR ALONG WITH SUPPORTING EVIDENCE AND SO GRANTED BY THE BHEL FOR THE SUPPLY WORK AFFECTED, IF ANY, SHALL NOT BE CONSTRUED AS WAIVER IN RESPECT OF REMAINING DELIVERIES. RESCHEDULING OF DELIVERIES ON ACCOUNT OF FORCE MAJEURE CONDITIONS, IF SO AGREED BY THE BHEL, WILL NOT ENTAIL THE VENDOR TO CALIM ANY INCREASE IN THE PRICE ON WHATSOEVER ACCOUNT. NOTWITHSTANDING ABOVE PROVISIONS, BHEL SHALL RESERVE THE RIGHT TO CANCEL THE ORDER/ CONTRACT, WHOLLY OR PARTLY, IN ORDER TO MEET THE OVERALL PROJECT SCHEDULE AND MAKE ALTERNATIVE ARRANGEMENTS. IF DEEMED NECESSARY, BHEL MAY TAKEOVER PARTLY PROCESSED MATERIAL AT A MUTUALLY AGREED PRICE.

- FRAUD PREVENTION POLICY: THE BIDDER ALONG WITH ITS ASSOCIATE/ COLLABORATORS/ SUB-CONTRACTORS/ SUB-VENDORS/ CONSULTANTS/ SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON BHEL WEBSITE WWW.BHEL.COM AND SHALL IMMEDIATELY BRING TO THE NOTICE OF BHEL MANAGEMENT ABOUT ANY FRAUD OR SUSPECTED FRAUD AS SOON AS IT COMES TO THEIR NOTICE.
- 8 SHORT SHIPMENTS/ WARRANTY/GUARANTEE REPLACEMENTS: IN CASE OF ANY SHORT SHIPMENT DURING INITIAL SUPPLY WHICH IS SUBSEQUENTLY DISPATCHED BY THE VENDOR OR ANY GUARANTEE / WARRANTY REPLACEMENTS SHALL BE DISPATCHED ON "FOR-BHEL STORES/DESIGNATED DESTINATION" BASIS FOR INDIGENOUS ITEMS. TAXES, IF ANY PAID BY INDIGENOUS VENDOR FOR GUARANTEE /WARRANTEE REPLACEMENT, REPAIR ACTIVITY EXCLUDING SHORT SUPPLY SHALL BE TO VENDOR'S ACCOUNT ONLY. THE VENDOR HAS TO RAISE A CREDIT NOTE FOR SHORT SUPPLIED QUANTITY AS PER GST PROVISIONS.
- E WAY BILL: THE SUPPLIER HAS TO ARRANGE FOR E WAY BILL AS APPLICABLE FOR ANY MOVEMENT OF GOODS ALONG WITH OTHER PRESCRIBED DOCUMENTS AS PER GST
 LAW. THE SUPPLIER HAS ALSO TO COMPLY WITH ANY AMENDMENT AS PRESCRIBED FROM TIME TO TIME UNDER E WAY BILL RULE. ANY FINANCIAL IMPLICATION ARISES ON
 BHEL DUE TO NONCOMPLIANCE OF E WAY BILL RULE WILL BE PASSED ON TO THE SUPPLIER.
- THE BIDDER DECLARES THAT THEY WILL NOT ENTER INTO ANY ILLEGAL OR UNDICLOSED 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 COMPETITIVENES OR TO INTRODUE 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.
- THE BIDDER SHALL REGISTER THEMSELVES ON GEM PORTAL AND SHALL QUOTE THEIR GEM SELLER ID IN THEIR OFFER. GEM SELLER ID IS MANDATORY FOR PLACEMENT OF PURCHASE ORDER EXCEPT IN CASES WHERE FREE ISSUE MATERIAL IS TO BE ISSUED BY BHEL.

REJECTION/REPLACEMENT:

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THE SELLER SHALL ARRANGE REPLACEMENT / REPAIR UNDER ITS OBLIGATION UNDER THE CONTRACT. SELLER SHALL BE GIVEN GROUND RENT FREE PERIOD OF 90 DAYS FROM THE DATE OF REJECTION TO LIFT REJECTED MATERIAL. BEYOND 90 DAYS, A GROUND RENT OF 0.25% OF VALUE OF REJECTED MATERIAL PER WEEK WILL BE LEVIED FOR A MAXIMUM PERIOD OF 4 WEEKS. BEYOND THIS PERIOD SUPPLIER FORFEITS THEIR RIGHT TO THE MATERIALS.

CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:

A BIDDER SHALL NOT HAVE CONFLICT OF INTEREST WITH OTHER BIDDERS. SUCH CONFLICT OF INTEREST CAN LEAD TO ANTI-COMPETITIVE PRACTICES TO THE DETRIMENT OF PROCURING ENTITY'S INTERESTS. THE BIDDER FOUND TO HAVE A CONFLICT OF INTEREST SHALL BE DISQUALIFIED. A BIDDER MAY BE CONSIDERED TO HAVE A CONFLICT OF INTEREST WITH ONE OR MORE PARTIES IN THIS BIDDING PROCESS, IF

- a) THEY HAVE CONTROLLING PARTNER (S) IN COMMON; OR
- b) THEY RECEIVE OR HAVE RECEIVED ANY DIRECT OR INDIRECT SUBSIDY FINANCIAL STAKE FROM ANY OF THEM; OR
- c) THEY HAVE THE SAME LEGAL REPRESENTATIVE/AGENT FOR PURPOSES OF THIS BID; OR
- d) THEY HAVE RELATIONSHIP WITH EACH OTHER, DIRECTLY OR THROUGH COMMON THIRD PARTIES, THAT PUTS THEM IN A POSITION TO HAVE ACCESS TO INFORMATION ABOUT OR INFLUENCE ON THE BID OF ANOTHER BIDDER; OR
- e) BIDDER PARTICIPATES IN MORE THAN ONE BID IN THIS BIDDING PROCESS. PARTICIPATION BY A BIDDER IN MORE THAN ONE BID WILL RESULT IN THE DISQUALIFICATION OF ALL BIDS IN WHICH THE PARTIES ARE INVOLVED. HOWEVER, THIS DOES NOT LIMIT THE INCLUSION OF THE COMPONENTS/SUB-ASSEMBLY ASSEMBLIES FROM ONE BIDDING MANUFACTURER IN MORE THAN ONE BID; OR

