

	<p align="center"> PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5773 </p>	<p align="center"> ENQUIRY NO. B/4011/2019/3418V1 PACKAGE: DRY AIR PRESERVATION SYSTEM PROJECT: 2X660 MW KHURJA </p>
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INSTRUCTION TO BIDDERS

1. SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for the supply of Dry Air Preservation System as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Total Quantity	Date for Supply Completion	Project
1	W90312076118 DRY AIR PRESERVATION SYSTEM AS PER DRAWING NO. 01207650000	1 NO	31/12/2022	2X660MW KHURJA

2. PROJECT INFORMATION

Project Name	KHURJA STPP U-1: 660 MW
Name of the End Customer	THDC INDIA LIMITED
Consignee Address	2 X 660 MW KHURJA SUPER CRITICAL THERMAL POWER PROJECT, DISTRICT BULANDSHAHR, U.P.

3. EARNEST MONEY DEPOSIT (EMD)

3.1 Bidder must submit their offer along with the following Earnest Money Deposit (EMD) in a separate sealed envelope:

Details	Amount In INR	Type
EMD	Rs. 40,000/-	Refundable

- a. EMD shall not carry any interest.
- b. Modes of deposit:
The EMD may be accepted only in the following forms:
 - (i) Electronic Fund Transfer credited in BHEL account (before tender due date / tender opening date.
 - (ii) Banker's cheque / Pay order/ Demand Draft, in favor of BHEL, Haridwar (along with offer)
- c. The demand drafts shall be in favor of "BHEL Haridwar". In case of foreign bidders, E-Payment is also acceptable. For e-payment, RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

- d. Bidders already registered at BHEL-HEEP Hardwar (i.e. PMD Vendors) for these items are exempted from submission of the EMD.
- e. MSE Suppliers are exempted from submission of the EMD.

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- f. Bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value shall be liable for rejection.
- g. The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be refunded after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening (PART-I).

4. PRE-QUALIFICATION REQUIREMENT (PQR)

The Pre-Qualification Requirements have been compiled and placed as **Document No. STE/TE/PQR/DAPS/10857**. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.

Important Note: Bidders should ensure completeness and correctness of all supporting documents of PQR along with their offer. BHEL reserve the right to close PQR 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, may be ignored and no-further correspondence shall be entertained thereafter.

5. SUBMISSION OF OFFER

Offers to be submitted on NIC portal i.e. <https://eprocurebhel.co.in/>. Instructions for online bid submission is attached separately.

- a. **COVER-1:** Proof of payment of EMD, Pre-Qualification Requirements (PQR) and Technical Documents.

COVER-1 will be opened on Due Date and time specified in the Enquiry, or extension thereof. Incomplete offers are liable to be rejected.

- b. **COVER-2 (PRICE BID)** should be strictly submitted in BOQ xls. Format uploaded with enquiry. Price bid of only techno-commercial acceptable bidders will be opened. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 3 above.

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

<p>Mr. Diwakar Vikram Singh Designation: Engineer (PPX-BOI) HEEP, BHEL, Haridwar- 249403 Uttarakhand, India Email ID: diwakarv@bhel.in Tel: +91 1334 28 4175</p>	<p>Mr. Amit Kumar Singh Designation: Manager (PPX-BOI) HEEP, BHEL, Haridwar- 249403 Uttarakhand, India Email ID: amitksingh@bhel.in Tel: +91 1334 28 1150</p>
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- d. As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).

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- e. Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.

6. PUBLIC PROCUREMENT / MAKE IN INDIA (GOVT-NOTIFICATION)

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.

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.

The margin of purchase preference for 'Class-I local Supplier' 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.

Also refer GISTC enclosed with the enquiry for further details.

Note: Please note that Non- local suppliers are not allowed to participate in this NIT. Only Class-I local Supplier & Class-II local Supplier are allowed to participate in this NIT. However, Purchase Preference will be given to Class-I local Supplier only. Format of Make in India deceleration certificate is enclosed. Kindly submit signed & stamp copy of the same along with your offer.

7. DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

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

8. IMPORTANT NOTE

NIT: MATERIAL DETAILS AND INSTRUCTION TO BIDDERS are to be read along with Additional Terms and conditions of tender enquiry (Annexure-A) and GISTC (Version



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
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ENQUIRY NO. B/4011/2019/3418V1
PACKAGE: DRY AIR PRESERVATION SYSTEM
PROJECT: 2X660 MW KHURJA

June-2021, Rev: 06). 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 NIT: MATERIAL DETAILS AND INSTRUCTION TO BIDDERS followed by Additional Terms and conditions of tender enquiry (Annexure-A) followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry).

Kindly ensure the timely submission of your offer (by 13:45 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances.

For and on behalf of BHEL, Hardwar

**(Amit Kumar Singh)
Manager (PPX/BOI)**

 BHEL Tenders		Government eProcurement System		
		Tender Details		
		Date : 11-May-2022 03:21 PM		
		 Print		
Basic Details				
Organisation Chain	Bharat Heavy Electricals Limited HEEP-Haridwar BOI			
Tender Reference Number	B/4011/9/3418V1			
Tender ID	2022_BHEL_12215_1			
Tender Type	Open Tender	Form of contract	Buy	
Tender Category	Goods	No. of Covers	2	
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes	
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No	
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No	
Payment Instruments		Cover Details, No. Of Covers - 2		
Offline	S.No	Instrument Type	Cover No	
	1	DD		
	2	Bankers Pay Order(BPO)		
			Cover	
			Document Type	
			Description	
	1	Fee/PreQual/Technical	.pdf	Proof of submission of Earnest Money Deposit (EMD) or Reason for EMD exemption / non-submission
			.pdf	Reply to each point of Pre-Qualification Requirements (PQR) along with all supporting documents
			.pdf	Complete Techno-commercial offer along with Certificate for Minimum Local Content
			.pdf	Pointwise reply/ confirmation against Additional Terms and Conditions of Tender Enquiry (Annexure-A)

		.pdf	SIGNED and STAMPED COPY OF GISTC
2	Finance	.xls	Priced Bid (BOQ)

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	40,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Payable To BHEL Hardwar	EMD Payable At	Payable At Haridwar

[Click to view modification history](#)

Work /Item(s)

Title	DRY AIR PRESERVATION SYSTEM FOR 2X660 MW KHURJA				
Work Description	PROCUREMENT OF DRY AIR PRESERVATION SYSTEM FOR 2X660 MW KHURJA				
Pre Qualification Details	AS PER TENDER DOCUMENTS				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	16,35,000	Product Category	Electrical Work/ Equipment	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	150
Location	2X660 MW KHURJA	Pincode	203131	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	HEEP HARIDWAR
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	11-May-2022 03:30 PM	Bid Opening Date	01-Jun-2022 02:00 PM
Document Download / Sale Start Date	11-May-2022 04:00 PM	Document Download / Sale End Date	01-Jun-2022 01:45 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	12-May-2022 09:00 AM	Bid Submission End Date	01-Jun-2022 01:45 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT - Tender Enquiry	1439.90

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	ITB.pdf	INSTRUCTION TO BIDDERS	543.69
	2	Tender Documents	ATC.pdf	ADDITIONAL TERMS AND CONDITIONS OF TENDER ENQUIRY (ANNEXURE-A)	398.48

3	Tender Documents	GISTC_IND_TE_Ver_June_2021.pdf	General Instructions and Standard Terms and Conditions for bidding against Tender Enquiry (GISTC) For Indian Bidders (Version June-2021, Rev 06)	600.13
4	Tender Documents	PQR_Spec_QP.pdf	PRE QUALIFICATION REQUIREMENTS (PQR), TECHNICAL SPECIFICATIONS AND STANDARD QUALITY PLAN	4347.55
5	BOQ	BOQ_12898.xls	PRCIE-BID FORMAT (BOQ)	316.00
6	Additional Documents	MIIFormat.pdf	SAMPLE FORMAT OF CERTIFICATE FOR MINIMUM LOCAL CONTENT	8.67

