



Tender Enquiry No. B/4066/2021/0993/V1 for the requirement of HPT STEAM EVACUATION VALVE (HP RELIEF VALVE) WITH SPARES

LIST OF ENCLOSURES

<u>Commercial Documents</u>		
	<u>Document</u>	<u>Number of pages</u>
1.	MATERIAL DETAILS & INSTRUCTION TO BIDDERS	04
2.	PRE-QUALIFICATION REQUIREMENT (TECHNICAL)	02
3.	BUYER SPECIFIC TERMS & CONDITIONS OF THE TENDER (ANNEXURE-2)	06
4.	LIST OF BHEL CONSORTIUM BANK	01
5.	CERTIFICATE BY CHARTED ACCOUNTANT FOR MSE SUPPLIERS	01
6.	GENERAL INSTRUCTIONS & STANDARD TERMS & CONDITIONS (GISTC) REV.06 FOR FOREIGN SUPPLIER	13
7.	GENERAL INSTRUCTIONS & STANDARD TERMS & CONDITIONS (GISTC) REV.06 FOR INDIGINOUS SUPPLIER	13
8.	MADE IN INDIA DECLARATION FORMAT	01
9.	BHEL STANDARD PBG FORMAT	02
	TOTAL PAGES	43

<u>Technical Documents</u>		
	<u>Document</u>	<u>Number of pages</u>
1.	LIST OF DOCUMENTS & DRAWINGS DOC. NO 413137J1005 REV.00	01
2.	SPECIFICATION-HP RELIEF VALVE WITH PNEUMATIC ACTUATOR DRG/DOC. NO 413137J1100 REV.00	03
3.	HP REILEF VALVE DRG NO 4-13137-W1101 REV.01	01
4.	TECHNICAL PURCHASING SPECIFICATION: VALVES 41313795102 REV.01	07
5.	ELECTRICAL SPECS FOR LIMIT SWITCH & SOLENOID VALVES 41810221002	06
6.	BHEL STANDARD QP FORMAT	01
	TOTAL PAGES	19



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
FAX: +91 1334 226084/226462
TEL: +91 1334 28 4269/1690

Enquiry No.: B/4066/2021/0993V/1
Item : HPT Steam Evacuation Valve
with spares
Project : 1x660 MW Sagardighi

INSTRUCTION TO BIDDERS AND SPECIAL TERMS OF THE ENQUIRY

1. SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for providing the complete engineering, design, supply of all material equipment, fabrication, assembly, pre-shipment testing at manufacturer's works, proper packing for transportation, delivery at plant site as per detailed specifications of HPT Steam Evacuation Valve , for 1X660 MW Sagardighi project.

2. PROJECT INFORMATION

1.Project Name	1x 660 MW Sagardighi STPP
Consignee Address	DEPUTY GENERAL MANAGER (I/C-PROJECTS) SAGARDIGHI THERMAL POWER PROJE CT,P.O.-MANIGRAM,DIST.
Custom Duty Structure	CD on Project Import
Tax Structure	GST Extra
Pls. note that the comparison would be done as per the applicable taxes and duties on the date of opening of Price Bid.	

3. Brief Description of the requirement (For details refer price checklist)

Sl. No.	Project	Material Code	Item Description	Total Quantity	Date for Supply Completion
1.	Sagardighi Project	W90313787026 DRG: 413137J1005 REV:00	HPT STEAM EVACUATION VALVE AS PER DOCUMENT NO. 413137J1005	01 No	03.12.2022
2.		W93318102016 DRG: 41810221002 REV:00	LIMIT SWITCH (INDUCTIVE)	10 Nos	01.04.2024
3.		W90311928722 DRG: NILL REV:00	BONNET SEAL FOR HPT EVACUATION VALVE	02 Nos	01.04.2024
4.		W90311928730 DRG: NILL REV:00	GLAND PACKING SET FOR HPT EVACUATION VALVE	03 ST	01.04.2024
5.		W90311928749 DRG: NILL REV:00	OPERATING NUTS FOR ACTUATOR OF HPT STEAM EVACUATION VALVE	02 Nos	01.04.2024
6.		W99318102089 DRG.NO 41810221002 Rev.00	SOLENOID VALVE OF HP RELIEF VALVE	09 Nos	01.04.2024

4.0 PRE-QUALIFICATION REQUIREMENT (PQR);

Pre-Qualification requirement is mentioned in Annexure-A. Kindly ensure submission of documents in support of PQR(As applicable). Offer submitted by bidders will be scrutinized with respect to pre-qualification requirement first. Technical offer of the bidders not meeting Pre-qualification requirement will not be scrutinized.

Important Note: Bidders should ensure completeness and correctness of all supporting documents of PQR along with their offer. Not more than 30 days (After Opening of Techno-commercial offers) will be allowed



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
FAX: +91 1334 226084/226462
TEL: +91 1334 28 4269/1690

Enquiry No.: B/4066/2021/0993V/1
Item : HPT Steam Evacuation Valve
with spares
Project : 1x660 MW Sagardighi

to bidders for completing PQR documents. PQR review will be closed within 30 days of opening of techno-commercial Bids. Offers of Bidder / Bidders, who do not meet PQR i.e. do not complete the PQR documentation within 30 days of opening of techno-commercial bid, are likely to be ignored and no-further correspondence may be entertained thereafter.

5. SUBMISSION OF OFFER

- Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the tender.
- Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
- Tenders are to be submitted in **Two Parts** and **Part-I** (Techno-Commercial Bid) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:
- Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES. The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable.

This should be read and complied in conjunction with clause 3.0 of General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC)

7. MAKE IN INDIA

"As per public procurement (Preference to Make in India) circular Dtd. 04.06.2020 & corporate circular AA: SSP : PPP:MII dated 24.07.2020 following is to be the part of all NIT i.e.

"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 (Reference to Make In India) . Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part-II bids against this NIT".

Make in India declaration certificate is enclosed. Suppliers are proposed to submit signed & stamp copy of the same along with their offer.

8. CUSTOMER APPROVAL REQUIREMENT:

Kindly note that supplier approval by the end-user is mandatory for consideration of their offer for Sagardighi project. Kindly submit your manufacturing credentials, quality & experience details of this item for taking approval from End user/customer.

9. Evaluation Criteria

Evaluation will be done on project basis i.e. considering total landed cost of complete requirement of a project upto site. Details are as follows;



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
FAX: +91 1334 226084/226462
TEL: +91 1334 28 4269/1690

Enquiry No.: B/4066/2021/0993V/1
Item : HPT Steam Evacuation Valve
with spares
Project : 1x660 MW Sagardighi

For Sagardighi project : Please note that material code W90313787026 -01 No + W93318102016-10 Nos + W90311928722- 02 Nos + W90311928730- 03 Sets + W90311928749 -02 Nos +W99318102089- 09 Nos would be procured together & evaluation will be done accordingly

10. OFFER VALIDITY

The offer is to be submitted with a validity of 180 days from the date of opening of techno-commercial offers. BHEL will reserve the right to reject the offer, quoting validity less than 180 days.

11. PRE BID CLARIFICATION/ PRE BID MEETING

- Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.
- In case of any confusion / non-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. Pre-bid meeting can also be arranged on bidder's request for clarification of techno-commercial scope.
- No deviation & request regarding non-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers.
- The prices are to be quoted on firm basis. BHEL will reserve the right to reject the offer of the vendors not quoting the prices on Firm basis.
- Bidders shall submit their techno-commercial queries within 10 days of floating the NIT. Clarifications would be arranged within next one week. Bidders may also request for pre-bid meeting for techno-commercial clarification within one weeks of floating the NIT.

12. DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

Offers of the bidders, who are on the banned/hold list, as also the offers of the bidders who engage the services of the banned/hold firms, shall be rejected. The list of banned/hold firms is available on BHEL website www.bhel.com.

13. **Reverse Auction** :BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. **Kindly give your acceptance for participation in RA.**

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

14. **Offer shall be submitted in two parts- Part-1 & Part-2**

PART-I: PRE-QUALIFICATION REQUIREMENT (PQR)/ TECHNICAL/ COMMERCIAL BID (IN ONE ORIGINAL AND INK SIGNED ON EACH PAGE OF THE OFFER)

Comprising of following documents:

- a. Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc.
- b. Complete Technical offer with relevant drawings/ documents /QP etc. (as per detailed specifications)
- c. Endorsed copy of this document (i.e. **Instruction to bidders special conditions of the NIT, General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)- As applicable for Indigenous or foreign bidder**) in original duly signed and stamped by the bidder.



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
FAX: +91 1334 226084/226462
TEL: +91 1334 28 4269/1690

Enquiry No.: B/4066/2021/0993V/1
Item : HPT Steam Evacuation Valve
with spares
Project : 1x660 MW Sagardighi

- d. Commercial Terms & Conditions
- e. Any Deviation with reference to NIT to be laid down on separate sheet.
- f. Un-Priced replicas of Price Bid without prices.
- g. **Supplier Registration Form:** Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item, have to apply through Online Registration portal, <https://supplier.bhel.in/>. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled up Supplier Registration Form (SRF) downloaded from Online Registration Portal duly signed and stamped has to be submitted.
- Note: Suppliers who are already registered at BHEL, Haridwar in the PMD for this item are exempted for submitting the Supplier registration form.

PART-II: PRICE-BID:

The price Bid (with prices) for the complete scope as specified in price schedule Annexure-I shall be submitted. The Part-I & Part-II bids shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:

“TENDER FOR (ITEM NAME) AGAINST TENDER NO. ----- DUE ON -----CONTAINING PART-I & PART-II. Vendor’s full name and address should be clearly mentioned on the envelope.

15. IMPORTANT NOTE;

INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY are to be read and complied along with GISTC (for both Foreign or Indian Bidders as applicable). A signed & stamped copy of these documents as a token of acceptance is to be submitted along with the offer. In the event of contradiction of terms and conditions mentioned, the order of preference shall be INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry).