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f) IN CASES OF AGENTS QUOTING IN OFFSHORE PROCUREMENTS, ON BEHALF OF THEIR PRINCIPAL MANUFACTURERS, ONE AGENT CANNOT REPRESENT TWO MANUFACTURERS OR QUOTE ON THEIR BEHALF IN A PARTICULAR TENDER ENQUIRY, ONE MANUFACTURER CAN ALSO AUTHORISE ONLY ONE AGENT/DEALER, THERE CAN BE ONLY ONE BID FROM THE FOLLOWING: 1. THE PRINCIPAL MANUFACTURER DIRECTLY OR THROUGH ONE INDIAN AGENT ON HIS BEHALF; AND 2. INDIAN/FOREIGN AGENT ON BEHALF OF ONLY ONE PRINCIPAL: OR g) A BIDDER OR ANY OF ITS AFFILIATES PARTICIPATED AS A CONSULTANT IN THE PREPARATION OF THE DESIGN OR TECHNICAL SPECIFICATIONS OF THE CONTRACT THAT IS THE SUBJECT OF THE BID: OR H) IN CASE OF A HOLDING COMPANY HAVING MORE THAN ONE INDEPENDENTLY MANUFACTURING UNITS, OR MORE THAN ONE UNIT HAVING COMMON BUSINESS OWNERSHIP/MANAGEMENT, ONLY ONE UNIT SHOULD QUOTE. SIMILAR RESTRICTIONS WOULD APPLY TO CLOSELY RELATED SISTER COMPANIES. BIDDERS MUST PROACTIVELY DECLARE SUCH SISTER/ COMMON BUSINESS/ MANAGEMENT UNITS IN SAME/ SIMILAR LINE OF BUSINESS. VENDOR MUST VISIT OUR WEBSITE https://herp.bhel.com REGULARILY FOR ENQUIRY/PO/CLARIFICATIONS/FOR ANY LATEST UPDATES 54 MSME VENDORS CAN AVAIL BENEFITS OF PAYMENT THROUGH TREDS/RXIL. 55 THE OFFERS OF THE BIDDERS WHO ARE UNDER SUSPENSION AS ALSO THE OFFERS OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE FIRMS DEBARRED ACROSS BHEL, SHALL BE REJECTED. THE LIST OF FIRMS DEBARRED ACROSS BHEL IS AVAILABLE ON BHEL WEBSITE WWW.BHEL.COM. 1.0 INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF: 1.1. COMMITMENT BY BHEL: BHEL COMMITS TO TAKE ALL MEASURES NECESSARY TO PREVENT CORRUPTION IN CONNECTION WITH THE TENDER PROCESS AND EXECUTION OF THE CONTRACT. BHEL WILL DURING THE TENDER PROCESS TREAT ALL BIDDER(S) IN A TRANSPARENT AND FAIR MANNER, AND WITH EQUITY. 1.2. COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: 1.2.1. THE BIDDER/ SUPPLIER/ CONTRACTOR COMMIT TO TAKE ALL MEASURES TO PREVENT CORRUPTION AND WILL NOT DIRECTLY OR INDIRECTLY INFLUENCE ANY DECISION OR BENEFIT WHICH HE IS NOT LEGALLY ENTITLED TO NOR WILL ACT OR OMIT IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE 1860 OR ANY OTHER LAW IN FORCE IN INDIA 56 1.2.2. THE BIDDER/ SUPPLIER/ CONTRACTOR WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, AND IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT AND SHALL ADHERE TO RELEVANT GUIDELINES ISSUED FROM TIME TO TIME BY GOVT. OF INDIA/ BHEL. 1.2.3. THE BIDDER/SUPPLIER/CONTRACTOR WILL PERFORM/EXECUTE THE CONTRACT AS PER THE CONTRACT TERMS & CONDITIONS AND WILL NOT DEFAULT WITHOUT ANY REASONABLE CAUSE. WHICH CAUSES LOSS OF BUSINESS/ MONEY/ REPUTATION. TO BHEL. IF ANY BIDDER/ SUPPLIER/ CONTRACTOR DURING PRE-TENDERING/ TENDERING/ POST TENDERING/ AWARD/ EXECUTION/ POST-EXECUTION STAGE INDULGES IN MALPRACTICES, CHEATING, BRIBERY, FRAUD OR AND OTHER MISCONDUCT OR FORMATION OF CARTEL SO AS TO INFLUENCE THE BIDDING PROCESS OR INFLUENCE THE PRICE OR ACTS OR OMITS IN ANY MANNER WHICH TANTAMOUNT TO AN OFFENCE PUNISHABLE UNDER ANY PROVISION OF THE INDIAN PENAL CODE, 1860 OR ANY OTHER LAW IN FORCE IN INDIA, THEN, ACTION MAY BE TAKEN AGAINST SUCH BIDDER/ SUPPLIER/ CONTRACTOR AS PER EXTANT GUIDELINES OF THE COMPANY AVAILABLE ON WWW. BHEL.COM AND/OR UNDER APPLICABLE LEGAL PROVISIONS". BID SECURITY OR EARNEST MONEY DEPOSIT (EMD): TO SAFE GUARD AGAINST A BIDDER'S WITHDRAWING OR ALTERING ITS/ HIS BID DURING THE BID VALIDITY PERIOD, BID SECURITY [ALSO KNOWN AS EARNEST MONEY DEPOSIT (EMD)] SHALL BE OBTAINED FROM THE BIDDERS ALONG WITH THEIR BIDS (EXCEPT MICRO AND SMALL ENTERPRISES (MSES) OR STARTUPS AS RECOGNIZED BY DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE (DPIIT)). THE AMOUNT OF EMD SHALL BE AS MENTIONED IN ENQUIRY. 1. MODES OF DEPOSIT A) THE EMD MAY BE ACCEPTED ONLY IN THE FOLLOWING FORMS AND THE SAME MUST BE SUBMITTED BEFORE TENDER OPENING: (I) ELECTRONIC FUND TRANSFER CREDITED IN BHEL ACCOUNT. (II) BANKER'S CHEQUE/ PAY ORDER/ DEMAND DRAFT. IN FAVOUR OF BHEL. (III) FIXED DEPOSIT RECEIPT (FDR).(IN THE NAME OF "BIDDER'S NAME A/C BHEL") (IV) BANK GUARANTEE FROM ANY OF THE SCHEDULED BANKS. (V) INSURANCE SURETY BONDS. B) IN CASE THE EMD IS MORE THAN RUPEES TWO LAKH AND IN CASE OF FOREIGN BIDDERS, IT MAY BE IN THE FORM OF A BANK GUARANTEE (IN EQUIVALENT FOREIGN EXCHANGE AMOUNT, IN CASE OF FOREIGN BIDDERS) ISSUED/ CONFIRMED FROM ANY OF THE SCHEDULED COMMERCIAL BANK IN INDIA IN AN ACCEPTABLE FORM. THE EMD 57 SHALL REMAIN VALID FOR A PERIOD OF 45 (FORTY-FIVE) DAYS BEYOND THE FINAL BID VALIDITY PERIOD. I) A BIDDER'S EMD WILL BE FORFEITED IF THE BIDDER WITHDRAWS OR AMENDS ITS/HIS TENDER OR IMPAIRS OR DEROGATES FROM THE TENDER IN ANY RESPECT WITHIN THE PERIOD OF VALIDITY OF THE TENDER OR IF THE SUCCESSFUL BIDDER FAILS TO FURNISH THE REQUIRED PERFORMANCE SECURITY WITHIN THE SPECIFIED PERIOD MENTIONED IN THE TENDER. (II) EMD BY THE TENDERER SHALL BE WITHHELD IN CASE ANY ACTION ON THE BIDDER IS ENVISAGED UNDER THE PROVISIONS OF EXTANT "GUIDELINES ON SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS" AND FORFEITED/ RELEASED BASED ON THE ACTION AS DETERMINED UNDER THESE GUIDELINES. (I) BID SECURITIES OF THE UNSUCCESSEUL BIDDERS SHALL BE RETURNED TO RIDDER AT THE FARLIEST AFTER EXPIRY OF THE FINAL BID VALIDITY PERIOD AND LATEST BY THE 30TH DAY AFTER THE AWARD OF THE CONTRACT, HOWEVER, IN CASE OF TWO PACKET OR TWO STAGE BIDDING, BID SECURITIES OF UNSUCCESSFUL BIDDERS DURING FIRST STAGE LE, TECHNICAL EVALUATION ETC. SHALL BE RETURNED WITHIN 30 DAYS OF DECLARATION OF RESULT OF FIRST STAGE LE, TECHNICAL EVALUATION ETC. (II) BID SECURITY SHALL BE REFUNDED TO THE SUCCESSFUL BIDDER ON CONCLUSION OF THE ORDER/ RECEIPT OF A PERFORMANCE SECURITY (IF CALLED IN THE TENDER). (III) EMD SHALL NOT CARRY ANY INTEREST. PERFORMANCE SECURITY (PS): TO ENSURE DUE PERFORMANCE OF THE CONTRACT, PERFORMANCE BANK GUARANTEE (PBG) OR SECURITY DEPOSIT (SD), HEREAFTER REFERRED AS PERFORMANCE SECURITY SHALL BE OBTAINED FROM THE SUCCESSFUL BIDDER AWARDED THE CONTRACT. THE PERFORMANCE SECURITY OF REQUIRED AMOUT IS TO BE SUBMITTED BY THE DATE SPECIFIED IN THE PO/CONTRACT. 1. MODES OF DEPOSIT: A) PERFORMANCE SECURITY MAY BE FURNISHED IN THE FOLLOWING FORMS: (I) LOCAL CHEQUES OF SCHEDULED BANKS (SUBJECT TO REALIZATION)/ PAY ORDER/ DEMAND DRAFT/ ELECTRONIC FUND TRANSFER IN FAVOUR OF BHEL. (II) BANK GUARANTEE FROM SCHEDULED BANKS / PUBLIC FINANCIAL INSTITUTIONS AS DEFINED IN THE COMPANIES ACT. THE BANK GUARANTEE FORMAT SHOULD HAVE THE (III) FIXED DEPOSIT RECEIPT ISSUED BY SCHEDULED BANKS / PUBLIC FINANCIAL INSTITUTIONS AS DEFINED IN THE COMPANIES ACT (FDR SHOULD BE IN THE NAME OF THE CONTRACTOR, A/C BHEL). (IV) SECURITIES AVAILABLE FROM INDIAN POST OFFICES SUCH AS NATIONAL SAVINGS CERTIFICATES, KISAN VIKAS PATRAS ETC. (HELD IN THE NAME OF CONTRACTOR FURNISHING THE SECURITY AND DULY ENDORSED/ HYPOTHECATED/ PLEDGED, AS APPLICABLE, IN FAVOUR OF BHEL). (V) INSURANCE SURETY BOND. (NOTE: BHEL WILL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR THE COLLECTION OF INTEREST OR RENEWAL OF THE DOCUMENTS OR IN ANY OTHER MATTER CONNECTED THEREWITH) B) IN CASE OF GTE TENDERS, THE PERFORMANCE SECURITY SHALL BE IN THE SAME CURRENCY AS THE CONTRACT AND MUST CONFORM TO UNIFORM RULES FOR DEMAND GUARANTEES (URDG 758) - AN INTERNATIONAL CONVENTION REGULATING INTERNATIONAL SECURITIES. (C) PERFORMANCE SECURITY IS TO BE FURNISHED WITHIN A SPECIFIED DATE (GENERALLY 14(FOURTEEN) DAYS AFTER NOTIFICATION OF THE AWARD) AND IT SHOULD REMAIN VALID FOR A PERIOD OF 60 (SIXTY) DAYS BEYOND THE DATE OF COMPLETION OF ALL CONTRACTUAL OBLIGATIONS OF THE SUPPLIER, INCLUDING WARRANTY OBLIGATIONS. 2. FORFEITURE OF PERFORMANCE SECURITY: THE PERFORMANCE SECURITY WILL BE FORFEITED AND CREDITED TO BHEL'S ACCOUNT IN THE EVENT OF A BREACH OF

3. RETURN OF PERFORMANCE SECURITY (PS): PS SHALL BE REFUNDED TO THE BIDDER WITHOUT INTEREST, AFTER HE DULY PERFORMS AND COMPLETES THE CONTRACT IN

ALL RESPECTS BUT NOT LATER THAN 60(SIXTY) DAYS OF COMPLETION OF ALL SUCH OBLIGATIONS INCLUDING THE WARRANTY UNDER THE CONTRACT.