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	diwakarv@bhel.in	Diwakar Vikram Singh	DIWAKAR VIKRAM SINGH
2.	dgorain@bhel.in	Devanand Gorain	DEVANAND GORAIN
3.	kks@bhel.in	K K SINGHAL	KAMAL KISHORE SINGHAL
4.	dharams@bhel.in	Dharam Singh	DHARAM SINGH

GeMARPTS Details

GeMARPTS ID	CYA32QK2AYDZ
Description	DRY AIR PRESERVATION SYSTEM
Report Initiated On	11-May-2022
Valid Until	10-Jun-2022

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

Tender Inviting Authority

Name	AMIT KUMAR SINGH
Address	PPX-BOI DEPARTMENT 4TH FLOOR, MAIN ADMINISTRATIVE BUILDING, HECP, BHEL, RANIPUR, HARIDWAR - 249403

Tender Creator Details

Created By	Diwakar Vikram Singh
Designation	ENGINEER (PPX-BOI)
Created Date	11-May-2022 02:38 PM

M/S. OPEN TENDER

DUEDATE

01-06-2022

BHEL

HARIDWAR249403

Vendor Code

00001

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
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1	W90312076118 DRG: 01207650000 REV: DRY AIR PRESERVATION SYSTEM AS PER DRAWING NO. 01207650000	1	NO	1	1 31/12/22
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** IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Special Instructions:

1. PQR, INSTRUCTION TO BIDDERS, ADDITIONAL TERMS & CONDITIONS (ANNEXURE-A), GISTC AND BOQ ATTACHED.

General Instructions:

Please visit our site www.bhelhwr.co.in for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services.

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs

MATERIAL CODE	QUANTITY	UNIT	LOTNO
ITEM DESCRIPTION			

shall be exempted from Public Procurement (Preference to Make in India),
Order 2017 dated 15.06.2017 & 28.05.2018
Kindly produce GeM seller Id with documentary proof along with your Bids/offers
for case Value more than 25 Lacs.

DIWAKAR Digitally signed
by DIWAKAR
VIKRAM VIKRAM SINGH
SINGH Date: 2022.05.11
13:47:47 +05'30'

DIWAKAR VIKRAM SIN
ENGINEER (PPX-BOI)



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
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ENQUIRY NO. B/4011/2019/3418V1
PACKAGE: DRY AIR PRESERVATION SYSTEM
PROJECT: 2X660 MW KHURJA

ANNEXURE-A

ADDITIONAL TERMS AND CONDITIONS OF TENDER ENQUIRY

Additional Terms and conditions of tender enquiry (In addition to General instructions and standard terms & conditions as enclosed)

Sl. No.	Terms	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions	<p>Please submit signed and stamped copy of Confirmation to General Instructions and standard terms & conditions (enclosed) as your acceptance to these terms and conditions.</p> <p>Deviation to "General Instructions and standard terms & conditions", if any, shall be submitted along with offer in separate documents.</p> <p>Please note that in case no- deviation sheet of "General Instructions and standard terms & conditions", is received along with offer, it will be presumed that all terms and conditions mentioned in "General Instructions and standard terms & conditions" shall be acceptable to you and your offer will be processed accordingly</p>	
2.	Evaluation criteria	Evaluation shall be done on total landed cost to BHEL up to project site for all quantity of each material code separately.	
3.	Documents	<p>Kindly confirm that the following documents have been submitted along with your offer:</p> <ol style="list-style-type: none">1. Requisite EMD (if applicable)2. Complete Technical offer with relevant drawings/ documents /QP etc. (as per Special Instructions mentioned in Annexure-B).3. Documents in support of Pre-Qualification Requirement (as defined in Annexure-A)	
4.	Validity	<p>Confirm that the validity of the offer shall be 120 days from the due date of opening of Techno-Commercial offers.</p> <p>It should also be noted that offers quoting the validity less than 120 days from EOD (Enquiry Opening Date), may not be considered by BHEL.</p>	
5.	Basis of quotation	The prices are necessarily to be quoted as per Price-Bid Format (BOQ) on F.O.R. 2X660MW KHURJA site basis.	
6.	Delivery	<p>Please note that material is required as per the deliveries mentioned in lot date of enquiry. Please quote your deliveries accordingly in no. of weeks from the date of PO considering below mentioned clause of document approval and time required by BHEL for issue of Material dispatch clearance (MDCC).</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</p>	