Deviations (if any) are to be listed separately in deviation sheet. Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.

PART-I (as per clause 28 above) (Techno-Commercial bid with PQR) will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of bidders who may like to attend. Incomplete offers are liable to be rejected.

Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry as stipulated in clause 4 above (If applicable)

All correspondence thereof, shall be addressed to the following persons:

Mr. Ashish Gupta
Designation: SDGM (PPX-BOI)
4th Floor, Main Administrative Building
HEEP, BHEL Hardwar- 249403
Uttarakhand, India
Email ID: gupta.a@bhel.in
Tel: +91 1334 28 5834

Ms. Swati Jain
Designation: Dy. Manager(PPX-BOI)
4th Floor, Main Administrative Building
HEEP, BHEL Hardwar- 249403
Uttarakhand, India
Email ID: swati88@bhel.in
Tel: +91 1334 28 1690



**BHARAT HEAVY ELECTRICALS
LIMITED, HARIDWAR**

DOCUMENT NO.

TL-BOI-HPR-PQR-013

TURBINE LAYOUT GROUP

Dt: 26.10.2021

**Pre-Qualification Requirement (PQR) for
HPT Steam Evacuation Valve
(Mat codes. W90313787026)**

Description

The HPT Steam evacuation valve is used for evacuating the trapped steam in HP Turbine during turbine trip case. It is on/off & globe type valve. It is pneumatically operated very quick opening and closing type valve. Inlet of the valve is connected in turbine exhaust pipe and outlet of valve is connected to condenser which is under vacuum. The valve shall be designed for high steam flow to ensure evacuate the steam in very less time for safety of Turbine.

The above valve should be very reliable and proven in design. It open in sudden and allow required flow of steam under all given conditions.

Mandatory requirement for Pre-Qualification

1.0 Experience Requirement -

Vendor should have successfully designed, manufactured & supplied of HPT steam evacuation valves for steam application. Vendor should have supplied one (1) no. of valve in at least one power or process plant in last Eight (8) years (from the date of issuance of enquiry) with following technical details –

Sl. no.	Product features	Details
1.	Design Pressure	50 kg/cm ² & above
2.	Design Temperature	400 deg.C or above
3.	Actuator type	pneumatic
4.	Nominal Size	150 NB & above

In support of above, vendor to furnish information, as per the following format for previous supplied HPT Steam evacuation valve meeting the above technical requirement in last eight (8) years from the date of issuance of enquiry.

Sl. No.	Name & address of customer	Contact Details of the customer (email & phone number etc.)	Purchase order reference no. & issued date	Actuator type	Design Pressure	Design Temperature	Rated Flow (m ³ /hr)	Valve Opening time	Material of construction of Body

Vendor to submit the following documents of supplied valves for the above mentioned successfully executed order. Those who have supplied to BHEL-Haridwar to provide PO. Nos. for our review :-

- Vendor to furnish copy of Un-Priced Purchase Orders executed for supply of at least one no. of HPT Steam evacuation valve in one project in last eight (8) years (from the date of issuance of enquiry).

- b) Vendor to furnish the test certificate for Material, Hydraulic, leakage & functional test for HPT Steam evacuation valve as per relevant standard for any one of the PO submitted. The submitted test certificates should have co-relation with PO.
- c) Vendor to furnish dispatch documents w.r.to above executed P.O. i.e. approved GA drawing & data sheet of valve, delivery challan, tax invoice , inspection report & Lorry way bill for our review.

- 2.0 An Indian JV/Subsidiary company or a company having collaboration can also offer, provided that it has a valid technical collaboration or licensing agreement (for design/engineering, manufacturing, testing and supply of such equipment) in India with a Qualified Equipment Manufacturer (QEM) who meets the requirements stipulated at clause 1.0 above. Vendor to furnish supporting docs for valid technical collaboration or licensing agreement in India with a QEM.
- 3.0 The Indian JV/Subsidiary Company shall design, manufacture & test above referred valve as per QEM/Collaborator practice. Vendor to confirm.

NOTE:-

1. BHEL reserves the right to verify the information submitted by vendor. BHEL may visit the factory premises of the vendor for verification and other purposes submission of false/ incorrect information shall lead to rejection of offer.
2. BHEL reserves the right to ask for more pertinent information /documents / clarifications. Vendor shall provide this information to BHEL in a timely manner so that project schedule does not hamper.

Anil Kumar
26/10/2021
ANIL KUMAR
(Sr. Engr.-TL)

Sandip
27/10/2021
S.K.SONKAR
(Sr. Mgr-TL)

Handwritten
27/10/21
S.K.GUPTA
(AGM-TL)

Saswati
27/10/21
Saswati Srivastava
(AGM-CIE)

Buyer Specific Special Terms and conditions**Item name: HPT STEAM EVACUATION VALVE With Mandatory spares , Project: Sagardighi****A. SCOPE OF ENQUIRY**Tenders are invited from bidders for the supply of **HPT STEAM EVACUATION VALVE with mandatory spares** for Sagardighi (1x660 MW) Project, as per requirement mentioned below:

Sl. No.	Project	Material Code	Item Description	Total Quantity	Date for Supply Completion
1.	Sagardighi Project	W90313787026 DRG: 413137J1005 REV:00	HPT STEAM EVACUATION VALVE AS PER DOCUMENT NO. 413137J1005	01 No	03.12.2022
2.		W93318102016 DRG: 41810221002 REV:00	LIMIT SWITCH (INDUCTIVE)	10 Nos	01.04.2024
3.		W90311928722 DRG: NILL REV:00	BONNET SEAL FOR HPT EVACUATION VALVE	02 Nos	01.04.2024
4.		W90311928730 DRG: NILL REV:00	GLAND PACKING SET FOR HPT EVACUATION VALVE	03 ST	01.04.2024
5.		W90311928749 DRG: NILL REV:00	OPERATING NUTS FOR ACTUATOR OF HPT STEAM EVACUATION VALVE	02 Nos	01.04.2024
6.		W99318102089 DRG.NO 41810221002 Rev.00	SOLENOID VALVE OF HP RELIEF VALVE	09 Nos	01.04.2024

B.**Project Detail**

Project Name & Address	DEPUTY GENERAL MANAGER (I/C-PROJECTS) SAGARDIGHI THERMAL POWER PROJE CT,P.O.-MANIGRAM,DIST.-
------------------------	---

C.Buyer Specific Special Terms and Conditions:

Sl. No.	Terms	Description	Bidder's confirmation
1.	Confirmation to General Instructions and standard terms & conditions:	<p>Please confirm the each clause of following documents:-</p> <ol style="list-style-type: none"> 1. General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC Version June'2021 Rev 06). 2. Special terms & conditions of tender enquiry (Annexure-2). 3. Instructions to Bidders. 4. PQR (Technical) <p>Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents.</p> <p>Please note that in case, deviation sheet is not received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.</p>	

2.	Customer approval requirement	<p>End User approval is mandatory requirement for considering your offer in this tender. Kindly submit your credentials along with your offer for taking up your approval with End User.</p> <p>Price bid of the offer of only those bidders who will be approved by the End User will be considered for price bid opening.</p>	
3.	Evaluation criteria	<p>Evaluation will be done on project basis i.e. considering total landed cost of complete requirement of a project upto site. Details are as follows;</p> <p>For Sagardighi project : Please note that material code W903137787026 -01 No + W93318102016-10 Nos + W90311928722- 02 Nos + W90311928730- 03 Sets + W90311928749 -02 Nos +W99318102089- 09 Nos would be procured together & evaluation will be done accordingly.</p>	
4.	Basis of quotation	<p>a. For Indigenous supply:</p> <p>Kindly Confirm that material prices have been quoted on Ex-Works with freight Pre-paid up to destination basis. The goods can be dispatched through any BHEL approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.hwr.bhel.com .</p> <p>Pls. note that, if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) from Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.</p> <p>Please mention separately Packing and Forwarding charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.</p> <p>Please mention separately Freight charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.</p> <p>Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.</p> <p>Applicable GST etc. should be indicated separately and clearly in the quotation, else it will be considered that the offer is inclusive of same.</p> <p>b. For Foreign supply;</p> <p>Please quote on FOB/FCA as well as CFR/CPT Mumbai Basis. Shipment charges shall be quoted separately in the offer. BHEL Reserves the right to place the order either on FOB/FCA or CFR/CPT basis.</p> <p>To arrive at landed cost at project site, the FOB, FCA prices shall be loaded as per clause 6.0 of GISTC.</p> <p>Please Inform Name of your FOB/FCA port.</p> <ul style="list-style-type: none"> • For FOB/FCA contract: BHEL's freight forwarder shall be informed 15 days in advance of readiness of material for 	