Amendment- 25

ANNEXURE-A

	4. THE PERFORMANCE SECURITY SHALL NOT CARRY ANY INTEREST.	
59	BREACH OF CONTRACT, REMEDIES AND TERMINATION: IN CASE OF BREACH OF CONTRACT, WHEREVER THE VALUE OF SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT IS ATLEAST 10% OF THE CONTRACT VALUE, THE SAME BE ENCASHED. IN CASE THE VALUE OF THE SECURITY INSTRUMENTS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE BALANCE AMOUNT BE RECOVERED FROM OTHER FINANCIAL REMEDIES (I.E. AVAILABLE BILLS OF THE CONTRACTOR, RETENTION AMOUNT, ETC. WITH BHEL) OR LEGAL REMEDIES BE PURSUED. FURTHER, LEVY OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATION, DE-SCOPING, SHORT-CLOSURE, ETC., SHALL BE APPLIED AS PER PROVISIONS OF THE CONTRACT.	

NOTE:

1. PLEASE FILL IN THIS FORMAT AND SEND COMPULSORILY ALONG WITH QUOTATION WITH VENDOR'S SEAL, SIGNATURE AND DATE.

SIGNATURE ALONG WITH SEAL AND DATE:

Enq.No. Vendor Name Quotation No. Quotation Date

TECHNICAL CONDITION

SI.No.	No. Description		Comment
1	Technical condition as per NIT		
2	Acceptance of items and their quantity as per NIT		
3	Quoted for all the items of NIT		
4	4 Delivery Period as per NIT		
5	Submission of Guarantee/Warranty certificate as per NIT		
6	Submission of Test Certificate as per NIT		
7	Submission of Inspection Certificate as per NIT		
8	Acceptance of packing instruction/condition as per NIT		

COMMERCIAL CONDITION

SI.No.	Description	Vendor Response	Comment
1	Delivery Term		
	(Insurance will be in vendor scope if delivery term is accepted as BHEL Store)		
2	MSE Status		
3	Payment Term		
4	Validity of offer as per NIT		
5	GST Type		
6	LD Clause as per GTC		
7	Risk purchase as per NIT		
8	Firm Price: The quoted/finalized rates shall be firm till execution of supplies.		
	Offer with PVC (Price Variation Clause) will not be considered.		
9	Submission of Bank Guarantee		
10	Acceptance of Reverse Auction clause of NIT		
11	I have read & understood all terms and conditions of GTC and hereby give my acceptance on the same		

NOTE Vendors have to write in "Comment" box only if their response is not available in drop down menu.

On Bidder's office letter pad

Make in India (Model Certificate) Annexure-I

Self-Declaration

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018, 29.05-2019 and 04.06.2020

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (......%) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

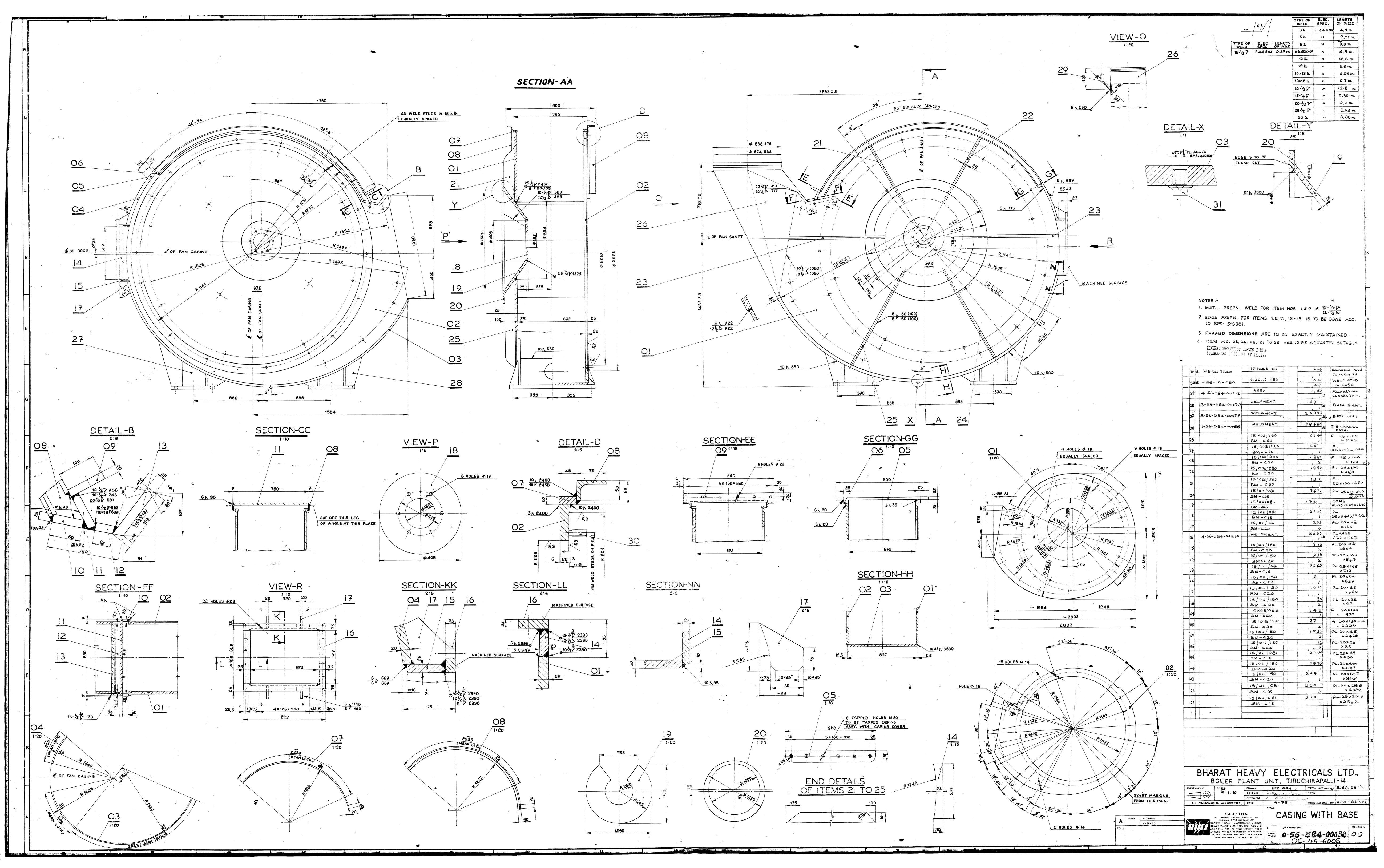
Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