(Signature of the Vendor with Seal)



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ENQUIRY NO. B/4011/2019/3418V1
PACKAGE: DRY AIR PRESERVATION SYSTEM
PROJECT: 2X660 MW KHURJA

ANNEXURE-A

		delivery as per site progress, BHEL reserve the right to reject your offer.	
7.	Engineering Document/ Document approval	Drawings/Data sheets/documents as called for in the specifications (if any) 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.	
8.	Payment Terms	Payment terms shall be as per GISTC. Please confirm your acceptance for the payment terms of GISTC. "Receipt and Acceptance" wherever referred in payment terms clause of GISTC may be treated as "Receipt of material at site". In case of deviation in payment terms w.r.t. tender conditions, offer shall be evaluated after loading on account of deviation in payment terms as per extended rules of BHEL.	
9.	Liquidated Damages (LD) for Late Delivery	In case of delay in supply of material beyond the agreed contractual delivery, 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. Please confirm. For Supplies from outside India, the date of OBL (Original Bill of Lading)/ Air Way Bill (AWB) would be treated as the date of delivery for penalty purposes. The date of GR (Goods Receipt)/ LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes. In case of any deviation to the above penalty clause, BHEL reserves the right to load the offers to the extent to which it is not agreed by vendors (at offered value).	
10.	Quality Requirements	Please confirm that Inspection shall be by BHEL nominated inspection agency (BVIL) as per enclosed BHEL SQP No. QA/BE/QP/328 Rev.02. Please submit signed & stamped copy of enclosed BHEL SQP No. QA/BE/QP/328 Rev.02 along with your offer as a token of your acceptance. The charges for carrying out inspection would be borne by BHEL; however, the co-ordination with the Third Party Inspection Agencies would be the sole responsibility of the bidder.	
11.	MDCC clause	Please note that, material shall be dispatched only after issuance of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TC) and inspection report of third party (IR) in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs & IR in hard copy, if complete clear w.r.t. approved quality plan and comply with approved technical documents. In case of any delay on account of BHEL delivery shall be re-scheduled accordingly	
12.	Guarantee	Guarantee shall be 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier. Guarantee certificate is to be provided along with shipping documents.	

(Signature of the Vendor with Seal)



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ENQUIRY NO. B/4011/2019/3418V1
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PROJECT: 2X660 MW KHURJA

ANNEXURE-A

13.	Operation & Maintenance Manual	O&M manuals are required in 5 CD ROMS & 15 Hard copies. You are required to put 1 no. of O&M manuals (hard copy) & 1 CD ROM in the packing box and description of same should be appeared on the shipping / packing list. 4 CD ROMS & 14 Hard copies should be send to AGM (PPX-BOI) at BHEL—HEEP Haridwar, immediately after dispatch. Please confirm.	
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BHARAT HEAVY ELECTRICALS LIMITED, HARIDWAR
STEAM TURBINE ENGINEERING Department

DOCUMENT NO. STE/TE/PQR/DAPS/10857	
Dt:	17.02.2020
Pg. No.	1 of 1

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

Technical Pre-Qualification Requirement for Dry Air Preservation system

- Vendor shall be manufacturer or authorized supplier/trader of Desiccant based Dry Air Preservation system.
 - In case of manufacturer, vendor to submit credentials like manufacturing facilities or Govt. Authorized Certification/Certification from recognized agency like ISO for manufacturer.
 - In case of Trader/Authorized supplier, vendor to submit valid authorization letter/certificate from principal manufacturer stating that the vendor is authorized to do business dealing on behalf of principal manufacturer. Also credentials of manufacturer (i.e. for principal manufacturer) as stated above in point 1a is to be submitted.
- Vendor should have supplied at least 2 no. Desiccant based Dry Air Preservation System used in 100 MW or above capacity Steam Turbine or Gas Turbine during last 7 years from the date of enquiry. In support of above vendor to support credentials (i.e. unpriced copy of Purchase Order, Inspection Report /Test Certificates /commissioning report dully signed and approved by Customer) with technical offer.
- Vendor should have various in-house testing facilities at manufacturer end or principal supplier (i.e. Airflow rate, total pressure drop, temperature and relative humidity of Dry air at outlet, Noise level, HV & IR Test etc.). Vendor to furnish confirmation of above listed testing facilities and furnish list of all in-house facilities. In case of non-availability of specific in-house facility, vendor must have tie-up with international / national reputed accredited testing agency / institute. The details of the same to be furnished with the offer.