		<p>booking of Vessel (name of BHEL nominated freight forwarder may be obtained as and when required)</p> <ul style="list-style-type: none"> In case of CFR/CPT contract BHEL shall not responsible for any delay due to arrangement of shipment from FOB/FCA Port. <p>Please confirm your acceptance.</p>	
5.	Engineering Document/ Document approval	<p>Drawings/Data sheets/Documents/Electrical Write-UP/ Control Panel Drawing/ Quality Plan etc, as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis.</p>	
6.	Liquidated Damages	<p>Liquidated Damages for late delivery w.r.t to contractual delivery shall be applicable @ 0.5% of the "lot-wise total order value" per week of delay or part thereof subject to a maximum of 10% of the "lot-wise total order value".</p> <p>Date of Bill of lading/LR (as applicable) shall be considered as actual date of delivery. Please confirm your acceptance.</p> <p>Please note that in case of any deviation in the penalty terms, loading will be done to the extent the late delivery penalty is not accepted by the vendor.</p>	
7.	Payment Terms	<p>100% Payment after receipt of material/items at BHEL project site with PBG for 5% of the order value(lot wise). Lotwise PBG should be valid for entire Guarantee/ Warranty period. PBG shall be submitted before the negotiation of documents. The PBG acceptance/receipt certificate will form part of negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks in India (recent list of BHEL consortium Banks may be obtained from BHEL as and when required).</p> <p>In case PBG has been submitted from any foreign Bank (Outside India). The Bank Guarantee shall be confirmed by BHEL consortium Bank in India.</p>	
8.	Performance Bank Guarantee	<p>PBG (performance bank guarantee) shall be submitted for 5% of the order value lotwise. PBG should be valid for entire Guarantee/ Warranty period. PBG shall be submitted for processing of invoices.</p> <p>In case PBG has been submitted from any foreign bank (outside India), the Bank Guarantee shall be confirmed through BHEL consortium banks in India.</p> <p>This should be read and complied in conjunction with Bank Guarantee clause in General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC).</p> <p>Itemwise/Lot wise PBG will be acceptable in line with shipment of items</p>	
9.	Arbitration, Risk Purchase & FORCE MAJEURE	<p>Kindly confirm Arbitration, Risk Purchase & Force Majeure shall be applicable as per GISTC, as applicable (copy enclosed)</p>	

10.	Manufacturing clearance from BHEL	In case of ordering, vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. No manufacturing is to be started without getting clearance from BHEL. Kindly confirm.	
11.	Mandatory Procurement (Make In India)	For this procurement, the local content to categorize a supplier as a class local supplier/class II local supplier/Non local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Reference to Make In India) . Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT. Make in India deceleration certificate is enclosed. Kindly submit signed & stamp copy of the same along with your offer.	
12.	Quality Requirement	<p>a.For Indigenous Supply;</p> <ul style="list-style-type: none"> • Kindly submit QAP for BHEL & End user approval. • Kindly confirm that Pre-dispatch inspection shall be done by BHEL nominated inspection agency M/s BVIL & End User as per End User approved QAP. • Inspection charges will be borne by BHEL. All coordination with third party inspection agency shall be done by the supplier only. Inspection call to third party inspection agency may be raised directly by the supplier; however 15 days are to be provided for deputation of representative of third party inspection agency for inspection. • Scope of Inspection shall be, <ul style="list-style-type: none"> ❖ Review of Material TC's of body, Bonnet, slem, actuators, NDT certificates. ❖ Witnessing of Leak test, Pressure Test, functional test. <p>b.For Imported Supply</p> <ul style="list-style-type: none"> • ;Kindly submit quality plan in BHEL standard QP format in line with ordering drawings for BHE and End User approval (Copy Enclosed). After placement of PO, successful supplier's QP to be forwarded to customer for approval. Kindly specifically confirm to follow customer approved QP. • Inspection shall be done by BHEL nominated inspection agency M/s LRS/TUV/BV & CUSTOMER as per customer approved quality plan. • The prices are to be quoted inclusive of Third Party Inspection Charges (By LRS/TUV/BV). In case if nothing has been mentioned in your offer about the Third Party Inspection charges, the same would be considered to be inclusive in your quoted prices. • Advance Intimation for Inspection is to be given (to BHEL & Third Party Inspection agency) 30 days prior to readiness of 	

		<p>material.</p> <ul style="list-style-type: none"> • Co-ordination with TPI agency will be sole responsibility of the bidder. • Scope of Inspection shall be, <ul style="list-style-type: none"> ❖ Review of Material TC's of body, Bonnet, stem, actuators, NDT certificates. ❖ Witnessing of Leak test, Pressure Test, functional test. 	
13.	MDCC Clause	<p>Please confirm that material shall be dispatched only after issue of MDCC from BHEL.</p> <p>The Test Certificates/Inspection reports as per approved quality plan shall be submitted to BHEL for review and acceptance before dispatch of Material. The Material Dispatch Clearance (MDCC) will be provided by BHEL within 07 days of receipt of documents, provided those are complete in all respects. Material shall be dispatched within one week of issue of MDCC (material dispatch clearance certificate) by BHEL.</p>	
14.	Guarantee	<p>Kindly confirm that Guarantee shall be provided for a period of 03 years from the date of shipment or 02 years from commissioning, whichever is earlier. In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.</p>	
15.	O&M Manuals	<p>Kindly confirm that in the event of ordering, O&M manuals in English languages will be supplied in 02 nos. of Hard Copies to be supplied along with the item.</p>	
16.	Special Instructions:-	<p>For Sagardighi Projects: -</p> <ol style="list-style-type: none"> 1. Maximum 05 Nos of Boxes are allowed to dispatch the complete quantity. 2. The SL No. of packing boxes shall be indicated by vendor from Box No. BHEL/HWR/BOI/911 to 915 on each Box. Kindly confirm. <p>Kindly submit the packing list (Box wise) for BHEL review before dispatch. Kindly confirm.</p>	
17.	Delivery	<p>Please quote your delivery completion period in line with the enquiry lot date. In case it is not possible to meet the lot date, you may quote your best possible delivery completion period in number of weeks from the date of Purchase Order</p> <p>If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.</p>	
18.	Reverse Auction (E-bidding)	<p>BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Kindly give your acceptance for participation in RA.</p> <p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted</p>	

		among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”	
19.	Order Acceptance :	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.	
20.	Beneficiary of PO	Kindly confirm on whom the PO will be placed in the vent of ordering.	
21.	General terms	Please confirm that the prices will remain firm during the entire validity & execution of the project.	

(Signature and seal of supplier)

List of Consortium Bank

Nationalised Bank		Nationalised Bank	
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

Certificate by Chartered Accountant on letter head

This is to Certify that M/s
(hereinafter referred to as 'company') having its registered office at is
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)
..... dtd.....
Category.....(Micro/Small), (copy enclosed).

Further verified from the Books of Accounts that the investment of the company as
on date as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:

Rs.....Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006:

Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for
.....micro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) (**Strike off whichever is not applicable**) and the date of graduation of such enterprises from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

Table of Contents

1. GENERAL.....	1
2. ORIGIN OF QUOTATION.....	1
3. SUBMISSION OF TENDER.....	1
4. TENDER OPENING.....	3
5. SPECIFICATION, DRAWINGS & STANDARD.....	3
6. PRICE SCHEDULE.....	3
7. REVERSE AUCTION.....	4
8. DELIVERY TERMS.....	4
9. LD FOR LATE DELIVERY.....	6
10. PAYMENT TERMS.....	6
11. BANK GUARANTEE.....	7
12. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.....	7
13. QUALITY REQUIREMENT.....	7
14. VALIDITY.....	8
15. RIGHT OF ACCEPTANCE.....	8
16. TRANSIT INSURANCE.....	8
17. PHYTOSANITARY CERTIFICATE.....	8
18. RISK PURCHASE.....	8
19. FORCE MAJEURE CLAUSE.....	9
20. NON-DISCLOSURE AGREEMENT.....	9
21. SETTLEMENT OF DISPUTES/ARBITRATION.....	10
22. INFORMATION TO THE BIDDERS.....	10
23. MAKE IN INDIA (GOVT-NOTIFICATION).....	10
24. RESTRICTIONS UNDER RULE 144(xi).....	12
25. NOTE.....	13

1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of purchase order until unless the deviations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION.

- The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer / agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- Bid/Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box: addressed as follows: -

Quotation against Enquiry No. _____ Dated: _____

Due on: _____

To,
THE HEAD OF MATERIALS MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.

- TENDER BOX is located at TENDER ROOM, Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

- C) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- D) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- E) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- F) 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, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- G) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.

- H) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.
- I) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.
- J) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1 counter offered rates**, if the quantity offered by the L-1 bidder is less than the quantity tendered for.

If the counter offer is to be given to other qualifying Vendor(s) (e.g. in case of splitting of order, MSE Vendors or the case of Purchase preference to make in India), then the basic price for each qualifying vendor has to be calculated taking the landed cost of the L1 vendor as reference. Basic price will be calculated by working backwards from the landed cost of L1 vendor in following manners;

(1) Counter offer in case of MSE Vendor(s) or the case of Purchase preference to make in India:

Landed cost of L-1 vendor will be reduced by notional loading of late delivery penalty to the extent the same is not applicable to the vendor being counter offered. The result so arrived at will be put as landed cost and basic price to be counter offered will be worked backward therefrom in price structure of the concerned vendor.

(2) Counter offer in case of Splitting:

Landed cost of L-1 vendor will be reduced by custom duty and notional loading of late delivery penalty to the extent the same is not applicable to the vendor being counter offered. The result so arrived at will be put as landed cost and basic price to be counter offered will be worked backward therefrom in price structure of the concerned vendor.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

If the basic price so computed is less than the basic price of the L1 vendor, then this basic price shall be counter offered, otherwise the basic price of L1 vendor shall be counter offered.

- K) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.
- L) In case of e-Tendering (Online bidding through e portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected outrightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.

5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.

If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Bidders need to quote their prices on CFR any sea port in Mumbai or FCA basis to the named airport in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.
- d) In case the vendor quotes the prices on CFR basis and BHEL accepts the delivery term on CFR, **0.25 %** (of CFR Value) towards port handling charges & **1.5 %** (of CFR Value) towards inland freight or actual freight charges as per BHEL freight rate contract whichever is higher, shall be loaded in the prices for ascertaining the landed cost to decide the comparative status of the prices.
- e) However, if BHEL agrees to accept the FOB delivery terms, the FOB prices shall be loaded **2.0%** (of FOB Value) towards sea freight, **0.25%** (of FOB Value) towards port handling charges & **1.5%** (of FOB value) towards inland freight for

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

ascertaining the landed cost to decide the comparative status of the prices.

f) Basis of Evaluation for Bid / Quotation in foreign currency:

1. Currency exchange rate (TT selling rates of SBI) for evaluation of the bid / quotation received in foreign currency will be as follows:
2. Single part bid – Date of tender opening.
3. Two / Three-part bid – Date of part 1 opening.
4. Reverse auction – Date of part-1 opening.