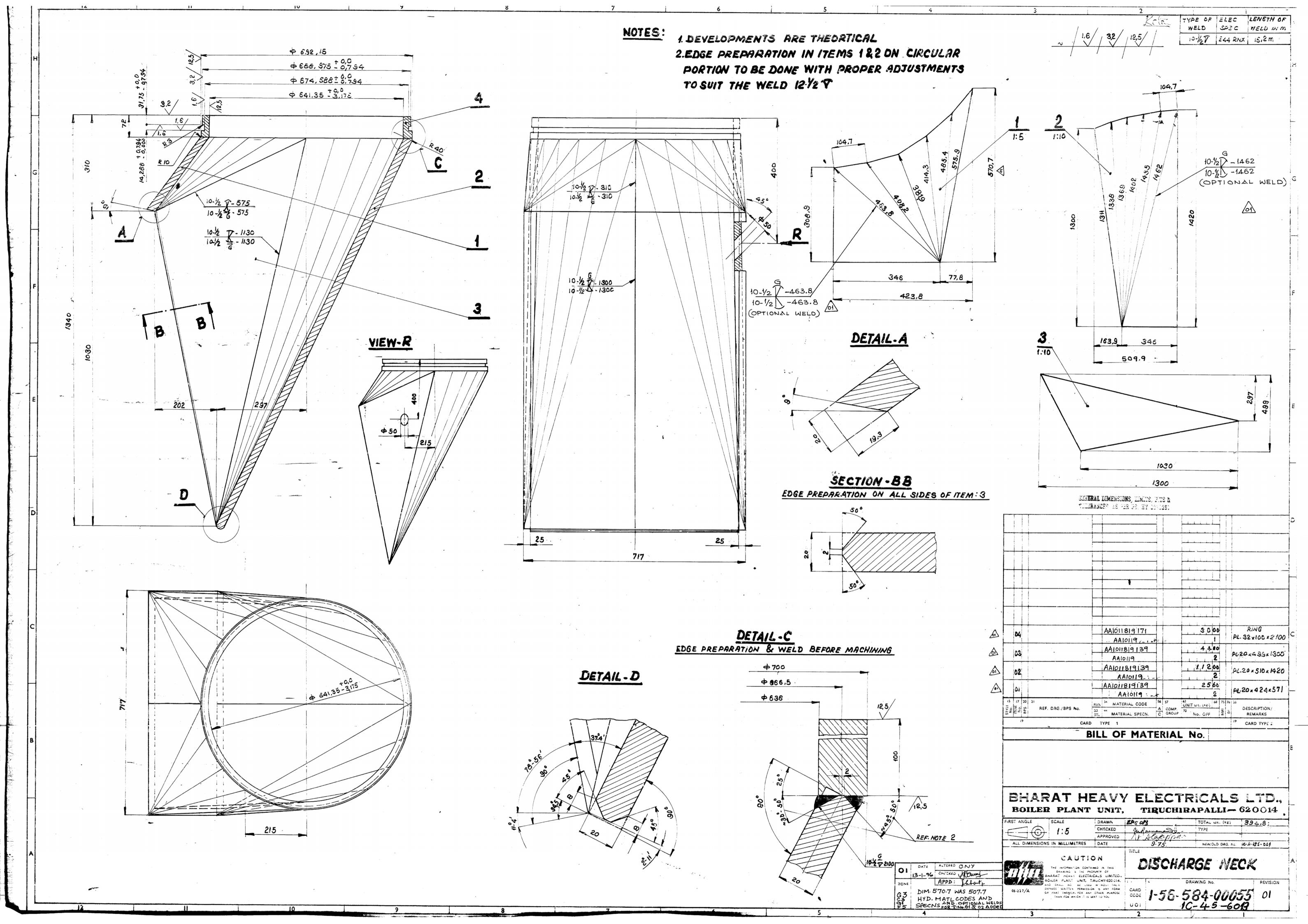
We also understand that the false declarations will be considered as breach of Integrity and liable for action.

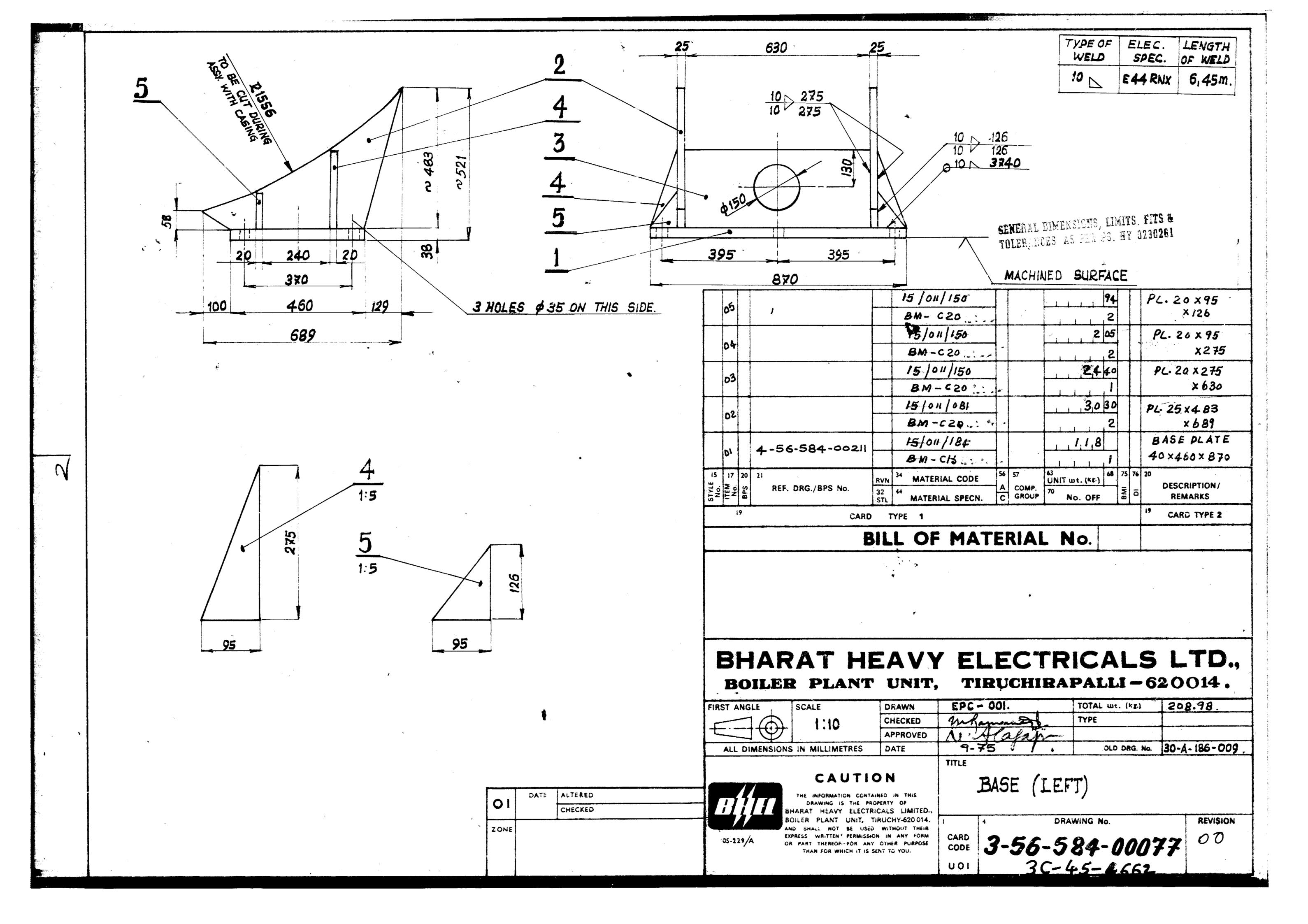
For Company Name:	
Seal:	
Signature:	

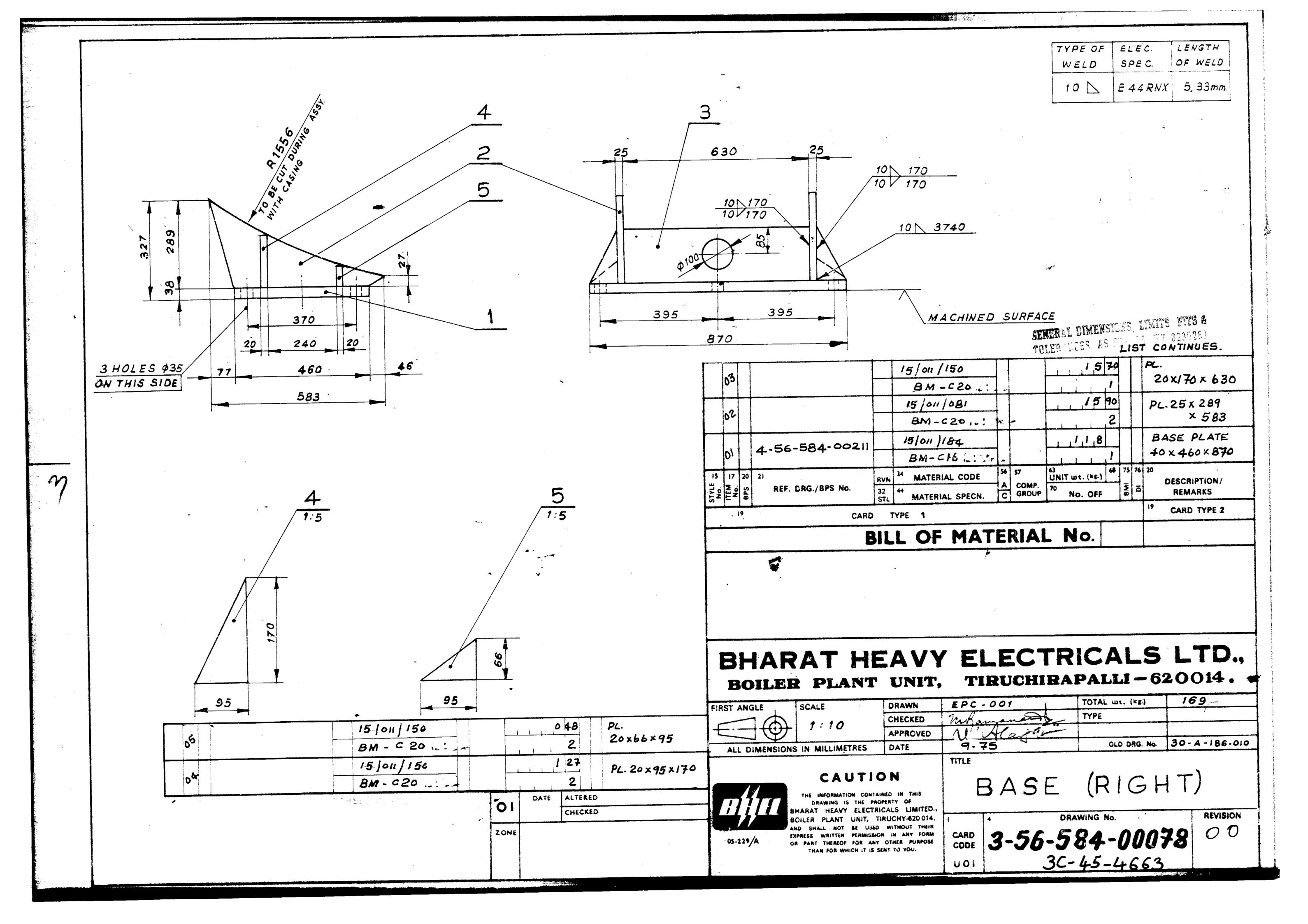
Date: Place:

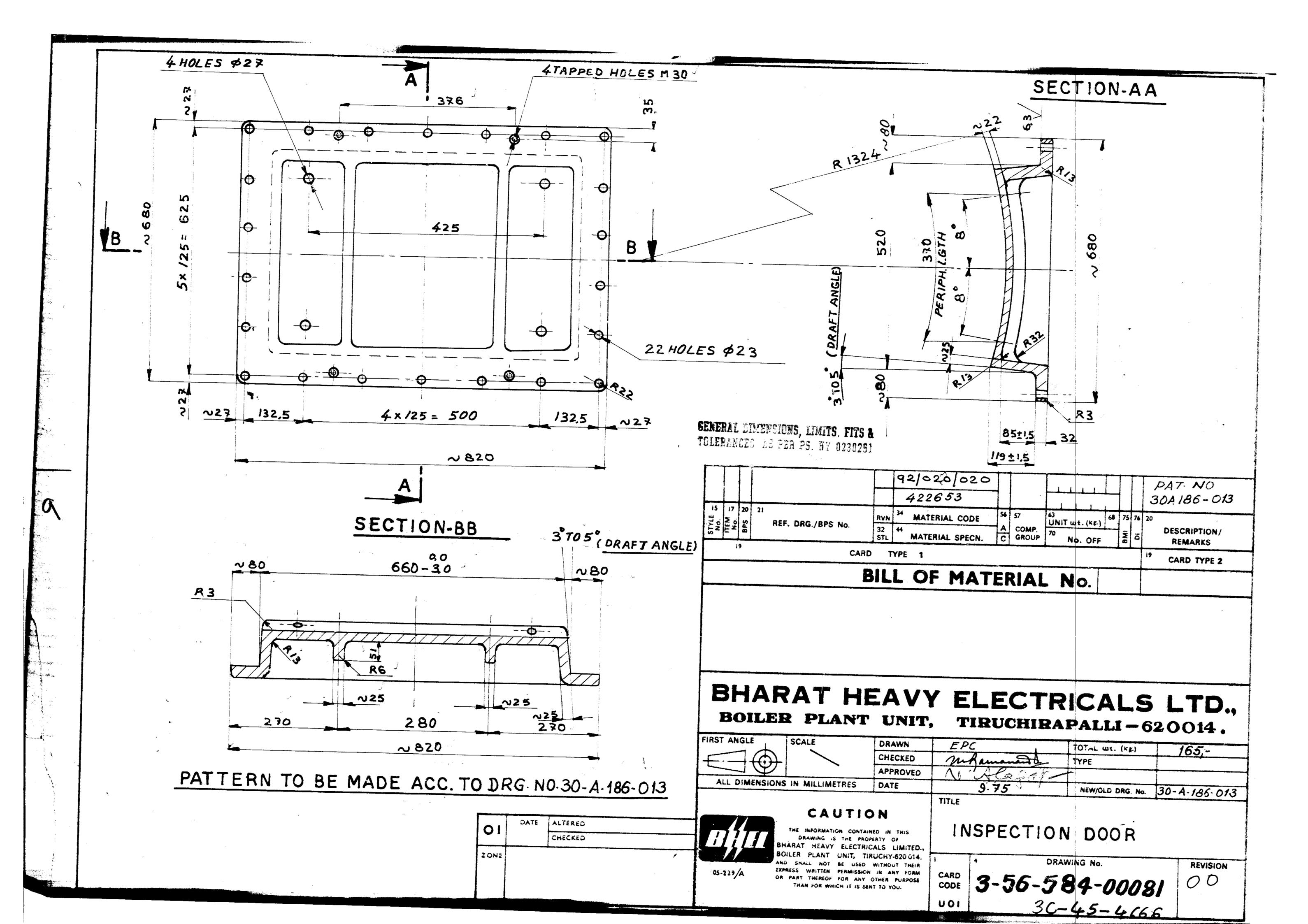
(Please fill all Yellow color field)

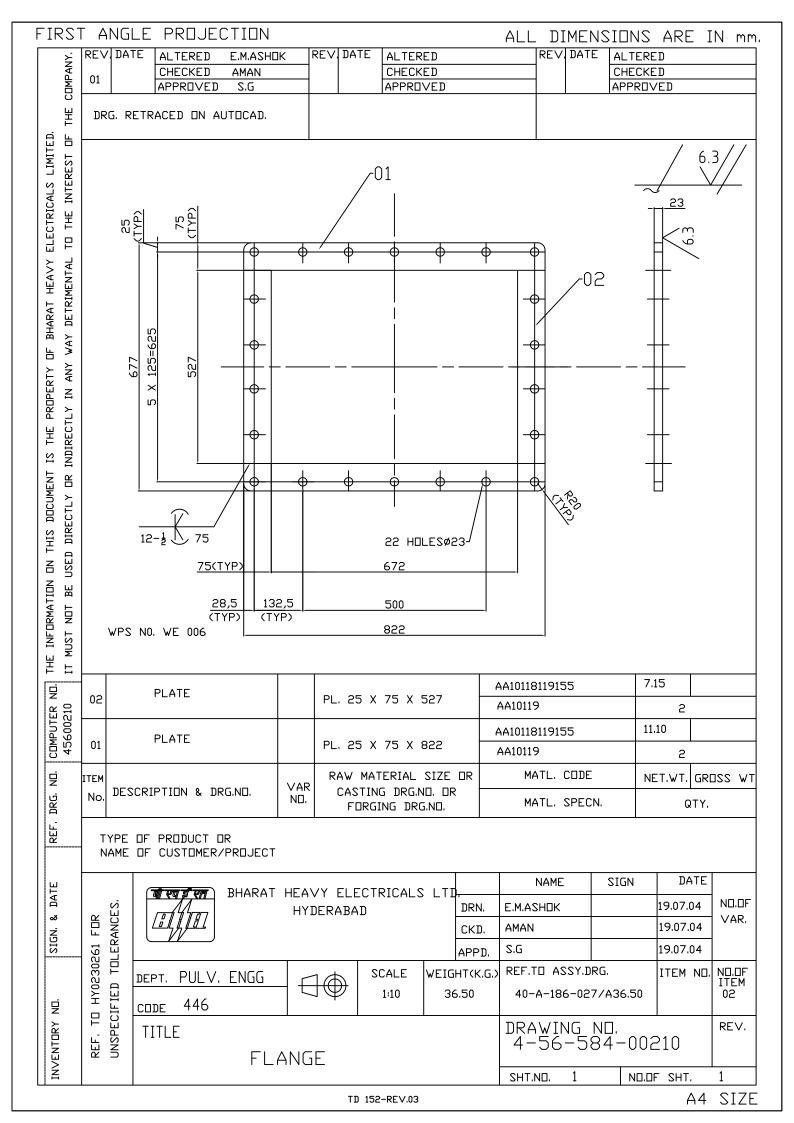


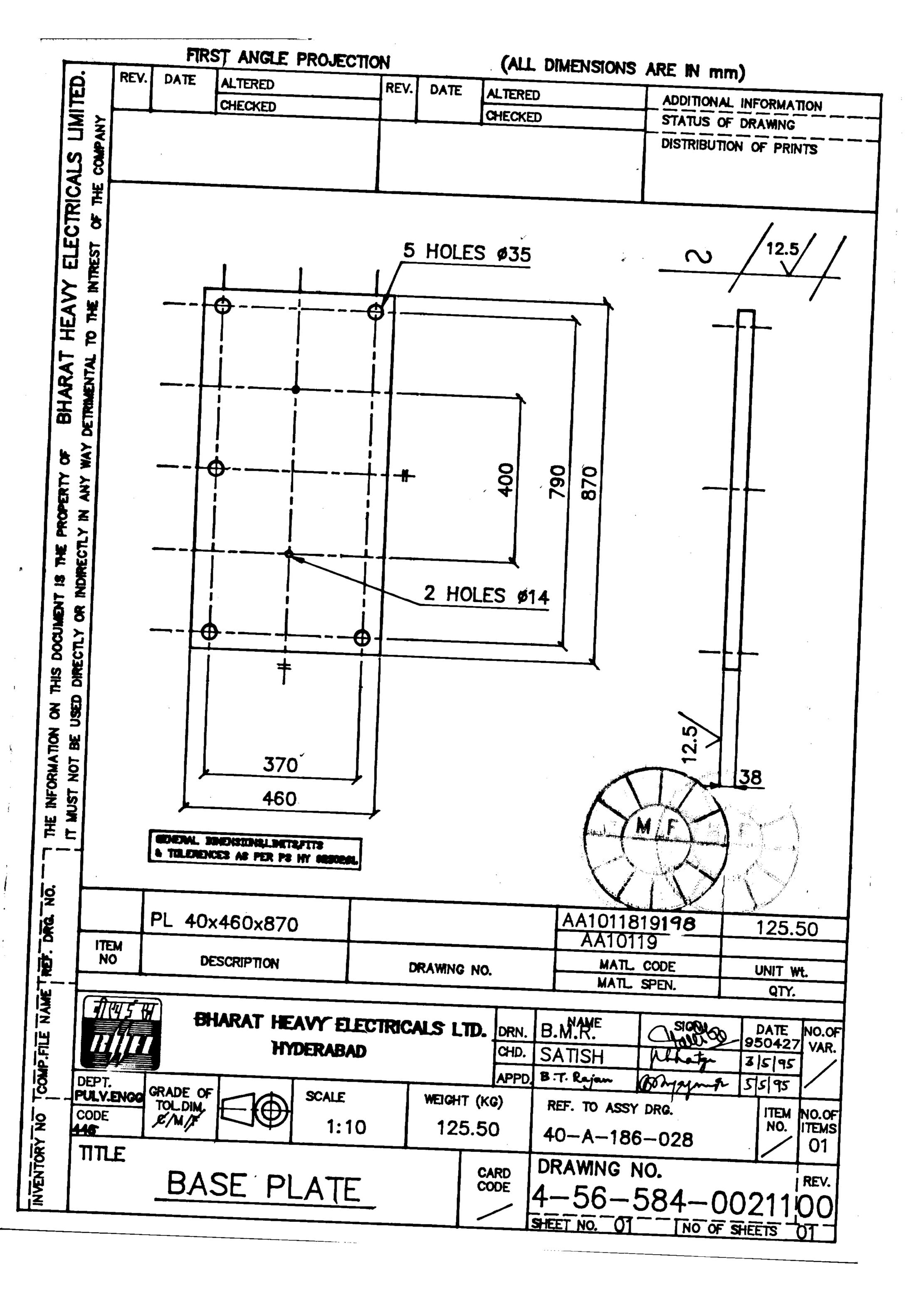




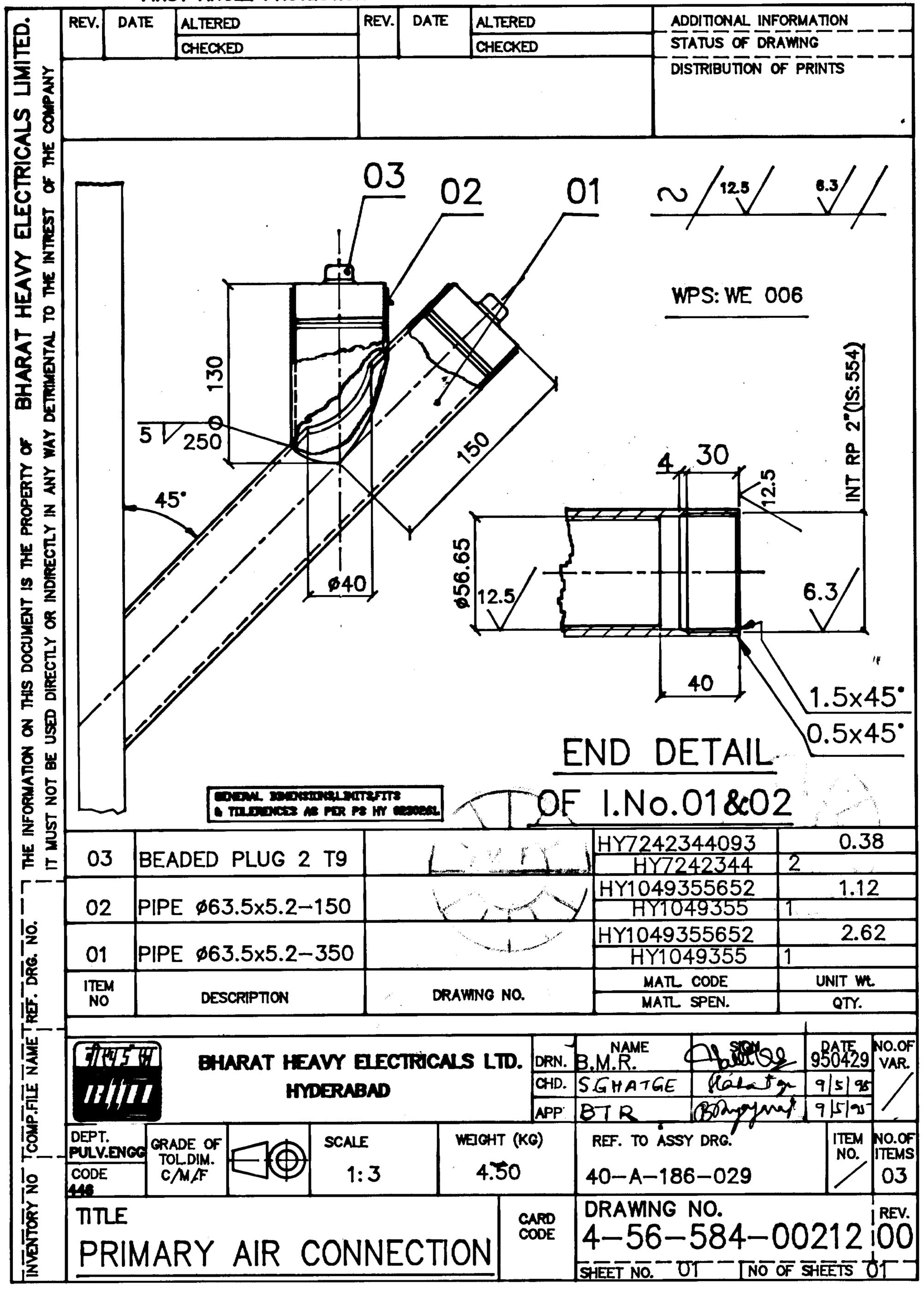








(ALL DIMENSIONS ARE IN mm)





CORPORATE PURCHASING SPECIFICATION

AA10119 Rev No. 15

PAGE 1 of 2

STRUCTURAL STEEL - WELDABLE QUALITY (PLATES, SECTIONS, STRIPS, FLATS AND BARS)

ORDERING DESCRIPTION

1.0 GENERAL:

The material shall conform to IS 2062 – 2011, E250-Gr.BR (with mandatory Impact Test) or DIN EN 10025-2:2005, Gr. S275JR and comply with following additional requirements.

2.0 APPLICATION:

For general engineering purposes, suitable for welding.

3.0 CONDITION OF DELIVERY:

- 3.1 Bars & Sections shall be supplied in Hot rolled in straight lengths without twists and bends.
- 3.2 The material shall be supplied as per IS: 2062 2011, E250 Gr.BR (with mandatory Impact Test) or as per DIN EN 10025-2:2005 Gr. 275JR.
- 3.3 Any other additional requirement as per BHEL Purchase order.

4.0 DIMENSIONS AND TOLERANCES:

4.1 Sizes:

Material shall be supplied to the dimensions specified in BHEL Order.

4.2 Tolerances:

The tolerances on hot rolled material shall comply with IS: 1852 or any other equivalent national standard.

4.3 Straightness for hot rolled bars:

Unless otherwise specified, the permissible deviation in straightness shall not exceed 5 mm in any 1000 mm length.

5.0 TEST SAMPLES:

The selection of test pieces for all tests like Chemical, Mechanical etc. shall be as per IS: 2062, E250-Gr.BR or DIN EN 10025-2, Gr. S275JR.

	Revisions: Clause No. 1, 3, 5		er MOM of 38th	INTERPLANT MAT		
'	MRC meeting), Cl Rev No.15	Amd No.	Reaffirmed	Prepared	COMMITTEE – MRC(S&GPS) Prepared Issued Dt. of 1st Issue	
j	Dt:11-03-2014	Dt:	Year:	HPEP, Hyderabad	Corp.R&D	June, 1976

AA10119

Rev No. 15

PAGE 2 of 2

CORPORATE PURCHASING SPECIFICATION



6.0 ULTRASONIC EXAMINATION:

Plates shall be ultrasonically examined in accordance with BHEL standard AA0850120 (or ASTM-A435) as detailed below and shall comply with the acceptance standards specified therein.

6.1 For plates above 40 mm thick:

Shall be ultrasonically examined unless when otherwise specified in order.

7.0 TEST CERTIFICATES:

Unless otherwise specified, three copies of test certificates shall be supplied.

In addition, the supplier shall ensure to enclose one copy of the test certificate along with their dispatch documents to facilitate quick clearance of the material.

The test certificate shall bear the following information:

AA10119 - Rev.No.15/ IS: 2062-Gr: BR (with mandatory Impact test) or DIN EN 10025-2, Gr. S275JR,

BHEL order No.

Melt No, Size & Quantity, Batch No with heat treatment details, Results of Chemical analysis,

Mechanical tests & NDT, Supplier's name, Identification No, TC No, Signature of Competent Authority, etc.

8.0 PACKING AND MARKING:

Plates shall be transported suitably to avoid damage during transit.

Each plate shall be marked with Melt No. Material grade and specification, BHEL Order No, Supplier's Name Identification No, Size & weight, on any one corner and encircled with paint preferably of white colour.

9.0 REJECTION AND REPLACEMENT

If the material does not comply with the requirements of this specification during receipt inspection at BHEL or if any defect is found during further processing of material, BHEL reserves the right to reject the whole consignment and the supplier shall replace the material free of cost. The rejected material shall be taken back by the supplier after fulfilling the commercial terms and conditions.

10.0 REFERRED STANDARDS (Latest publications including amendments):

1) IS: 1852

2) ASTM - A435

3) AA0850120



CORPORATE STANDARD

AA 724 23 44

Rev. No. 02

PAGE 1 OF 2

BEADED PLUGS – T9, CAST IRON

1.0 SCOPE:

- 1.1 This standard gives information as to the designation, material, sizes, dimensions and information required for ordering purpose for Beaded plugs T9.
- 1.2 These plugs shall be suitable for working pressure up to 1.4 MPa in the case of water and upto 0.7MPa in the case of steam, air, gas and oil, at a temperature not exceeding 100°C.

2.0 DESIGNATION:

- 2.1 A Beaded plugs T9 of Nominal Size 1" shall be designated as:
- 2.1.1 On drawings:
 - (a) Material specification column: AA 724 23 44
 - (b) Description column: BEADED PLUG 1" T9-CI.
- 2.1.2 For placing indents on purchase: Beaded plugs 1", T9; AA 724 23 44
- 2.1.3 **For issuing enquiries and on purchase orders**: While issuing enquires and purchase orders delete BHEL standard number from the clause 2.1.2 and add the information given under clause 3.0.

3.0 COMPLIANCE WITH NATIONAL STANDARDS:

- 3.1 Dimensions, Tolerances & General requirements: As per IS: 1879 1987, Table 9.1
- 3.2 **Material**: Cast Iron Gr.: WM 350 of IS:14329-95.
- 3.3 **Threads:** Taper in accordance with IS: 554-99 and shall be clean and well cut.
- 3.4 **Finish**: Galvanised. The zinc coating shall be 610g/m² in accordance with IS:4759-96. After Galvanising, thread tolerance shall confirm to clause 3.3.

4.0 NOTE:

- **4.1** For dimensions of screwed ends of fittings refer BHEL standard AA0231813
- 4.2 For dimensions of pipe threads of fittings refer BHEL standard AA 0231815.
- 4.3 Weights given in this standard are for general reference only and are not meant for commercial transactions.

5.0 REFERRED STANDARDS (Latest publications including amendments):

1) IS:554 2) IS:1879 3) IS:4759 4) IS: 14329 5) AA 0231813 6) AA 0231815

Revisions:			APPROVED: INTERPLANT		
Cl. 19.8.19 of MOM of WG-SMC+RP			STANDARDIZ		TTEE-(SMC+RP)
Rev. No. 02	Amd.No.	Reaffirmed	Prepared	Issued	Dt. of 1st. Issue
Dt:15.12.2003	Dt:	Year:	HARDWAR	Corp. R&D	FEB, 1978

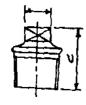
AA 724 23 44

Rev. No. 02

CORPORATE STANDARD

चीएच इंपल सिद्धारम

PAGE 2 OF 2



BEADED PLUG - T9

NOTE:

- 1. Sizes used by individual plants are covered in Annexure alongwith complete code nos.
- 2. All plugs shall be supplied in solid type only.

ALL DIMENSIONS ARE IN mm UNLESS OTHERWISE STATED CORPORATE RATIONALIZED SIZES AND CODES

SIZE DESIGNATION (INCHES)	DIMENSIONS MINIMUM (C)	SUB-CODE	Weight per 100 Nos. (kg)		
1/8	20	018	1.2		
1/4	-22	026	2.0		
3/8	24	034	2.6		
<u>i.</u>	26	042	3.8		
3/4	32	050	7.2		
1	36	069			
1, 1/4	39	077	17.0		
1 ½	41	085	21.2		
2	48	093	34.3		
2 ½	54	107	57.6		
3	6υ	115	77.6		
3 1/2	67	123	100.0		
4	70	131	124.0		

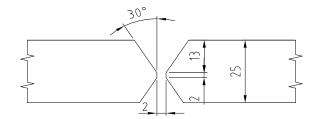


BHEL HERP VARANASI

PROCEDURE QUALIFICATION RECORD PQR NO. 003 dtd. 12.08.2006

Welding process : SMAW
Type : Manual
WPS no. : 003

JOIN DETAILS(QW402)



BASE METAL (QW-403)

Material specification : AA19511 Thickness of test coupon : 25 mm

Diameter of Test coupon : Not applicable

FILLER METAL (QW-404)

Size of Filler metal : 2.5/3.15/4.00mm

SFA specification : 5.1
AWS specification : E-7018
Filler Metal F No. : 4
Weld Metal Analysis (A No.) 1

POSITION (QW-405)

Position of groove : 3G Welding Progression : UP-Hill

PREHEAT (QW-406)

Preheat temp. : 100°C Interpass temperature : Nil

POST WELD HEAT TREATMENT (QW-407) - Not applicable

GAS (QW-408) – Not applicable

ELECTRICAL CHARACTERISTICS (QW-409)

Current : DC
Polarity : Reverse
Amperage : 80-160
Volts : 18-20

Run No. Size of		Polarity	Ampere	Volt	
	Electrode				
Root Run	2.5 mm	DCEP	80	18	
I layer	3.15 mm	DCEP	110	18	
II Layer	3.15 mm	DCEP	110	18	
III Layer	3.15 mm	DCEP	150	20	
Final Layer	4 mm	DCEP	160	20	



BHEL HERP VARANASI

PROCEDURE QUALIFICATION RECORD PQR NO. 003 dtd. 12.08.2006

AFTER BACK GOUGING & GRINDING								
Run No.	Size of	Size of Polarity Ampere Volt						
	Electrode							
I layer	3.15 mm	DCEP	110	20				
II Layer	3.15 mm	DCEP	110	20				
III Layer	4.00 mm	DCEP	150	20				
IV Layer	4.00 mm	DCEP	150	20				

TECHNIQUE (QW-410)

Stringer or Weave Bead : Stringer
Oscillation : Nil

Multi pass or Single Pass : Multi Pass Speed : 60 mm/Min.

TENS	TENSILE TEST (QW-150)								
Spec.	Width	Thickness	Area	Ultimate total	Ultimate	Failure			
no.	(mm) (mm) (mm2) load (KN.)				unit stress characteristics				
					MPa				
T1	25.02	19.32	483.39	247.2	511.39	Parent Metal			
T2	25.08	19.44	487.56	250.4	513.58	Parent Metal			

GUIDED BEND TEST (QW-160)

SB1 : Satisfactory
SB2 : Satisfactory
TOUGHNESS TEST TEST (QW-170) : Not applicable
FILLET WELD TEST(QW-180) : Not applicable

OTHER TESTS

Visual examination : No defect observed

DP test : Acceptable
Welder's name : M.D. Aurangzeb

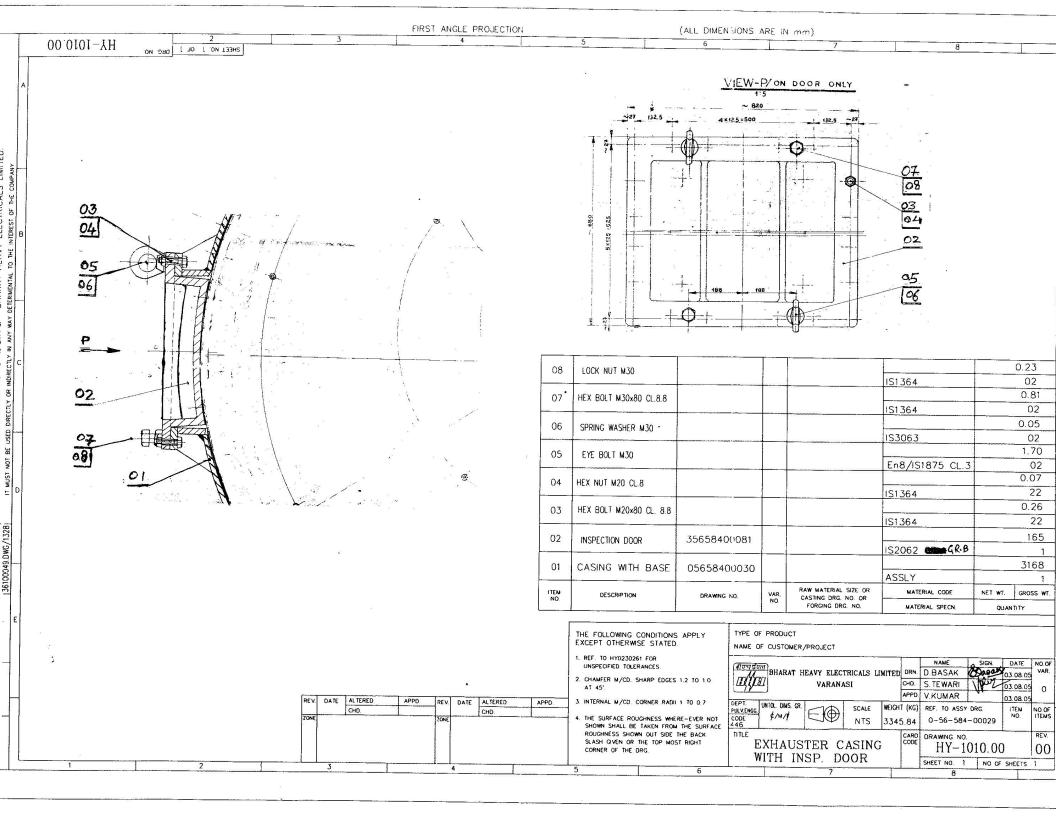
Clock No. : 2859025 Stamp no. : ND

Test Conducted by : BHEL HERP Varanasi-QC division

We hereby certify that the statements in this record are correct and the test welds were prepared and tested in accordance with the requirement of section IX of ASME Code

Date: 12.08.2006

Worked by: Approved by:



PQR for Crirical Regular Direct Mil items

PQR Ref No: PQR/24-25/ Crirical Regular Direct Mil items	Date: 23.08.2024
Day No. 00	Review Date:
Rev No: 00	23.08.2024
PQR Revision Date:	

SI. No.	BHEL Terms	Supplier's ComplianceYES/NO		
1	Offers are accepted from:			
1.a	Only Manufacturer's Offers shall be considered for the Tender Enquiry.			
2	Supplier shall give list of In-House Facilities:			
2.a	Vendor shall have in-House necessary Manufacturing facilities required for			
Z.a	manufacturing and supply of item/s as per drawing/specification.			
	BHEL reserves right to visit the Works of the Manufacturer for Physical verification of the			
2.b	Manufacturing facilities (as declared by them) and assessment of their Quality systems			
	during Technical Evaluation of the Offers.			
2.c	Bidders shall submit detailed Manufacturing process Plan along with the Technical Offer.			
3	Experience:			
3.a	Bidders shall submit the necessary documents proving their Experience in Supplying same or similar items to any Power Plant equipment Manufacturer (worldwide or within India) in last three years from the date of Enquiry. Documentary evidances to be			
3.0	submitted in the form of Customer's Purchase Order copies / Material Acceptance Report and item drawings/specifications. Documentary evidences submitted shall strictly meet all the technical requirement of the NIT.			
	BHEL reserves right to verify the details from the Bidder's customers based on Documents			
3.b	submitted as a part of past experience. BHEL may ask for other relevant documents in line with above to review the capacity and capability of vendor with respect to enquired items.			
4	Financial Capability:			
4.a	Turn Over:- Turn over of Non-MSe vendors should be 100% of tender value. Relaxation for MSe vendors/ Notified Start-Ups on turn over will be as per MSME guidelines. UDYAM Certificate required for Mse status.			
4.b	Applicable only for Non-Mse vendors: Audited balance Sheet and Profit and Loss account Statement of last three consecutive year (with UDIN) required along with part-1 bid. Or A CA Certified Consolidated summary (with UDIN) for last 3 consecutive years having annual turn over and Profit and Loss to be enclosed along with Part-1 bid. For Vendors having Turn over less than 1 crore in any of the financial year, CA certified Financial Turn over and Profit Loss (with UDIN) may be accepted for that year only.			

Note-1: Non Submission of the above requested documents/non compliance to the above points will result in rejection of the Offers without further Notice/Intimation to the Bidder and no correspondance will be entertained at later date.

Note-2: "Similar items" means items having same/similar manufacturing process, similar nature of use of item as that of enquired items etc.



BHARAT HEAVY ELECTRICALS LIMITED

Ramachandrapuram, Hyderabad - 502 032, INDIA

QW - 482 WELDING PROCEDURE SPECIFICATION (WPS)

Welding Procedure Specification No.: WE006 Date: 02.08.86 Supporting PQR No.: 516, Dt: 11.05.10

Revision No.: 07 **Date:** 24.04.2016

Welding Process (es): \underline{SMAW} Type (s): \underline{MANUAL}

JOINTS (QW 402)

Joint Design: As per manufacturing drawing (groove/fillet)

Root Spacing: <u>As per manufacturing drawing</u>

Backing (Yes): for double side butt welds and backing strip joints

(No): for single side welds

Backing Material (Type): Base metal / Weld metal

Metal: Yes Non-Fusing Metal: No

Retainer: No

BASE METALS (QW - 403)

P. No.: 1 Group No.: 1 & 2 TO P. No.: 1 Group No.: 1 & 2

OR

Specification type & grade: ----- to Specification type & grade: -----

OR

Chemical Analysis & Mechanical Properties: --- to Chemical Analysis & Mechanical Properties: ----

Thickness Range:

Base Metal: Groove: 5.0 mm to 38 mm ** Fillet: all sizes

Deposited pass thickness > 13mm - Not Permitted

Other: None

Filler Metals (QW – 404)

Filler Metals (QW - 404)	
	SMAW
Spec. No. (SFA)	5.1
AWS NO (CLASS)	A5.1 (E 7018)
F. No.	4
A. No.	1
Size of Filler Metals	Dia 2.5, 3.15, 4.0, 5.0mm
Filler Metal Product Form	N.A
Supplemental Filler Metal	N.A
Deposited Weld Metal	
Thickness Range : Groove:	38 mm Max.
Fillet:	38 mm Max Throat
Electrode Flux (Class)	Basic
Consumable Insert	No
Max. Bead Thickness	5 mm

^{**} Note: For Unequal thicknesses base material thickness qualified upto 50mm and weld metal thickness limited to 38mm max.

Rev: 07 - Note added regarding base material thickness

N.A – Not Applicable Page 1 of 2

WPS No: WE006, Rev: 07

Not Permitted

POSTWELD HEAT TREATMENT (QW-407) **POSITIONS (QW-405)**

Position(s) Groove: <u>ALL POSITIONS</u> Temperature Range: NA

Welding Progression: <u>UP for Vertical</u>

Down -Not permitted Time Range: NA

Position (s) Fillet: ALL Other: None Other: None

PREHEAT (QW-406) GAS (QW - 408)

Percentage Composition Gas(es) Mixture Flow Rate

Preheat Temp Min: 10 ° C min for < 31mm

100 ° C min for 31mm and above Shielding: N.A Interpass Temp Max: 300 ° C Trailing: N.A

Preheat Maintenance: *Minimum specified temperature* Backing: N.A for every restart

Other: None Other: None

ELECTRICAL CHARACTERISTICS (OW-409)

Weld Pass (es)	Process	Filler I Classifi- cation	Metal Diam- eter	Current type & Polarity	Amps (Range)	Wire feed speed	Energy or Power (Range)	Volts (Range)	Travel speed	Other
Root&	SMAW	E 7018	2.5mm	DCEP	60 – 90A	N.A	N.A	22-34V	N.A	String for
Subs- equent	-do-	-do-	3.15mm	-do-	100-150A	-do-	-do-	-do-	-do-	horizontal; Others Weave
as	-do-	-do-	4.0mm	-do-	150-200A	-do-	-do-	-do-	-do-	(Max 3 times
requi- red		-do-	5.0mm	-do-	200-260A	-do-	-do-	-do-	-do-	Electrode Core Dia)

Pulsing Current: **Heat Input**: N.A *N.A*

Tungsten Electrode Size and Type: N.A.

Mode of Metal Transfer for GMAW (FCAW): N.A. Others: None

TECHNIQUE (QW-410)

String or Weave Bead: string and/or weave Orifice or Gas Cup Size : N.A

Initial / Interpass Cleaning: chipping / brushing / grinding Method of Back Gouging: grinding/gouging

if required

Oscillation : N.A Contact tube to work distance: N.A

Multiple or Single Pass: Multiple pass **Multiple or Single Electrodes** : <u>Single electrode</u>

Closed to out chamber: N.A**Peening**: *Not allowed*

Use of thermal processes : N.A

Other: Clean weld area to remove oil, rust, grease, etc. prior to welding.

Prepared by Approved by

HEAD / Welding Engg Welding Engineer

N.A - Not Applicable Page 2 of 2