M. Mittal
M. MITTAL
Jy. Manager / STE-TE

Pradeep Kumar
17/2/2020
(प्रदीप कुमार कन्नोजिया)
अ. प्रबंधक - अ. ई.



**Technical Delivery Condition for
DRY AIR PRESERVATION**

TDC-F-01207650000-00
REV.NO. 01
Page 1 of 3

APPLICATION OF EQUIPMENT

Dry Air Blowing equipment shall be used for removing the moist air from turbine and replacing it with dry air during Erection and shutdown of turbine to prevent corrosion.

GENERAL

The dehumidifier consists of a slow rotating disc containing a highly hygroscopic substance. Filtered process air (through a colloidal filter) from the machine hall is drawn into the dehumidifier by a fan. The air then passes through the adsorption section of the rotating disc. The dried air is led into the Turbine casing.

In the regeneration section of the rotating disc, the adsorption substance which has accumulated the moisture is dried by a reverse flow of hot regeneration air also drawn from the Machine hall. The moist air is led out to the atmosphere.

As the disc rotates, there is continuous moisture removal by the adsorbent and its simultaneous regeneration takes place. After regeneration, the adsorbent is again capable of absorbing moisture. Both the cycles, adsorption of moisture and regeneration of drier wheel material takes place with separate air flows constantly so that continues drying of air takes place.

The dehumidifier is equipped with in-built filters at process air and reactivation air inlets, fans for air suction, heaters in reactivation zone with thermostat for temperature control and motors. The complete dehumidifier unit is housed in a steel cabinet. All internal electrical connections should be completely wired and only the power source need to be connected to the equipment.

SALIENT FEATURES OF THE DEHUMIDIFIER UNIT

- a. Desiccant rotor.
- b. Pre-cooling & post cooling arrangement, if required.
- c. Electrical Heating element: To heat air required for regeneration of desiccant
- d. Blower: Centrifugal blower, dynamically and statically factory balanced.
- e. RH (Relative humidity) & temperature monitors.
- f. Totally self-contained unit
- g. Skid mounted
- h. Easy to operate from local control panel in auto as well as manual mode
- i. Painted with colour shade RAL7035 or 631 of IS: 5.

Note: Above mentioned are basic requirement, additional requirements apart from above shall be as per Vendor's design.

DESIGN PARAMETERS:

- 1. Flow rate of dehumidifier:
Equipment 1: 100-150m³/h, Qty 1no.
Equipment 2: 2000-2400m³/h, Qty 1no.
- 2. Design Ambient temperature: 30°C
- 3. Relative Humidity at process inlet : 75%
- 4. Relative Humidity at process outlet: <11%
- 5. Maximum Temperature of Dry air at Outlet : 60°C
- 6. Reactivation outlet temperature: 60-85°C
- 7. Power supply : 415V/3phase/50HZ or 230V/1phase/50HZ

8. Noise level at full load, when measured at a distance of 1 meter and height of 1.5m : < 85dB(A)
9. Should be capable to handle total pressure drop in the system.

TECHNICAL REQUIREMENTS

1. AIR FILTER

- a. Air filters of minimum standard EU3 shall be used to remove particulate substances from air stream
- b. Filter sizing should be done as per process requirement.
- c. Filters with easier maintenance and cleaning are preferred.

2. DESICCANT ROTOR

- a. Absorbent should be non-toxic and non-flammable.
- b. Rotor should be non-flammable and water washable.
- c. It should not add any additional odours to the circulating air.
- d. Temperature required for regeneration of desiccant should not be higher than 130 deg. C.
- e. Manufacturer make, Material, Shelf life and Technical specifications of desiccant wheel to be specified by supplier.