Note: - Financial evaluation of L1, L2 ----- status will be on the basis of Landed Cost to BHEL.

f1) Currency of Evaluation shall be INR.

g) Evaluation of Indian Agents Commission:

1. BHEL prefers to deal directly with foreign bidder, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure compliance to applicable guidelines.
2. The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission.
3. In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.

h) While submitting your bids please clearly indicate:

1. Expected weight of goods (lots wise).
2. The size of packed goods.
3. Whether the goods can be dispatched in containers?
4. Port of Loading.
5. Port of Discharge.

7. REVERSE AUCTION.

Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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."

8. DELIVERY TERMS.

- a) Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order.
- b) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders.
- c) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 600 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

- d) Any demurrage / Godown Rent payable to the Port Authorities due to any delay attributed by the supplier will be recovered from supplier's account.
- e) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is to be provided mandatorily. However, a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- f) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and / or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any paid by BHEL (for stated reasons).
- g) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- h) In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container / High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
- i) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.
- j) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the IGM (Import General Manifest) at discharge port.
- k) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- l) **The invoices being issued by shipping lines must be in the name of BHEL. Any loss in GST due to submission of discrepant document will be recovered from supplier / vendor.**
- m) While booking the shipment, bidder to also finalize **destination charges** and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- n) If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent to BHEL as detailed in para "p" (below), at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.
- p) **Information related to OBL / AWB Documents:**
- I. Consignee name and address should be same as mentioned in the Purchase order.
- II. Notify party: Name and address will be as follows :(For discharge port Mumbai or Nhava Sheva)
Bharat Heavy Electricals Limited
14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005
Email: msseahwr@bhel.in & ppximx@bhelh.in (in case of Sea Shipments)
Email: msair@bhel.in and ppximx@bhel.in (in Case of Air shipments)
- For latest updating please refer our web site:
<https://hwr.bhel.com>
- III. OBL should clearly mention the Indian agent address and contact details.
- IV. OBL should be issued as per UCP 600.
- V. In case of shipments other than FOB, OBL should mention the container detention free period.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to BHEL-Mumbai office (Address at Para "p-II") with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings (BL) may be routed through bank based on the other agreed terms and conditions of purchase order.

9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

"In case of CFR shipment where BHEL accepts the date of inspection as the date of delivery for the purpose of LD, the vendor has to ensure the shipment within 30 days for containerized cargo and 45 days maximum for Break bulk cargo from the date of inspection. Any delay, beyond this period, which is not attributable to BHEL shall be considered for application of LD."

"In case of FOB shipment, vendor has to intimate the readiness of cargo after inspection to BHEL nominated Freight forwarder minimum 15 days in advance for containerized cargo and 30 days in advance for Break bulk cargo before the FOB delivery date. The delay in shipment due to late intimation to BHEL nominated freight forwarder

and not attributable to BHEL will be considered for application of LD".

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- f) The delivery date for LD purpose will be the Bill of Lading Date/Air way bill.
- g) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after Receipt and Acceptance of Material / Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.
- d) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

- e) In case of payment after receipt and acceptance of material, 100% payment will be made within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment may get delayed.

The loading criteria for the different payment terms shall be as under:

Payment Terms	Days of Loading
After Receipt & Acceptance of material within 75 days of supply.	No Loading
Against Delivery at BHEL-Stores Haridwar.	45
Against documents through bank (CAD):	45
Letter of Credit (LC)	120
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days difference i.e difference between 120 days and usance period if the usance period is < 120 days.
Advance	Delivery Period + 120 Days -Advance Payment Days

11. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit / performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL

consortium banks and the bank charges for such confirmation will be borne by the bidder.

12. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.
- b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG/refund of amount paid.

13. QUALITY REQUIREMENT.

Your bid/quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

14. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

15. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its 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.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.

- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

16. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/ AWB, Invoice value etc.) to Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

17. PHYTOSANITARY CERTIFICATE:

- a) As per the Indian Law, all consignments being imported into India by air / sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer / dispatch documents that the required phytosanitary certificate will be submitted.
- b) Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

19. FORCE MAJEURE CLAUSE.

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.

- i) Change in law/ government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement;
- b) mitigate the effect of any Force Majeure Event; and
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in the P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

21. SETTLEMENT OF DISPUTES/ARBITRATION.

Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

JURISDICTION: The courts of New Delhi, India, shall have exclusive jurisdiction.

22. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

- b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>.
- d) Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.
- g) 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.
- h) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.
In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

23. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. The margin of purchase preference shall be 20%.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
 - 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
 - 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.
- C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier'/ 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier'/ 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. Requirement of Purchase Preference:
Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -
- a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".
 - b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

- c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.
- F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by 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.
- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.
- H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19:-
- a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –
- b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

Note: L1 Price refers to lowest evaluated / landed cost to Company.

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

24. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version June-2021,Rev: 06)

25. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) 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 <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.
- e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble

shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs:** Rs. 10,00,000/- (Rs. Ten Lakh).
- (ii) In the event of **other permanent disability:** Rs. 7,00,000/- (Rs. Seven Lakh).

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employees Compensation Act, 1923."

f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

Table of Contents

1. GENERAL	1
2. ORIGIN OF QUOTATION	1
3. SUBMISSION OF TENDER	1
4. TENDER OPENING	2
5. SPECIFICATION, DRAWINGS & STANDARD	2
6. PRICE SCHEDULE	3
7. REVERSE AUCTION	3
8. DELIVERY TERMS	3
9. LD FOR LATE DELIVERY	4
10. PAYMENT TERMS	4
11. TAXES & DUTIES	5
12. BANK GUARANTEE	6
13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS	6
14. QUALITY REQUIREMENT	6
15. VALIDITY	6
16. RIGHT OF ACCEPTANCE	6
17. TRANSIT INSURANCE	7
18. RISK PURCHASE	7
19. FORCE MAJEURE CLAUSE	7
20. NON-DISCLOSURE AGREEMENT	8
21. SETTLEMENT OF DISPUTES / ARBITRATION	8
22. WHARFAGE / DEMURRAGE RESPONSIBILITY	8
23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS	8
24. INFORMATION TO THE BIDDERS	10
25. MAKE IN INDIA (GOVT-NOTIFICATION)	10
26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017	12

27. NOTE..... 12

1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION.

- a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- b) An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- a) Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

**THE HEAD OF MATERIALS MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

- b) TENDER ROOM is located at: Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) 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, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.
- i) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.

5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.
- j) Currency of Evaluation shall be INR.

NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION.

Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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."

8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.

f) DELIVERY IN CASE OF REJECTION: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

g) DELIVERY AGAINST BANK DOCUMENTS: In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the LD purpose.

h) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized / nominated bank.

i) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

10. PAYMENT TERMS.

a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.

b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.

f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.

g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the 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 levied / leviable on BHEL.

h) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

i) The loading criteria for the different payment terms shall be as under;

Payment Terms	Days of Loading
After Receipt & Acceptance of material within 75 days of supply.	No Loading
Against Delivery at BHEL-Stores Haridwar.	45
Against documents through bank (CAD):	45
Letter of Credit (LC)	120
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days' difference i.e. difference between 120 days and usance period if the usance period is < 75 days.
Advance	Delivery Period + 120 Days - Advance Payment Days.

11. TAXES & DUTIES.

- a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- c) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by

BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- k) **IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

- l) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

12. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and

replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

- b) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG / refund of amount paid.

14. QUALITY REQUIREMENT.

Your bid / quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

15. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its 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.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur, Haridwar (Uttarakhand-India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

19. FORCE MAJEURE CLAUSE.

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- Rebellion, revolution, insurrection, civil war etc.
- Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- Riots, commotions, strike unless restricted to the employees of supplier.
- Acts of terrorism.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTIC)

For Indian Bidders (Version June-2021, Rev: 06)

- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) mitigate the effect of any Force Majeure Event and
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or

subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

21. SETTLEMENT OF DISPUTES / ARBITRATION.

In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage / demurrage for such delay shall be that of supplier.

23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS.

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

(Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). 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 is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
 - a) In case of proprietary MSE, proprietor shall be Woman.
 - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTIC)

For Indian Bidders (Version June-2021, Rev: 06)

16. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.

17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

24. INFORMATION TO THE BIDDERS.

a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.

c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>

d) Copy of this Tender Enquiry is being sent through the post.

e) 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.

f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

25. MAKE IN INDIA (GOVT-NOTIFICATION).

A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.

B. The margin of purchase preference shall be 20%.

- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
- 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

E. Requirement of Purchase Preference:

Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -

a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".

b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling

within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by 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.

G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA:SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-

a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –

b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price,



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

Note: L1 Price refers to lowest evaluated / landed cost to Company.

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

27. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) 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 <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.
- e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
 1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh).
- (ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh).

4. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employees Compensation Act, 1923.”

f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.

BANK GUARANTEE BOND

WAM 28

(Paragraph 4.9.6 of – Works Accounts Manual)

1. In consideration of the Bharat Heavy Electricals Limited, Siri Fort, New Delhi through HEEP Hardwar Division (hereinafter called ‘the Company’) having agreed to exempt _____ (hereafter called ‘the said Contractor’ which term includes ‘Suppliers’ for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. _____ made between _____ and _____ for (hereafter called ‘the said Agreement’) of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) we,

_____ (Indicate the name of the Bank)
(hereinafter referred to as ‘the Bank’) at the request of _____

Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ do hereby undertake (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ .

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the Guarantee
(Indicate the name of the bank)

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____, we shall be discharged from all the liability under this guarantee there after.

5. We, _____, further agree with the company that
(Indicate the name of the bank)

the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.


6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)

7. We _____ lastly undertake not to revoke
(Indicate the name of the bank)

this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____
(Indicate the name of the Bank)

SIGN & DATE		HP RELIEF VALVE		413137J1005
		LIST OF DOCUMENTS AND DRAWINGS		Rev.00
				Page 1 of 1

SUPERSEDES INVENTORY NO.

A. SCOPE OF THE DOCUMENT:

This document lists down the drawings and documents to be followed for executing the order of one number of HP relief valve.

B. LIST OF DOCUMENTS AND DRAWINGS:

S.no.	Item description	Drawing / Document no.	Rev/ Index
1	Specification – HP Relief valve with pneumatic actuator	413137J1100	00
2	HP Relief valve drg	4-13137-W1101	01
3	Technical purchasing specification: Valves	41313795102	01
4	Electrical specs for limit switch and solenoid valves	41810221002	

COPYRIGHT AND CONFIDENTIAL
 The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company

--	--	--	--	--	--	--

INVENTORY NO.	CIE	Mudit Jain		TL	Anil Kumar	
	AGREED DEPTT.	NAME	SIGNATURE & DATE	DEPTT	NAME	SIGNATURE & DATE

No.	Item	Specifications – HP Relief Valve with Pneumatic Actuator																																		
1.	Doc no. Rev no.	413137J1100 00																																		
2.	Basic data: Valve Body Material : A217-Gr. WC9 Inlet connection : 168.3 X 10.97 mm (ASTM182F12C2) Outlet connection : 273.1 X 9.27 mm (ASTM182F12C2)																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="236 607 328 685">Pos*</th> <th data-bbox="328 607 663 685">Description</th> <th colspan="2" data-bbox="663 607 879 685">Dimension acc to ASME B36.10M</th> <th colspan="3" data-bbox="879 607 1430 685">Connection</th> </tr> <tr> <td></td> <td></td> <th data-bbox="663 685 767 752">NPS</th> <th data-bbox="767 685 879 752">Schedule</th> <th data-bbox="879 685 1007 752">Type</th> <th data-bbox="1007 685 1150 752">Form/Figure</th> <th data-bbox="1150 685 1430 752">Standard</th> </tr> </thead> <tbody> <tr> <td data-bbox="236 752 328 831">G23</td> <td data-bbox="328 752 663 831">Inlet at HP Relief Valve</td> <td data-bbox="663 752 767 831">6"</td> <td data-bbox="767 752 879 831">80</td> <td data-bbox="879 752 1007 831">Butt Weld</td> <td data-bbox="1007 752 1150 831">5B</td> <td data-bbox="1150 752 1430 831">ASME B16.25</td> </tr> <tr> <td data-bbox="236 831 328 909">G24</td> <td data-bbox="328 831 663 909">Outlet at HP Relief Valve</td> <td data-bbox="663 831 767 909">10"</td> <td data-bbox="767 831 879 909">STD</td> <td data-bbox="879 831 1007 909">Butt Weld</td> <td data-bbox="1007 831 1150 909">4</td> <td data-bbox="1150 831 1430 909">ASME B16.25</td> </tr> <tr> <td data-bbox="236 909 328 994">T840</td> <td data-bbox="328 909 663 994">Control Air Connection at HP Relief Valve</td> <td data-bbox="663 909 767 994">G3/4"</td> <td data-bbox="767 909 879 994">-</td> <td data-bbox="879 909 1007 994">Thread</td> <td data-bbox="1007 909 1150 994">-</td> <td data-bbox="1150 909 1430 994">EN ISO 228-1</td> </tr> </tbody> </table>		Pos*	Description	Dimension acc to ASME B36.10M		Connection					NPS	Schedule	Type	Form/Figure	Standard	G23	Inlet at HP Relief Valve	6"	80	Butt Weld	5B	ASME B16.25	G24	Outlet at HP Relief Valve	10"	STD	Butt Weld	4	ASME B16.25	T840	Control Air Connection at HP Relief Valve	G3/4"	-	Thread	-	EN ISO 228-1
Pos*	Description	Dimension acc to ASME B36.10M		Connection																																
		NPS	Schedule	Type	Form/Figure	Standard																														
G23	Inlet at HP Relief Valve	6"	80	Butt Weld	5B	ASME B16.25																														
G24	Outlet at HP Relief Valve	10"	STD	Butt Weld	4	ASME B16.25																														
T840	Control Air Connection at HP Relief Valve	G3/4"	-	Thread	-	EN ISO 228-1																														
*See Indicative Drawing for details.																																				
3.	Valve design	Spindle			vertical																															
		Steam Flow Direction			Under the valve cone in opening direction																															
		Fittings			Perforated cage																															
		KVS-Valve			245 m ³ /h																															
		Seat diameter			According to tech. design																															
		Valve stroke			According to tech. design																															
		Spindle sealing			Graphite /K80S																															
		Leakage Class			EN 1349-Seat leakage IV L1(0.01% KVS value)																															
		Valve welding ends acc.to.			ASME B 16.25 Fig. 4 & 5 B																															
		Yoke Material			Carbon steel																															
4.	Pneumatic Actuator	Spring Working Direction			Opens the valve																															
		Control Air Working Direction			Closes the valve																															
		Solenoid valves idle			Opens the valve																															
		Actuator shall be of proven for the application and shall be subject to BHEL approval																																		
		Travel Time (100% stroke)			Open ≤ 1 sec. Close ≤ 2 sec.																															

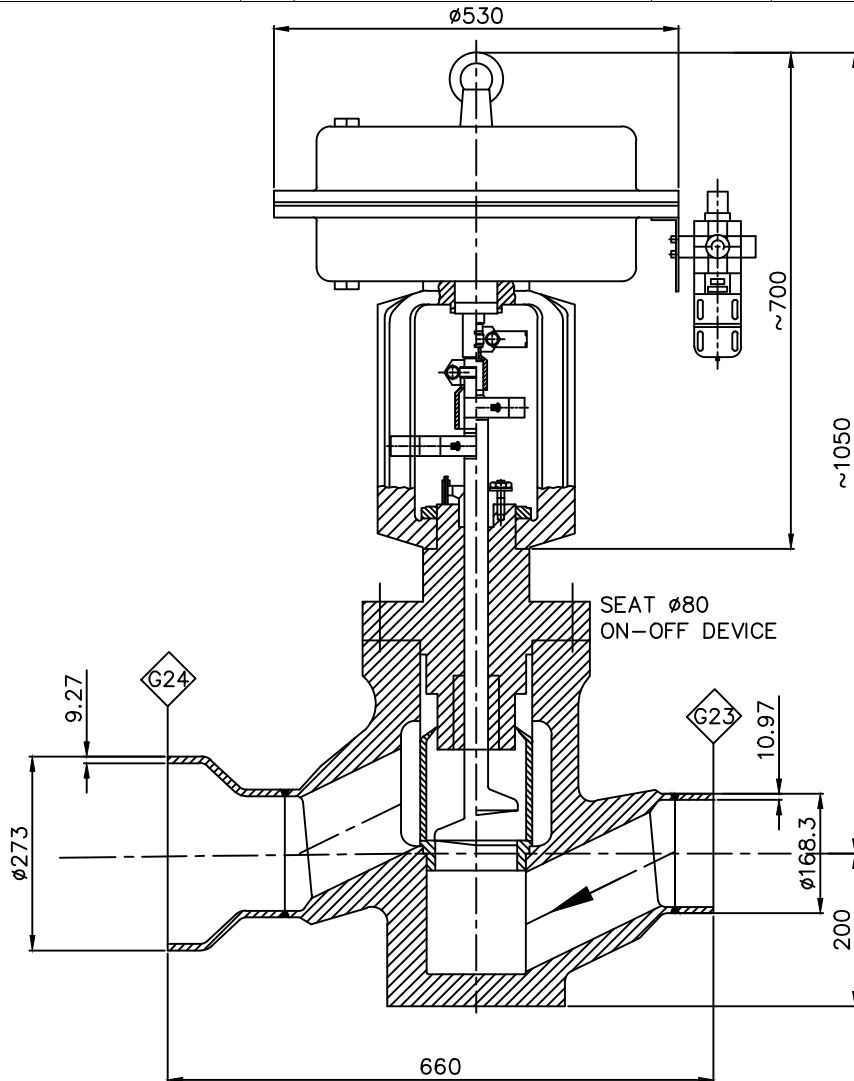
		Fail safe position of actuator	Valve open
		Control Air Connection acc. to	G3/4" (Type Thread as per EN ISO 228-1)
		Pressure of control air	5 bar \leq p <10 bar
		Min available Control Air Pressure for the design of the actuator	5 bar
		Design differential pressure of actuator	\geq 78 bar
		Additional force of the actuator	\geq 20 %
5.	Equipment	3/2-Way-Solenoid valves , connected in series. All pneumatic components are piped. All electrical equipments are wired to a terminal box.	2 pieces
		3/2-way pneumatic valve	2 pieces
		Limit switch-valve OPEN:	1 piece
		Limit switch-valve CLOSED:	1 piece
		Filter Regulator with pressure gauge: Adjustment range 0-10 bar, adjusted and sealed at 5 bar	1 piece
6.	Design parameter	Pressure [bar abs]	Temperature [°C]
	Design(Operating Case)	57.3	346.9
	Maximal long term	64.3	380.9
	Maximal short term:	70.1	442.9
	1000h	17.2	510
	15 min. per event and max.10,000h of lifetime	17.2	480
	1 min per single event	70.0	510
	Inlet Mass flow (KG/S)	37.773	
	The following design data of the adjacent pipes have to be considered:		
	Valve Inlet	70.0 bar	510
	Valve Outlet	4.6 bar	485
	Maximal temperature difference in operation between valve inlet and valve outlet in design case maximal long therm		338.1

	Minimal Pressure at the valve outlet, approx.	0.0710 bar (a)	
7.	Seismic Requirements:	Safe operation	Horizontal: 0.3g Vertical: 0.2 g
8.	Installation	Indoor	
	Ambient Conditions	Ambient Temperature min/max	0°C / 50°C
		Absolute Humidity	≥ 60 g/m ³
9.	KKS Labeling	Unit code	
	HP-Relief Valve	LBC41AA051	
	3/2-Way Solenoid Valve 1	LBC41AA051A	
	3/2-Way Solenoid Valve 2	LBC41AA051B	
	3/2-Way Pneumatic Valve 1	LBC41AA051C	
	3/2-Way Pneumatic Valve 2	LBC41AA051D	
	Proximity Switch – Position 100% OPEN	LBC41CG051B	
	Proximity Switch – Position 0% CLOSE	LBC41CG051C	
	Air filter	LBC41AT021	
	Pressure Relief Valve	LBC41AA261	
	Pressure Gauge	LBC41CP501	
	Terminal Box	LBC41GF051	

Prepared by		Approved by	
Anil Kumar	Mudit Jain	Sandeep Sonkar	Ms Saswati Srivastava
Sr.Engr- TL	Dy.Engr-CIE	Sr.Mgr	AGM-CIE

FIRST ANGLE PROJECTION (ALL DIMENSIONS ARE IN mm) FORM DG 39(B)

REV	DATE	ALTERED	REV	DATE	ALTERED	GMS No./ C.B.O.M.- NO.			STATUS OF DRG U
		CHECKED			CHECKED				
ZONE			ZONE			AGREED DEPT	NAME	SIGN	DATE



NOTE: -

1. VALVE ASSEMBLY WEIGHT IS APPROX. 750.0 Kg
2. WELD EDGE AS PER FORM FIG. 2A OF ASME B16.25.
3. TYPE OF ACTUATOR, NUMBER OF CYLINDERS AND DIMENSIONS OF VALVE AND ACTUATOR AS GIVEN IN THIS DRAWING ARE INDICATIVE.

COPYRIGHT AND CONFIDENTIAL

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETERIMENTAL TO THE INTEREST OF THE COMPANY.

Ref. Drawing No >

Sign & Date

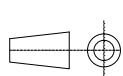


BHARAT HEAVY ELECTRICALS LTD.
RANIPUR, HARDWAR

	NAME	SIGN	DATE	NO. OF VAR -
DRN	P.S.SHARMA	-Sd-	13.10.21	
CHD	ANIL KUMAR	-Sd-	13.10.21	
APPD	S.K.SONKAR	-Sd-	13.10.21	

Inventory No.

DEPT STE
CODE 4011



SCALE
N.T.S.

WEIGHT (KG)
-

REF. TO ASSY. DRG.

ITEM No.
-

TITLE :

HP RELIEF VALVE

CARD CODE

DRAWING NO.
4-13137-W1101

REV
01

SHEET No. 01

No. OF SHEETS 01

Table of content		page
1	Scope of Application	2
2	Type-tested Valves	2
3	Referenced Documents	2
4	Technical Data and Design.....	2
5	Inspection certificate / Declaration of Compliance in Dependence on Fluid, Pressure and Temperature	2
6	QA-Requirements regarding the Valve Manufacturer and his Suppliers	2
7	Manufacturing and Inspection Plan (MIP)	3
8	Condition for Manufacturing.....	3
9	Fabrication and Inspection.....	3
9.1	Steel Castings	3
9.2	Rolled or Forged Material.....	3
9.3	Connecting Elements	3
9.4	Welding.....	3
9.5	Manufacturing Inspections	4
10	Marking	4
11	Surface Protection	4
12	Documentation.....	5
13	Final inspection.....	5
14	Delivery and Packing.....	5
15	Guarantee.....	6
16	Spares	6
17	Special Tools & Tackles	6
18	Supplementary Requirements.....	6
19	Deviations	6

Continued page 2 to 6

1. Scope of Application

This Technical Purchasing Specification covers valves for evacuating of bottled up pressurized steam from steam turbine unit during load throw-off. During normal operation of turbine, this valve shall remain in tightly closed position and down steam side of the valve shall be subjected to condenser vacuum. The valve is to be suitably designed to prevent the ingress of air through valve glands into the system.

The requirements of this specification are valid as far as no other requirements are given in the enquiry.

2. Type-tested Valves

Valves with a valid type-testing certificate according to PED97/23/EC and to the corresponding VdTÜV-Merkblätter, of TRD 110 attachment 1 as well as accordingly to the registration of DIN-DVGW fulfill the requirements of this specification.

For these valves the requirements for manufacturing and testing agreed upon with the TÜVs respectively with the DVGW-federation shall be fulfilled (declaration of commitment).

3. Referenced Documents

- AD2000-W 0
- AD2000-W 7
- AD2000-HP 0
- AD2000-HP 5/3
- TRD 100
- EN 287-1
- DIN EN ISO 15607
- DIN EN ISO 15609-1
- DIN EN ISO 15614-1
- EN 1418
- EN 10028
- EN 10204
- EN 10213
- EN 10222
- EN 10273
- DIN 1690-10
- EN 1559-1
- EN 1559-2
- EN 12266-1/-2
- DIN 17175,
- PED 97/23/EC
- ASME B16.34

In case of differences or contradictions of the referenced documents the higher requirements shall be applied.

4. Technical Data and Design

The criteria, e.g. fluid, pressure, temperature, material of the casing, etc., as well as other technical data are given in the enquiry.

5. Inspection certificate / Declaration of Compliance in Dependence on Fluid, Pressure and Temperature

For all valves an Inspection Certification 3.1 according to EN 10204 must be provided.

6. QA-Requirements regarding the Valve Manufacturer and his Suppliers:

The valve manufacturer as well as his suppliers for the main components like e.g. pressure guiding components, instrumentation and control, shall have an introduced and well-working quality management system, e.g. according to EN ISO 9000 series or equivalent standard. Manufacturers of pressure guiding components shall have in addition a certificate according to AD2000-W 0 respectively TRD 100.

As far as welding will be performed on the valves, the weld shop shall be certified according to AD2000-HPO.

7. Manufacturing and Inspection Plan (MIP)

The valve manufacturer shall prepare a Manufacturing and Inspection Plan containing sufficient information on the sequence and extent of the valve inspections as well as the main raw material and shall deliver this to the purchaser for review at the latest 4 weeks after order receipt, but at least 2 weeks before starting manufacturing.

8. Condition for Manufacturing

Manufacturing of the valve mentioned in point 7 shall not be started before the review for the design as well as for the MIP has been given by the purchaser. To prohibit any delay the valve manufacturer shall call for missing reviews and remind the purchaser on time.

By reviewing the MIP the purchaser does not take on any responsibility for processes or manufacturing details of the valve manufacturer or his suppliers, or for the valve itself.

9. Fabrication and Inspection

9.1 Steel Castings

Steel castings, e.g. valve casings, covers, etc., shall be manufactured and inspected according to EN 10213 and EN 1559 part 1 and part 2 and DIN 1690 part 10, and following minimum requirements:

- Analysis (chemical composition) per heat
- Mechanical properties per heat and heat treatment batch, for castings with an individual weight > 1000 kg testing per casting
- Amount of non-destructive testing according to DIN 1690 part 10:
 - Weld ends of valves without connection pieces: Quality class A with quality grades S1 + V1
 - Transition areas: quality class B with quality grades S2 + V2
 - Weld ends of valves with connection pieces: Quality class B with quality grades S2 + V2
- remaining areas of the casting: quality class D with quality grades S3 + V4; additionally for castings ≥ 500 kg or DN ≥ 400 mm each casting 100% volume inspection shall be performed.

9.2 Rolled or Forged Material

Rolled or forged material, e.g. connection piece, shall be manufactured and inspected according to the corresponding material standard, e.g. EN 10028, EN 10088, EN 10222, EN 10273, DIN EN 10216-2 and DIN 17440, etc. and following supplements:

- Analysis (chemical composition) per heat
- Mechanical properties per heat and heat treatment batch

9.3 Connecting Elements:

Connecting elements shall be manufactured and tested according to AD2000-W 7. As far as there is a requirement for a test certificate for grade properties, this shall be an inspection certificate 3. 1 according to EN 10204.

9.4 Welding

As far as welding will be performed on the valves (also in case of fabrication welding on castings):

- Welding shall be performed only by welders tested in line with EN 287 or mechanized welds by welding operators tested in line with EN 1418
- Corresponding welding procedure specifications and procedure approval records according to
 - DIN EN ISO 15607
 - DIN EN ISO 15609-1
 - DIN EN ISO 15614-1 shall be available.
- Fabrication welds on castings shall be inspected according to DIN 1690.
- Fabrication welds having a length ≥ 150 mm or a depth $\geq 40\%$ of the wall thickness or a depth ≥ 25 mm shall be recorded.
- Design welds shall be inspected according to AD2000-HP 5/3. In case of serial production manufacturer-specific inspection concepts may be applied with written agreement of the purchaser.
- If cast steel parts are subjected to heat treatment in the course of valve manufacture, all parts heated shall subsequently be subjected to a 100% surface crack examination.

9.5 Manufacturing Inspections

Manufacturing Inspections shall be performed according to PED 97/23/EC / EN 12266. The PED 97/23/EC as a superior legislation shall be observed and applied. These are especially:

- a) Pressure test
 - Test P10 according to EN 12266 part 1
- b) Leak test
 - Test P11 + P12, leakage class B according to EN 12266 part 1
- c) Functional test
 - Test F20 according to EN12266 part 2
- d) Verification of dimensions
 - Main dimensions
 - connecting dimensions

All tolerance ranges which are important for the function shall be recorded. As

 - Stem diameter
 - Diameters of guides and fits

10. Marking

Valves shall be marked as follows:

- The name and address or other means of identification of the manufacturer and, where appropriate, of his authorized representative established within the Community
- Nominal diameter
- Nominal pressure class
- Casing material
- Flow direction arrow
- Identification-no. (Also commission-no.)
- The year of manufacture
- Identification of the pressure equipment according to its nature, such as type, series or batch identification and serial number
- Essential maximum/minimum allowable limits
- CE marking is applied for European countries.

Valves with a total weight > 1000 kg shall be marked additionally with a permanent information of the weight on the valve or on an safe name- plate.

The provisional KKS-Labels which are fabricated and properly sized are to be made of plastic or similar unbreakable material and attached to the component by wire. The lettering on the labels should include the KKS classification in back, permanent ink.

Marking of the materials for all pressure loaded casing components shall survive during all manufacturing processes according to AD2000-HP 0.

11. Surface Protection

Surface coating of non-stainless steel valves shall be applied as follows

<u>Paint (Coat)</u>	<u>Paint Type</u>	<u>No. of coat</u>	<u>DFT*</u>
Primer Paint	: Epoxy base Zinc rich primer paint	1 Coat	35
Intermediate Paint	: Epoxy TiO2 Pigmented Polyamide Cured Paint	1 Coat	70
Finish (Final) Paint	: Aliphatic Acrylic 2 Pack Polyurethane Finish paint	2 Coats	75

*DFT – Dry Film Thickness (final) in microns

- Shade as per RAL – Grey 9002

12. Documentation

All the documentation for the delivered valve shall remain with the valve manufacturer and shall be stored for at least 10 years. This documentation shall be labelled such as to ensure traceability and allocation to the corresponding valve and shall be marked as belonging to BHEL. The valve manufacturer shall check the documentation with respect to completeness and correctness before shipping the valve. The valve manufacturer shall certify this at the time of the delivery. It is the obligation of the valve manufacturer to hand over a copy of the total documentation to the purchaser on request and free-of-charge.

BHEL expects a documentation of the module/parts including all instructions which are necessary for service, installation and maintenance. Amendments will be requested separately.

In accordance to the Machinery Directive (98/37/EC) and Pressure Equipment Directive (97/23/EC) the following records and logs shall be provided to the purchaser in any case:

- manufactures declaration
- Declaration of conformity
- Material certificates
- Pressure test
- Non-destructive tests

The documentation - also that of the sub suppliers - shall be written in English language and shall contain at least:

- Test certificates of the prematerial (at least inspection certificate 3.1B according to EN 10204)
- Records of all inspections performed by the valve manufacturer or his sub suppliers during manufacturing:
 - Non-destructive inspections of e.g. weld areas or welds
 - Verification of dimensions
 - Pressure and leak tests
 - Functional tests
- Heat treatments performed
- The European Union guidelines and standards which are valid and can be used for the area of application (e.g. PED 97/23/EG, Low-Voltage Guideline 73/23/EWG, etc..) are to be designated in the declaration of conformity according to the remarks and applied quality modules, and shall include all relevant data (see e.g. appendix VII of Guideline 97/23/EG). Risk disclosure and danger analyses in accordance with EN 1050 are to be handed over to BHEL if necessary.

- If materials without European material approval are drawn on for the order (order papers/designs) (e.g. ANSI/ASME materials) appropriate substitute certificates from a designated authority shall be procured and documented accordingly. If the order pertains to a component of a total design group, then all certificates and certification of the component of the highest category of the total design group shall be made available.

13. Final inspection

The purchaser reserves the right to perform final inspections on his ordered parts in the shop of the valve manufacturer, as well as in the shop of his sub suppliers

14. Delivery and Packing

Details regarding delivery are given in the order, however at least following details shall be given together with the delivered parts:

Actualization of standards and instructions

- Purchaser
- Order-no. / project
- Manufacturer commission-no. / works-no.
- Specification
- Number of pieces
- Type / item
- Nominal diameter [DN]
- Maximum allowable pressure [PS]
- Maximum allowable temperature [TS]
- Fluid
- Manufacturer drawing-no.
- Identification-no. of the valve
- Piece weight

Together with the delivery of the valve the valve manufacturer shall hand over a certificate 2.1 according to EN 10204 in English, which confirms that the delivered valve fulfills the requirements given in the order and in this specification. Furthermore the valve manufacturer shall confirm that only materials as listed in the design bill of material have been used and that the documentation is available in his shop in line with Item 12 above and that he has checked the documentation carefully.

Packing of the valve shall be as follows:

- The valve shall be packed and locked that way, that in general case any damage will be prohibited.
- All openings shall be plugged.
- Detail parts respectively components shall be packed individually, however assignment shall be

ensured.

- As far as necessary accessory devices for transportation purposes shall be attached to the valve and/or to the packing, e.g. lifting eyes and lifting signs.
- Bearing areas shall be marked, if necessary.

15. Guarantee

The supplier shall guarantee trouble free operation of the equipment for a period of 2 years after installation and commissioning or a period of 3 years from the date of dispatch of equipment whichever is earlier.

If during erection/commissioning and operation at site, any defect in any component is detected, purchaser's / owner's site representative shall prepare the assessment report and a copy of the same shall be forwarded to the supplier. The supplier shall replace / rectify the concerned items free of charge. The supplier, if he so desires, may depute his representative to site at his own cost otherwise the report of purchaser's / owner's site representative shall be binding on the supplier.

16. Spares

The offer of valves shall include the requirement of spares to be made available at the time of erection & commissioning. A separate offer of spares to be required for 3 to 5 years of operation shall also be separately enclosed along with main offer.

17. Special tools & tackles

Any special tools & tackles, required for erection, commissioning and maintenance of valves shall be included in main offer per set of valves.

18. Supplementary Requirements

The valve manufacturer shall send following documents in triplicate written in English language to the purchaser's department for records. Documents listed under a) and c) shall be delivered with the order acknowledgement:

- a) Part drawing showing the function of the valve and the design bill of material
- b) Operating and maintenance instruction
- c) Spare part list

19. Deviations

Equivalent ASME B16.34 requirements may be considered in place of given in PED 97/23/EC / EN 12266.

Any deviation from this purchasing specification has to be reported to the purchaser immediately.

Any deviation is accepted only if this has been approved or accepted by the purchaser in writing.

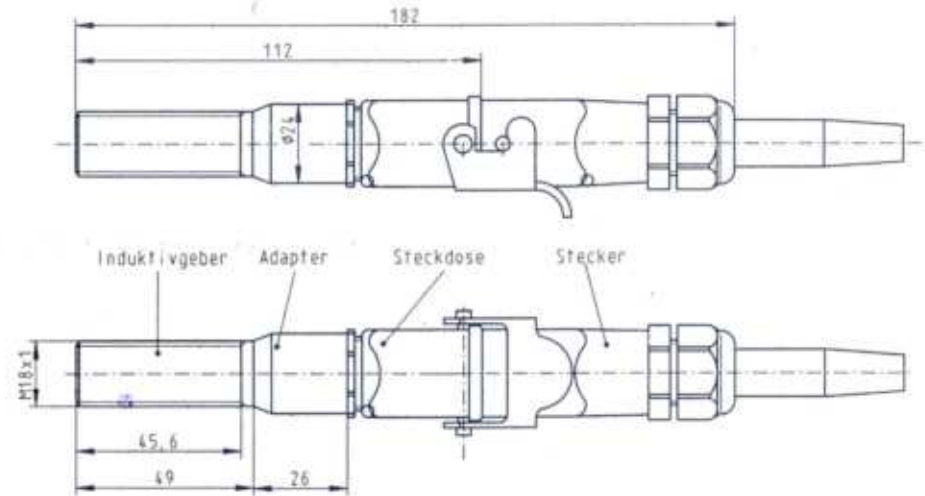
In case of any deviation from the specified properties, also if the proof by testing is not required, the purchaser has the right to reject the material.

BERUEHRUNGSLOSER INDUKTIVGEBER

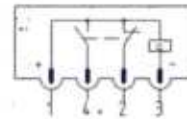
TYP IFL 5-18-11zSPK-1952-2

IFL5-18-11zSPK

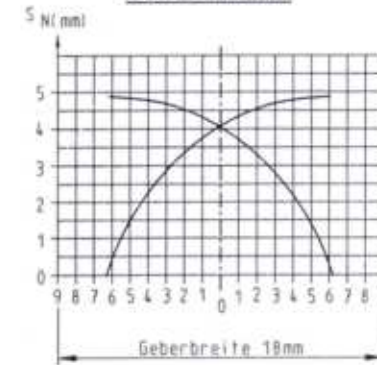
- | | |
|-------------------------------------|---|
| Einbau im Metall | : buendig |
| Einbaulage | : beliebig |
| Gehaeuse | : Ms-vernickelt |
| Sensorflaeche | : Crastin |
| Anzugsmoment | : max. 1300 Ncm |
| Schockfestigkeit | : 30g, 11 ms gem. IEC68-2-27 |
| Vibrationsfestigkeit | : 10 Hz-55 Hz, 1 mm gem. IEC68-2-6 |
| Schutzart | : IP 67 fuer den Naerungsschalter
IP 54 fuer die Steckverbindung |
| schaltend nach | : P |
| Elektrischer Anschluss | : ueber Steckverbindung Harting HAN 70 mit 0,5mm ² Goldkontakten
(Stecker gehoert zum Lieferumfang) |
| Messart | : induktiv |
| max Schaltfrequenz | : 500 Hz |
| Nennspannung | : 24 VDC |
| Spannungsbereich | : 10-60 VDC |
| Restwelligkeit | : 10% |
| Einschaltdauer | : 100 % |
| Leerlaufstrom | : $4,8\text{ mA}$ |
| Laststrom | : 100 mA |
| Verpolungsschutz | : ja |
| Ueberlast- u. Kurzschlusschutz | : ja |
| Nennschaltabstand | : 5 mm |
| Hysterese bei 20 Grad C | : $0,5\text{ mm}$ (seitliches Anfahren bei 1,5mm Abstand) |
| Hysterese bei 110 Grad C | : $1,0\text{ mm}$ (seitliches Anfahren bei 1,5mm Abstand) |
| Wiederholgenauigkeit bei 20 Grad C | : $0,10\text{ mm}$ (seitliches Anfahren bei 1,5mm Abstand) |
| Wiederholgenauigkeit bei 110 Grad C | : $0,25\text{ mm}$ (seitliches Anfahren bei 1,5mm Abstand) |
| Temperatur | : -25 Grad C bis 110 Grad C |
| Ausgang | : Wechsler |
| Revisionslose Betriebszeit | : min. 24.000 h |
| Lieferant | : K. A. Schmersal & Co
Moedinghofe 30
5600 Wuppertal 2 |



Anschlussbild



Schaltkurve



NOTE: 4wire Proximity switch, for taking these wires for termination in JB, NC contact not used, Refer, Sh. 4.

Geräteschlüssel : **LG8A0**
INSTRUMENTATION KEY:

TITEL : PROXIMITY SWITCH

BHART HEAVY ELECTRICAL LTD

Drawing No. 41810221002

HARIDWAR, RANIPUR, INDIA-249403

Sh 1

PROXIMITY SWITCH FOR HPT EVACUATION

Translated version Doc. No. 41810221002

TYP IFL S-18-11zStPK-1952-2

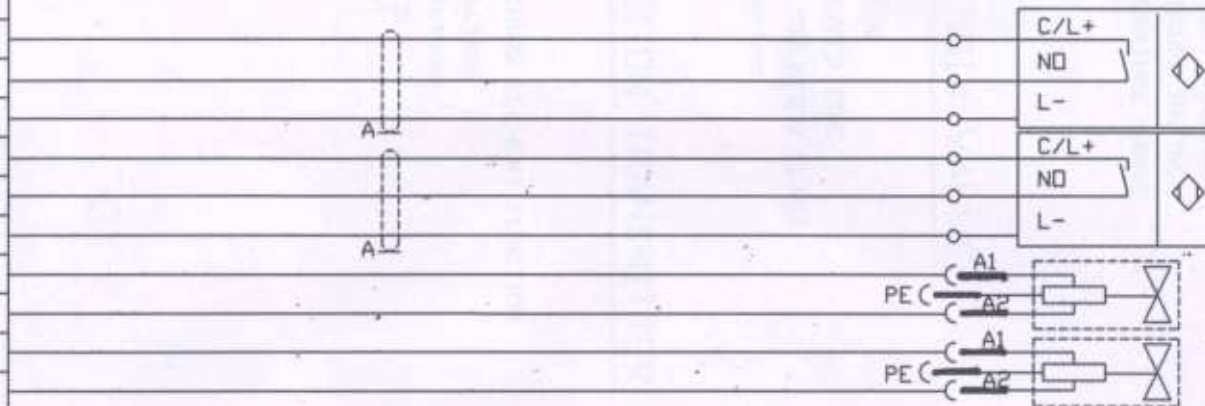
MOUNTING IN METAL:	to be flush in metal
Mounting position:	Any position
Casing:	Ms. Nickel plated
Sensor surface	Crastin
Stud torque	Max 1300 Ncm
Shock reaction	30 gm, 11ms gem. IEC 68-2-27
Resistance to vibration	10Hz 55 Hz, 1mm.
Protection	IP67 for proximity probe
Protection	IP 54 for plug connector
Switching to	P
Electrical connection	4 wire with Harting HAN 7D plug socket, with 0.5 mm ² gold contact
Mode of measurement	Inductive
Max switching frequency	500Hz
Voltage supply	24V
Supply range	10-6 VDC
Residual ripple	≤ 10%
Running time	100%
Stand by current	≤ 4.8 mA
Running current	≤ 100mA
Non reversible	Yes
Overvoltage protection (short ckt. proof):	Yes
Operating distance	5 mm
Switching hysteresis at 20 Deg	≤ 0.5mm(1.5 mm distance)
Switching hysteresis at 110 Deg	≤ 1.0mm(1.5 mm distance)
Repeat accuracy at 20 Deg	≤ 1.0mm(1.5 mm distance)
Repeat accuracy at 110 Deg	≤ .25mm(1.5 mm distance)
Temp sensor	-25°C to to 110 °C
Output	1 changeover contact with snap action
Inspection time	min 24000 hr
Manufacturer	KA Schemersal & Co Moeddinghofe & co 5600 Wupertal 2

TEST & INSPECTION

- 1.0 Type Test
 - 1.1.0: Degree of protection
- 2.0 Routine Test
 - 2.1.1: Functional and calibration test for limit switch
 - 2.1.2 Fail safe position of actuator
 - 2.1.3 Fully assembly i.e. the valve along with Pneumatic actuator shall be
- 3.0 Tested for proper function.
 - 3.1.0 Test and Guarantee Certificate Results of all tests enumerated in above shall be compiled in test certificate and to be submitted.
- 4.0 Vendor shall provide our inspector or authorized representative all facilities to witness the tests.

LBC41GF051:- X01

1	o	LBC41CG051C
2	o	LBC41CG051C
3	o	LBC41CG051C
4	o	LBC41CG051B
5	o	LBC41CG051B
6	o	LBC41CG051B
7	o	LBC41AA051A
8	o	LBC41AA051A
9	o	LBC41AA051B
10	o	LBC41AA051B
SH	o	SHIELD
SH	o	SHIELD
PE	o	GROUND
PE	o	GROUND



ASSIGNMENT OF CORE CONDUCTOR COLOURS (DINIEC 757)

- BK: BLACK
- BN: BROWN
- BU: BLUE
- GY: GREEN
- GR: GREY
- DG: ORANGE
- PK: PINK
- PU: PURPLE
- RD: RED
- WH: WHITE
- YE: YELLOW

- * THE JUNCTION BOX AND THE JUNCTION BOX COVER HAS TO BE LABELLED WITH ' LBC41GF051'
- * SHIELD (A), IF AVAILABLE, CONNECTED TO SHIELD TERMINALS (SH)
- * GROUND (PE) CONNECTED TO GROUND TERMINALS

TITLE: CONNECTION DIAGRAM HP DUMP VALVE LBC41

REV

REMARKS



BHARAT HEAVY ELECTRICALS LIMITED
HARIDWAR

DRAWING NO. 41810221002

SH. NO. 4
BHEL, HARIDWAR

GENERAL REQUIREMENTS:

VOLTAGE: 24 V DC
VOLTAGE TOLERANCE: min. +10/-15%
ENCLOSURE RATING: min. IP65/ NEMA 4
TEMPERATURE RANGE: + 5°C TO 70°C (+41°F TO 158°F)

SOLENOID VALVE:

Relative ENERGIZED TIME: 100%
CONSTANT RATED
COIL ISOLATION CLASS F
Connection: plug acc. TO DIN EN 175301-803

POSITION TRANSMITTER:

TYPE: INDUCTIVE
SWITCHING ELEMENT FUNCTION PNP NORMAL OPEN
Connection: 3-POLE
Connection: plug acc. TO DIN EN 175301-803
SHIELD: NOTREQUIRED BUT WIRED IF AVAILABLE

TITLE: ELECTR. SPEC. SOLENOID/GENERAL
/24DC/INDOOR



BHARAT HEAVY ELECTRICALS LTD
HARIDWAR, RANIPUR, INDIA-249403

DRAWING NO. 41810221002

SH. NO.
5

HOOKUP DIAGRAM NO. 41810221002		date:	23/04/2012
revision:		check:	SSRAMA
		sh. no. &:	
		plant:	BARA

Air pressure Spring bar stroke mm
 mounting position: vertical

Pos.	Qty.	Description	Type/Manuf.	Pneu. con.	Part No.
2	1	Air set			
2	2	Solenoid valve			
4	2	1/2" air pressure valve			
5	2	1/2" air booster valve			
6	1	Pressure Actuator			
7		Lock up valve			
8		Miscellaneous			
9		Booster			
10					
11					
12		Pn. Connection			
13		Vent Filter			
14		Filter	<input type="checkbox"/> IP54 <input checked="" type="checkbox"/> IP65		
15	2	Limit Switches Fx. Schmersal	FL 9-18-102 4790-180-2		
Pipe	Size	Dimensions	Material		
	Ø5x2,5	(mm)	SS		
Fitting	<input checked="" type="checkbox"/> BURETO <input type="checkbox"/> SVEGLOK <input type="checkbox"/> PARKER				
	Direction	100...01	0...1000	ON/OFF with Solenoid valve	
Stroking time	Requested (s)				
	Measured (s)				

DATA SHOWN ARE INDICATIVE.

10 LBC41 AA051

RELATED DRAWINGS:

ADDITIONAL NOTES:-

1. TWO NOS ADAPTORS WITH 1/2" FERRULE FITTING FOR CONNECTION TO G1/2" LINE ARE REQUIRED. ALSO G1/2" LINE (APPROX 2 METERS) ARE REQUIRED.
2. LIMIT SWITCHES AND SOLENOID VALVE SHOULD NOT BE MOUNTED ON VALVE TO AVOID DAMAGE DURING ERECTION OF VALVE. THE SAME SHOULD BE LOOSELY PACKED IN A SEPARATE WOODEN BOX / COMPARTMENT TO AVOID BREAKAGE.
3. PROPER LABELLING SUCH AS 'ITEM NAME', 'PO', ETC SHALL BE CLEARLY INDICATED ON THE LOOSE PACKAGE BOX FOR IDENTIFICATION IN CASE OF MISPLACEMENT .