3. INSTRUMENTATION

- a. Temperature & humidity indicator cum controller, PLC are to be provided with the system.
- b. All instruments shall confirm to IP 54 rating (minimum). All instruments should be placed inside the panel.
- c. Area where the dehumidifier unit is to be kept is non-hazardous area.

4. LOCAL CONTROL PANEL

- a. Local control panel is to be supplied with the dehumidifier unit at suitable location to facilitate easier supervision / operation by operator.
- b. Dehumidifier unit should be operable in both auto as well as manual mode.
- c. The dehumidifier unit should be fully operable from the local control panel. Potential free contacts shall be provided inside the local control panel.
- d. Provision of digital display of operating parameters like, total operating hours, running status of all motors and heaters, temperature and humidity conditions etc. are required in the local control panel.
- e. The system should have sufficient interlocks, trips, alarms etc. for smooth and safe operation. Supplier to submit the complete control & interlock diagrams indicating all the controls, displays, fault alarms, safety interlock that shall be incorporated in the PLC with technical offer.
- f. Suitable instrument / mechanism are to be provided to avoid heater operation / switch-on unless regeneration air flow is established.
- g. The local panel should have proper indicating lamps, HRC fuses, isolators, O/L relay, measuring instrument, terminal block, MCBs, etc.

5. ELECTRICAL

- a. All motors shall be with class 'F' insulation.
- b. Brand name with technical specifications of all electrical items should be furnished with technical offer.

6. SPECIAL REQUIREMENTS

- a. Inspection window is to be provided for inspecting wheel rotation on running condition of unit.



HARIDWAR

**Technical Delivery Condition for
DRY AIR PRESERVATION**

TDC-F-01207650000-00
REV.NO. 01

Page 3 of 3

- b. Door locks to be provided on the skid and should facilitate ease in servicing.
- c. The unit should be preferably skid mounted on MS supporting frame. It should be provided with lifting hooks.
- d. Robust Stainless Steel frame construction.

SCOPE OF SUPPLY:

- a. Complete equipment (1 nos. 100-150 m³/h and 1 nos. 2000-2400 m³/h) with all auxiliaries as mentioned in BOM (drg. 01207650000).
- b. 15 set of hard copies (14 for customer + 1 for BHEL HARIDWAR) and 5 CDs (4 for customer + 1 for BHEL HARIDWAR) of operation and maintenance manual, covering all aspects of installation, operation and maintenance, are to be supplied.
- c. List of recommended spares to be furnished for maintenance of the equipment.

TEST/GUARANTEES CERTIFICATE

- a. Performance Certificate and report for Flow rate, pressure drop, Temperature and Relative humidity testing of dry air at outlet.
- b. Performance Certificate and report for noise level.
- c. Certificate of compliance (COC) for material and Performance Characteristic curve of all Parts /Assemblies.
- d. Test report for H.V test of Control Panel at 1KV for 30sec.
- e. Test report of IR test on control panel (shall be >10mΩ) with 500V DC megger for 1 sec.
- f. Test report for painting thickness.

DOCUMENTS FOR APPROVAL AFTER PLACEMENT OF PURCHASE ORDER

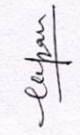
- a. Vendors own drawings including Bill of Material.
- b. Power wiring diagram of Motors, Heaters and controls.
- c. Data Sheets of all electrical items e.g Motors, Heaters and Contactors.
- d. Performance testing procedure for
 - 1) Performance testing of temperature.(for process and reactivation air)
 - 2) Performance testing for Pressure drop.
 - 3) Capacity of dehumidifier.
 - 4) Noise level measurement.
- e. Service and maintenance schedule.

STE-TE	Munendra Mittal		24/01/2020
STE-TE	Alok Kumar Singh		24/01/2020
DEPTT.	NAME	SIGNATURE	DATE

3 20

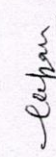
MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL			
BHEL		ITEM		DRY AIR PRESERVATION SYSTEM / DRY BLOWING EQUIPMENT		QP NO.: QA/BE/QP/328		REV. NO.: 02					
		DRG. NO.:		As Per PO									
		REV. NO.:		As Per PO									
		SPEC. NO.:		As Per PO									
		REV. NO.:		As Per PO									
SL. NO.		COMPONENT & OPERATIONS		CHARACTERISTICS		CLASS		TYPE OF CHECK		QUANTUM OF CHECK		REFERENCE DOCUMENT	
1		2		3		4		5		6		7	
												8	
												9	
												10	
												11	

In coming / Raw Material / BOIs Inspection:													
Sl. No.	Component & Operations	Characteristics	Class	Type of Check	Quantum of Check	Reference Document	Acceptance Norms	Format of Records	Agency	Remarks			
1.0	Reactivation Air fan	Make, Model, Class, RPM, Rotation, & Discharge, Overall Dim.	Major	Visual	100 %	BHEL Approved Drawing	BHEL Approved Data Sheet	MTC	✓	P/ V	-		
1.2	Reactivation Air Fan Motor	Make, Rating, RPM, Mounting Type, Frame Size, Sr. No.	Major	Visual	100 %	BHEL Approved Drawing/IS 325	BHEL Approved Data Sheet	MTC	✓	P/ V	-		
1.3	Process Air fan	Routine & Type tests	Major	Verification	100 %	BHEL Approved Drawing/IS 325	BHEL Approved Data Sheet	MTC	✓	P/ V	-		
1.4	Process Air Fan Motor	Make, Model, Class, RPM, Rotation & Discharge, Overall Dimensions	Major	Visual	100 %	BHEL Approved Drawing	BHEL Approved Data Sheet	MTC	✓	P/ V	-		
1.5	Bed Drive Motor	Make, Rating, RPM, Mounting Type, Frame Size, Sr. No.	Major	Visual	100 %	BHEL Approved Drawing	BHEL Approved Data Sheet	MTC	✓	P/ V	-		
1.6	Circuit Breakers, Transformer, Relays, Thermo-state, Indicating Lights, Timer, Heaters.	Make, Rating & Model	Major	Visual	100 %	BHEL Approved Drawing/IS 325	BHEL Approved Data Sheet / BOM	MTC	✓	P/ V	-		

MANUFACTURER / SUBCONTRACTOR		FOR CUSTOMER USE		APPROVED BY	
		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' (✓) SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		 Digitally signed by Tapan Kumar Agrawal Date: 2020.02.07 13:59:21 +05'30'	

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL		REMARKS	
BHEL		ITEM	DRY AIR PRESERVATION SYSTEM / DRY BLOWING EQUIPMENT	QP NO.:	QA/BE/QP/328						
VENDOR'S NAME AND ADDRESS		DRG. NO.:	As Per PO	REV. NO.:	02						
SL. NO.		COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY	
1		2	3	4	5	6	7	8	9	M	B
										N	
											10
											11

1.7	Limit Switches, Temperature Sensor, Power Supply ETC	Air Volume Control Dampers	Make & Type	Major	Visual	100 %	BHEL Approved Drawing	BHEL Approved Data Sheet	MTC	✓	P/V	-
1.8	Reactivation Air Inlet Filters		Make, Type, Size & Efficiency	Major	Visual	100 %	BHEL Approved Drawing	BHEL Approved Data Sheet	MTC	✓	P/V	-
1.9	Process Air Inlet Filters		Make, Type, Size & Efficiency	Major	Visual	100 %	BHEL Approved Drawing	BHEL Approved Data Sheet	MTC	✓	P/V	-
2.0	In Process Inspection:											
2.1		Proper Assembly of Unit		Major	Visual	100 %	BHEL Approved Drawing	BHEL Approved Data Sheet	Internal Records	-	P	-
2.2		All Checks / Tests		Major	Visual / Test	100 %	BHEL Approved Drawing	BHEL Approved Data Sheet	Internal Records	-	P	-
3.0	Final Inspection:											
3.1	Control Panel	Visual, Over all Dimensions, Interlock, Wiring, HV Test & Insulation Resistance		Major	Measurement	100%	BHEL Approved Drawing	BHEL Approved Procedure.	Test Report	✓	P	W
3.2	Performance Testing	Smooth Functioning of Equipment		Major	Visual	100%	BHEL Approved Drawing	BHEL Approved Procedure	Test Report	✓	P	W
3.3		Air Flow Rate		Major	Visual	100%	BHEL Approved Drawing	BHEL Approved Procedure	Test Report	✓	P	W
3.4		Total Pressure Drop		Major	Hydraulic	100%	BHEL Approved Drawing	BHEL Approved Procedure	Test Report	✓	P	W

MANUFACTURER / SUBCONTRACTOR		FOR CUSTOMER USE		APPROVED BY	
LEGEND: I RECORDS IDENTIFIED WITH 'TICK' (✓) SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER					
				 Digitally signed by Tapan Kumar Agrawal Date: 2020.02.07 13:59:39 +05'30'	

2 19

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN					TO BE FILLED BY BHEL		TO BE FILLED BY BHEL		REMARKS	
BHEL		ITEM		DRY AIR PRESERVATION SYSTEM / DRY BLOWING EQUIPMENT		QA/BE/QP/328						
VENDOR'S NAME AND ADDRESS		QP NO.:		REV. NO.:		02						
DRG. NO.:		As Per PO										
REV. NO.:		As Per PO										
SPEC. NO.:		As Per PO										
REV. NO.:		As Per PO										
CHARACTERISTICS		CLASS		TYPE OF CHECK		QUANTUM OF CHECK		REFERENCE DOCUMENT		ACCEPTANCE NORMS		
3		4		5		6		7		8		
SL. NO.		COMPONENT & OPERATIONS								FORMAT OF RECORDS		
1		2								9		
										10		
										11		

SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY	REMARKS
3.5		Temperature & Relativity of Dry Air at Outlet	Major	Measurement	100%	Drawing BHEL Approved Drawing	BHEL Approved Procedure	Test Report	P W	
3.6		Noise Level	Major	Measurement	100%	BHEL Approved Drawing	BHEL Approved Procedure	Test Report	P W	
3.7		Performance Characteristic Curve	Major	Measurement	100%	BHEL Approved Drawing	BHEL Approved Procedure	Curve	P W	
3.8		Colour Shade, Paint Thickness (DFT), Finish Aesthetic & Adhesion	Major	Visual	100%	Approved Painting Scheme / Instructions	Approved Painting Scheme / Instructions / Drawing	Inspection Report	P W	
4.0	Identification, Labelling, Marking & Packing:									
4.1		Identification & Labelling	Major	Visual	100%	BHEL Approved Drawing	BHEL Approved Drawing.	Inspection Report	P V	
4.1		Marking & Packing	Major	Visual	100%	BHEL Approved Drawing	BHEL Approved Drawing	Inspection Report	P -	

Note: Manufacturer to maintain calibrated instruments having better accuracy than the item under test. Inspection engineer shall check the same during inspection.

MANUFACTURER / SUBCONTRACTOR		FOR CUSTOMER USE		APPROVED BY	
LEGEND: I: RECORDS IDENTIFIED WITH 'TICK' (✓) SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER					
				Digitally signed by Tapan Kumar Agrawal Date: 2020.02.07 13:59:58 +05'30'	

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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)

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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

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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.



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



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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.



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- 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.



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- 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



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(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.



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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.



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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,



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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

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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.

On the Company letterhead

Certificate

Subject: Certificate for Minimum Local Content under PPP-MII Order No. P-45021/2/2017-PP (BE-II) Dated 04/06/2020 of Government of India.

In line with Government Public Procurement Order No. **P-45021/2/2017-PP (BE-II) Dated 04/06/2020**, we hereby certify that we hereby certify that we M/s _____ (supplier name) are local supplier. The percentage of local content in the items _____ offered by us against Enquiry No. _____ is _____% (percentage).

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

Sl. No.	Location Detail	% age of Local content (i.e. Local Value addition made at the location)

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier