

 <b>BPC 0007</b>	<b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल - ४६२०२२(भारत)</b> <b>सामग्री प्रबंधन विभाग</b> <b>BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL – 462022(INDIA)</b> <b>MATERIALS MANAGEMENT DIVISION</b>	<b>ENQUIRY NO</b> E1633011 <b>ENQUIRY DATE</b> 05/05/23 <b>ENQUIRY DUE DATE</b> 02/06/23						
<b>ENQUIRY</b> <b>TWO PART BID</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">TIN NO. 23573600001</td> <td style="width:33%;">ECC NO. AAACB4146PXM009</td> <td style="width:33%;">MPCT NO. HEL/05/01/0001/S15/11/79</td> </tr> <tr> <td>PHONE: 91-755-2500100 (7 LINE)</td> <td>FAX: 91-755-2500023</td> <td>WWW.BHEL.BHOPAL.COM</td> </tr> </table>		TIN NO. 23573600001	ECC NO. AAACB4146PXM009	MPCT NO. HEL/05/01/0001/S15/11/79	PHONE: 91-755-2500100 (7 LINE)	FAX: 91-755-2500023	WWW.BHEL.BHOPAL.COM
TIN NO. 23573600001	ECC NO. AAACB4146PXM009	MPCT NO. HEL/05/01/0001/S15/11/79						
PHONE: 91-755-2500100 (7 LINE)	FAX: 91-755-2500023	WWW.BHEL.BHOPAL.COM						

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
<b>OFFICE COPY</b>		1	0	NA	0	0	1	340128169
	<b>GUARANTEE CERTIFICATE</b>		Y	<b>SUPPLY CONDITION</b> AS PER ALSTOM SPECIFICATION HTGD 690 149 T & KKP/34/S/GFR-----/ES/005.				
	<b>TEST CERTIFICATE</b>		Y					
	<b>INSTRUCTION BOOKLET</b>		N	<b>TECHNICAL CONDITION</b> AS PER ALSTOM SPECIFICATION HTGD 690 149 T & KKP/3 4/S/GFR-----/ES/005.				
	<b>SAMPLE</b>		N					
	<b>GATE PASS</b>		Y	<b>INSPECTION CONDITION</b> BHEL QC / BHEL THIRD PARTY / NPCIL				

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

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	SM4110109264	CONTROL FLUID FOR FLUSHING + FIRST FILL + OPERATION OF CONTROL FLUID SYSTEM OF NUCLEAR STEAM TURBINE AS PER ALSTOM SPECIFICATION HTGD 690 149 REV T & KKP/34/S/GFR---/ES/005 & SAMPLE QUALITY ASSURANCE PLAN (QAP) BBU DETAILS FOR LOT NO. 1- BBU SL NO. RAPP-7-A3.2-M-014 , BOX NO 755114 AND FOR LOT NO.2- BBU SL NO. RAPP-8-A3.2-M-014 , BOX NO 855114 , BBU DESCRIPTION: CONTROL FLUID ( FIRST FILL), QTY FOR 2 UNITS -2 FILL.]	KG	6191.000	2	3095.500	201	15/09/23
					1	3095.500	201	15/05/23

**REMARK** 1. OFFER TO BE SUBMITTED IN TWO PART BID I.E. 'TECHNICAL BID' & 'PRICE BID'. 2. REFER GCC & 'ANNEX' FOR COMMERCIAL TERMS AND TECHNICAL TERMS. 3. PLEASE FURNISH DULY FILLED AND ENDORSED COPY OF BHEL GTC (BP 200102), ANNEXURE B, ANNEXURE C, ANNEXURE D, PQR & TECHNO-COMMERCIAL BID ALONG WITH OFFER. 4. PLEASE ACCEPT OUR TECHNO COMMERCIAL OFFER IN TOTO. ANY DEVIATION FROM OUR COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE. 5. ENQUIRY TECHNICAL TERM : AS PER ALSTOM SPECIFICATION HTGD 690 149 T & KKP/34/S/GFR-----/ES/005. 6. SUPPLIER TECHNICAL TERM : AS PER ALSTOM SPECIFICATION HTGD 690 149 T & KKP/34/S/GFR-----/ES/005. 7. INSPECTION TERMS : BHEL QC / BHEL THIRD PARTY / NPCIL. 8. QUALITY ASSURANCE PLAN (QAP) MUST BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL OFFER FOR BHEL REVIEW. SAME SHALL BE SUBMITTED TO NPCIL FOR APPROVAL AFTER PO PLACEMENT. 9. CONSIGNEE ADDRESS: MANAGER (MATERIALS) NPCIL RAPS 7 & 8 ANUSHAKTI KOTA, RAJASTHAN-323303.

<b>DRAWING</b>	N	<b>PURCH SPEC</b>	Y	<b>CATALOUGE</b>	N	<b>PLAN</b>	Y	<b>TWO PART BID</b>	Y
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S.NO	INDENT NO	ITEM NO	CATEGORY	ENQUIRY QTY.
1	340128169	1	571150	6191.000

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

<b>SPECIAL REMARKS</b>	<b>NAME :</b> SHRI AJAY KUMAR <b>DESG :</b> MANAGER   <div style="text-align: center;"><b>SIGN &amp; SEAL</b></div>
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ENQUIRY

Techno-Commercial Bid (To be filled by supplier and submit with offer)			
Tender No.		E1633011	
Description :		CONTROL FLUID FOR FLUSHING + FIRST FILL + OPERATION OF CONTROL FLUID SYSTEM OF NUCLEAR STEAM TURBINE AS PER ALSTOM SPECIFICATION HTGD 690 149 REV T & K09/34/S/GFR---/E5/005 & SAMPLE QUALITY ASSURANCE PLAN (QAP)/BBU DETAILS FOR LOT NO. 1- BBU SL NO. RAPP-7-A3.2-M-014 , BOX NO 755114 AND FOR LOT NO.2- BBU SL NO. RAPP-8-A3.2-M-014 , BOX NO 855114 , BBU DESCRIPTION- CONTROL FLUID ( FIRST FILL), QTY FOR 2 UNITS -2 FILL.]	
Quantity		6191 KG	
Remarks :		<p>1. OFFER TO BE SUBMITTED IN TWO PART BID I.E. ' TECHNICAL BID' &amp; ' PRICE BID'.</p> <p>2. REFER GCC ' &amp; ' ANNEX' FOR COMMERCIAL TERMS AND TECHNICAL TERMS.</p> <p>3. PLEASE FURNISH DULY FILLED AND ENDORSED COPY OF BH&amp;L GTC (BP 200102), ANNEXURE B, ANNEXURE C, ANNEXURE D, PQR, PERC ANNEXURE &amp; TECHNO-COMMERCIAL BID ALONG WITH OFFER.</p> <p>4. PLEASE ACCEPT OUR TECHNO COMMERCIAL OFFER IN TOTO. ANY DEVIATION FROM OUR COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE.</p> <p>5. THE LOCAL CONTENT TO CATEGORIZE A SUPPLIER AS CLASS I LOCAL SUPPLIER/ CLASS II LOCAL SUPPLIER/ NON LOCAL SUPPLIER AND PURCHASE PREFERENCE AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 DATED 04.06.2020 ISSUED BY DPWT SHALL BE FOLLOWED. INCASE SUBSEQUENT ORDER 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 BID AGAINST THIS NIT.</p> <p>6. ALL DOCUMENTS SHALL BE IN ENGLISH LANGUAGE.</p> <p>7. QUALITY ASSURANCE PLAN (QAP) MUST BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL OFFER FOR BH&amp;L REVIEW. SAME SHALL BE SUBMITTED TO NPCIL FOR APPROVAL AFTER PO PLACEMENT.</p> <p>8. PLEASE FURNISH DULY FILLED SEAL &amp; SIGNED PQR ALONG WITH RELEVANT DOCUMENTS.</p>	
Sr No	ELEMENTS	Standards	To be offered/confirmed by supplier
1	Quotation Reference & date	As per supplier	
2	HSN / SAC code	As per supplier	
	GST TYPE & ITS PERCENTAGE APPLICABLE item wise mentioned in the offer (ICGT/CGST+SGST/UCST)	As per supplier	
3	Quotation Currency	In INR/Foreign Currency in case foreign tender	
4	E-Mail	As per supplier	
5	Phone/Mobile	As per supplier	
6	Contact Person	As per supplier	
7	Order to be placed on	As per supplier	
8	Address	As per supplier	
9	Minimum delivery period to be quoted in no of weeks from the date of receipt of Purchase Order .If any document approval is required then the delivery period shall start from the date of document approval however vendor shall submit all documents with in 15 days of issue of PO. And subsequent submission shall be within 10 days in case any revision required.	As per supplier	
10	Prices shall be firm till delivery	Yes	
11	appointed by BH&L shall do inspection at your works. Third party inspection charges shall be borne by BH&L. Any other inspection/ testing charges if any are to be included in the quoted prices. Minimum 10 days' notice to be given for inspection. Please confirm.	Yes	
	<b>Delivery Destination</b> : - The material is required to be <b>supplied</b> to FOR BH&L Bhopal.	Yes	
	Price to be furnished on <b>FOR destination BH&amp;L Bhopal</b> , duly insured basis inclusive of P&F charges.	Yes	
12	Quoted for all the items of tender enquiry	Yes / No. (If "No" please mention item number of registered items)	
13	Technical Specifications	Accepted as per enquiry / Accepted with deviation (If select Accepted with deviation, please mention the deviation)	
14	TC, GC and ALL Inspection report as per tender enquiry and specification will be submitted along with each consignment.	Yes (In case of "No" your offer may be rejected).	
15	Brand Name, If any.	As per supplier	
16	Supply from	As per supplier	
18	Quotation Validity will be 120 days from the date of techno-commercial bid opening.	Yes	
19	Are you registered under MSME ACT 2006 as small or micro.	Yes / No (If select Yes, please enclosed valid MSE/UAM/UDYAM certificate)	
20	Payment terms: 100% payment within 90 days of receipt (45 days for MSE / NSIC registered suppliers under as per relevant act in force) subject to acceptance of material at BH&L, on direct presentation of the documents. Any deviation from the above payment terms, if accepted (by BH&L), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	90 days / 45 Days (If supplier is MSE, please select 45 days)	

<div>Techno-Commercial Bid</div> <div>(To be filled by supplier and submit with offer)</div>			
Tender No.		E1633011	
Description :		CONTROL FLUID FOR FLUSHING + FIRST FILL + OPERATION OF CONTROL FLUID SYSTEM OF NUCLEAR STEAM TURBINE AS PER ALSTOM SPECIFICATION HTGD 690 149 REV T & K09/34/S/GFR---/E5/005 & SAMPLE QUALITY ASSURANCE PLAN (QAP)/BBU DETAILS FOR LOT NO. 1- BBU SL NO. RAPP-7-A3.2-H-014 , BOX NO 755114 AND FOR LOT NO.2- BBU SL NO. RAPP-8-A3.2-H-014 , BOX NO 855114 , BBU DESCRIPTION: CONTROL FLUID ( FIRST FILL), QTY FOR 2 UNITS -2 FILL.]	
Quantity		6191 KG	
Remarks :		1. OFFER TO BE SUBMITTED IN TWO PART I.E, 'TECHNICAL BID' & 'PRICE BID'. 2. REFER GCC & 'ANNEX' FOR COMMERCIAL TERMS AND TECHNICAL TERMS. 3. PLEASE FURNISH DULY FILLED AND ENDORSED COPY OF BHEL GTC (BP 200102), ANNEXURE B, ANNEXURE C, ANNEXURE D, PQR, PEBIC ANNEXURE & TECHNO-COMMERCIAL BID ALONG WITH OFFER. 4. PLEASE ACCEPT OUR TECHNO COMMERCIAL OFFER IN TOTO. ANY DEVIATION FROM OUR COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE.  5. THE LOCAL CONTENT TO CATEGORIZE A SUPPLIER AS CLASS I LOCAL SUPPLIER/ CLASS II LOCAL SUPPLIER/ NON LOCAL SUPPLIER AND PURCHASE PREFERENCE AS DEFINED IN PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 DATED 04.06.2020 ISSUED BY DPWT SHALL BE FOLLOWED. INCASE SUBSEQUENT ORDER 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 BID AGAINST THIS NIT. 6. ALL DOCUMENTS SHALL BE IN ENGLISH LANGUAGE.  7. QUALITY ASSURANCE PLAN (QAP) MUST BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL OFFER FOR BHEL REVIEW. SAME SHALL BE SUBMITTED TO NPCIL FOR APPROVAL AFTER PO PLACEMENT. 8. <b>PLEASE FURNISH DULY FILLED SEAL &amp; SIGNED PQR ALONG WITH RELEVANT DOCUMENTS.</b>	
Sr No	ELEMENTS	Standards	To be offered/confirmed by supplier
		Applicable / Not Applicable. (If applicable please mention percentage (%) / Value (along with type of charges).	Remarks, if any
21	Other Charges (If any)		
22	Transit Insurance will be in supplier scope	Yes	
23	Penalty: - LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value (Please refer clause 9 of GCC - BP-200102).	Yes / No (In case of "No", your offer will be loaded suitably)	
24	General terms and conditions of enquiry (Form No. BP-200102) is Acceptable.	Yes (In case of "No" your offer may be rejected).	
25	Special Terms and conditions of enquiry (Annexure B) is acceptable.	Yes (In case of "No" your offer may be rejected).	
26	Confirm whether bidder is Manufacturer or Trader or Dealer of items under enquiry. In case of Trader or Dealer, please furnish authorization certificate from OEM.	As per supplier	
27	Submitted duly seal & signed Annexure C	Yes (In case of "No" your offer may be rejected).	
28	Submitted duly seal & signed on all pages - BHEL GTC (BP200102)	Yes (In case of "No" your offer may be rejected).	
	Submitted duly seal & signed Annexure D	Yes (In case of "No" your offer may be rejected).	
29	Submitted duly seal & signed <b>PQR with supporting documents</b>	Yes (In case of "No" your offer may be rejected).	
30	Copy of PAN and GSTIN are submitted as per (Applicable for Un-registered suppliers of BHEL, Bhopal)	Yes / Not applicable	



## QUALITY ASSURANCE PLAN

ITEM DESCRIPTION : Control Fluid (First fill)											
Gap.no: STE/2018/027      Rev-00 Date : 17/04/2023											
SN	Item & Operation	Characteristics	Class	Type of check	Quantum	Reference Document/Method	Acceptance of Norms	Format of Records	Agency P    W    R	Remarks	
1	2	3	4	5	6	7	8	9	10	11	
<b>INSPECTION OF FLUID PROPERTIES</b>											
1.10	Control Fluid (First Fill)	1. Kinematic Viscosity at 40 deg C	Major	Testing	Sample per lot	ASTM D 445	41.4- 50.6 mm2/s	Test report	3	2,1	2,1
		2. Density at 15 deg C	Major	Testing	Sample per lot	ASTM D 1298	≤ 1.20 kg/dm3		3	2,1	2,1
		3. Water Content	Major	Testing	Sample per lot	ASTM D 1744	1000 mg/kg (max)		3	2,1	2,1
		4. Neutralization Number	Major	Testing	Sample per lot	ASTM D 974	0.1 mgKOH/g (max)		3	2,1	2,1
		5. Chloride content	Major	Testing	Sample per lot	ASTM D 4929 B	50 mg/kg (max)		3	2,1	2,1
		6. Foaming characteristics Sequence I    24 °C ( ml/ml ), max	Major	Testing	Sample per lot	ASTM D 892	150/0		3	2,1	2,1
		Sequence II    93.5 °C ( ml/ml) max					25/0				
		Sequence III    24 °C (ml/ml) max					150/0				
7. Air release value at 50 °C	Major	Testing	Sample per lot	ASTM D 3427	6 minutes (max)	3	2,1	2,1			
8. Water separation ( sec ) , max 15 min. ( ml), max	Major	Testing	Sample per lot	ASTM D 1401	40/37/3 (15)	3	2,1	2,1			
<b>BHEL</b>											
<b>NPCIL</b>											
Prepared By	Reviewed By	Approved By	LEGEND:				Checked By	Reviewed By	Approved By		
			3- Vendor                      P- Performed 2- BHEL/TP                    W- Witnessed 1- NPCIL/TP                   R- Reviewed								





## QUALITY ASSURANCE PLAN

ITEM DESCRIPTION : Control Fluid (First fill)										
<div style="display: flex; justify-content: space-between;"> <span>Qap.no: STE/2018/027    Rev-00</span> <span>Date : 01/05/2018</span> </div>										
SN	Item & Operation	Characteristics	Class	Type of check	Quantum	Reference Document/Met hod	Acceptance of Norms	Format of Records	Agency P   W   R	Remarks
1	2	3	4	5	6	7	8	9	10	11
<b>INSPECTION OF FLUID PROPERTIES</b>										
		9. Oxidation stability: Total acid (mg/KOH/g), max			Sample per lot	DIN 51373	1.5			
		Weight change Fe ( mg) , max	Major	Review			1.0	Test Report	3	2,1
		Weight change Cu (mg), max					2.0			Another sample shall be tested at OEM lab and test reports shall be reviewed by BHEL & NPCIL.
		10. Hydrolytic stability mgKOH/g( max)	Major	Review	Sample per lot	DIN 51348	0.5		3	2,1
		11. Flammability after-burning at a wick	Major	Review	Sample per lot	ISO 14935	10 sec, (max)	Test Report	3	2,1
<b>PRE-DISPATCH INSPECTION</b>										
1.20	Packing	Visual /physical check	Major	visual	100%	As per practice	As per practice		3	2   1
1.30	BHEL	Visual check	Major	visual	100%	NA	NA	Shipping release/dispatch clearance	1	
1.40	NPCIL	Visual check	Major	visual	100%	NA	NA	Shipping release/dispatch clearance	2	
<b>BHEL</b>										
<b>NPCIL</b>										
Prepared By		Reviewed By		Approved By		LEGEND:		Checked By	Reviewed By	Approved By
						3- Vendor    P- Performed 2- BHEL/TP    W- Witnessed 1- NPCIL/TP    R- Reviewed				

Packing shall have photos of sealed and packed drums.



PQR for Control Fluid

For Indent no. 340128169 (Control Oil for 700MWe RAPP 7&8)

1. If Trader is participating in the tender, they shall submit the Authorization Letter from OEM, along with Techno Commercial Offer.
2. If bidder offers oil grade other than clause no. 5.1 of GE specification HTGD 690 149 Rev T then price bid shall be opened only for those vendors who are accepted by GE (collaborator) on the basis of technical evaluation.
3. Bidder has to submit the experience documents (PO copies for min quantity of 4000 kg or more & payment details pertains to the earlier supplies) for FRF Oil supplied to any Central/State Govt. organization/PSU/Public listed company in last 5 years.

Syed Adnan Ahmad-S4(STE)

Prepared By

Amit Kumar-Dy. Manager (STE)

Reviewed By

Sanjeev Kumar-Dy. Manager (STE)  
संजीव कुमार (डी.एम.एसटी.ई.)  
उप महाप्रबंधक (सिस्टम) एल.ई.  
Dy. Gen. Manager (System) S.T.E.  
वी.एच.ई.एल., भोपाल / BHEL, Bhopal



PURCHASER

# NUCLEAR POWER CORPORATION OF INDIA LTD. (NPCIL)

(A GOVERNMENT OF INDIA ENTERPRISE)

PROJECT

2x700 MW KAKRAPAR ATOMIC POWER PROJECT (UNIT 3&4)  
DIST. SURAT, GUJARAT, INDIA

CONTRACTOR

**ALSTOM**  
POWER



## OIL FOR CONTROL FLUID SYSTEM (GFR)

Revision History

Rev.	Revision Date	Created by	Checked by	Approved by	Description
A	14.05.2014	V. DA CRUZ	N. ASSAS	S. LEHMANN	First Issue

Description latest Revision:

Internal Identification Number: **KKP/34/S/GFR-----/ES/005**

Cross checked

Department	Name	Date	Signature

Replaces	Derived from	NPCIL Document Code
-	-	-

Responsible dept.	Created by	Checked by	Approved by	Format
NUST	V. DA CRUZ	N. ASSAS	S. LEHMANN	A4

<div>Originator</div> <div>ALSTOM</div> <div>POWER</div> <div>NUCLEAR BUSINESS</div>	Document Type	Document Status			
	ES	First issue			
	Title, Subtitle	ALSTOM Document Code			
		KKP/34/S/GFR-----/ES/005			
	OIL FOR CONTROL FLUID SYSTEM (GFR)	Rev.  A	Date  14.05.2014	Lang.  En	Sheet  1 / 7

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## OIL FOR CONTROL FLUID SYSTEM (GFR)

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9010	KKP34SGFR-----	ES00EC	A	2014-06-05	EN	Approved

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## 1 General

### 1.1 Responsibility

The supplier is fully responsible for compliance with all requirements in this specification.

Purchaser approval of the application of the equipment does not relieve the supplier's responsibility in any way.

### 1.2 Definitions

- |    |           |  |
|----|-----------|--|
| 1) | Project   | Nuclear project localized in Asia: 2x700 MW Kakrapar atomic power project (unit 3&4) Dist. Surat, Gujarat, India |
| 2) | Purchaser | Responsible for the turbine hall project   |
| 3) | Supplier  | Responsible for the Fluid supply   |
| 4) | Fluid     | Oil for Control Fluid system   |
| 5) | GFR       | Control Fluid system   |

### 1.3 Foreseen application and purpose

This specification is applied to supply the fluid for the control fluid system of nuclear steam turbines, equipped with the control fluid unit, the piping and the components of the system.


This specification defines:

- Fluid volume required for flushing.
- Fluid volume required for operation.
- Fluid volume required for fluid top-up

### 1.4 Categories and criticality

The fluid is not Nuclear Safety related but the quality of the fluid is critical for the turbine operation during start-up and shutdown sequences.

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9010	KKP34SGFR-----	ES00EC	A	2014-06-05	EN	Approved

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## 1.5 Scope of supply

### 1.5.1 Fluid supply

- Fluid charge for flushing, supplied with a contamination class between 7 and 9, according to SAE AS40 59 [1]
  - Volume required for flushing \*:
    - As per Alstom experience the flushing filling volume will be the same as the operation fluid volume. (see next page)
    - Fluid volume required for flushing = 1410\* liters
- Fluid charge for operation, only in case of the flushing fluid charge is declared unsuitable for operational use, supplied with a contamination class of 7, according to SAE AS40 59 [1].
  - Volume required for operation \*.
    - As per Control Fluid Unit Specification KKP34SGFR-----ES001 rev D, volume filling is 1300\* liters with a respective level value of 667\* mm.
    - Usual packaging = 235 liters
    - Fluid volume required for operation (6x235) = 1410\* liters
- Fluid charge for fluid top-up, supplied with a contamination class of 7, according to SAE AS40 59 [1].
  - Volume required for fluid top-up :
    - One packaging = 235 liters

*\*These preliminary values shall be confirmed after Control fluid unit purchase and piping erection.*

### 1.5.2 Documentation

- Documentation, product data sheet, safety data sheet, references, monitoring procedure of the quality of the oil, quality control plan, etc. shall be provided in English.

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9010	KKP34SGFR-----	ES001EC	A	2014-06-05	EN	Approved

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## 2 Material properties requirements

### 2.1 Fluid properties

The fluid used in operation is a fire resistant fluid (Phosphate Ester based) with a viscosity class of ISO VG 46. Refer to Flame-Resistant-Hydraulic Fluids [14].

Packaging and others elements used shall be compatible with fire resistant fluid, refer to Flame-Resistant-Hydraulic Fluids [14].

## 3 Form, fit and function requirements

### 3.1 Reliability

The supplier shall prove the compliance of their lubricant with fluid specification; refer to Flame-Resistant-Hydraulic Fluids [14].

## 4 Testing and verification requirements

### 4.1 Fluid class contamination

According to Methods for Coding Level of Contamination by solid Particles [1]

## 5 Process requirements

### 5.1 Specific process requirements

- The GFR Control fluid components are considered to be supplied with a contamination classification < class 7, according to SAE AS 4059 [1].
- The **filing fluid charge** shall be made **by external depollution equipment** in order to obtain a fluid Cleanliness CLASS between 7 and 9, according to SAE AS4059 [1]. The equipment, also used for topping up (hoses, connectors etc.) should be used for control fluid only.

It should be checked to be clean before use, and should be stored under clean and dry conditions when not in use.

Before filling or topping up the system, check that the fluid to be used is within specification.



**CAUTION:** When any work is carried out on the system, cleanliness and prevention of contamination is paramount.



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### 5.1.1 Special precautions



#### **WARNING**

- Personnel safety precautions must be adhered.
- Observe all cautions associated with the handling of Phosphate Esters.

- Ensure utmost cleanliness during fill connection between the sampling system and the tank or when dismantling any part of the system. Never leave open any part of the system for any time longer than is absolutely necessary. Whenever the system is opened take the utmost care to avoid any dirt entering.
- During filling, look carefully for any fluid leakage.

## **6 Associated standards**

### **6.1 Listing of applicable documents and standards**

#### **6.1.1 International standards or local equivalents**

Table 1: International standards

N°	Standard	Title
[1]	SAE AS4059	Methods for Coding Level of Contamination by solid Particles


#### **6.1.2 Purchaser documents**

Table 2: Purchaser documents

N°	Reference	Title
[14]	HTGD690149	FLAME-RESISTANT HYDRAULIC FLUIDS

## **6.2 Order of precedence**

In case of conflict between this procedure, international standards and purchaser documents, conflict point shall be discussed between the supplier and the purchaser for approval.

	Revision: A	Page: 7 / 7	KKP/34/S/GFR-----/ES/005
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## 7 Environment, health and safety requirements



Precautions shall be taken when using fire resistant hydraulic fluid based on phosphate esters.

**Material Data Safety Sheet shall be consulted.** In particular, direct contact should therefore be strictly avoided and protective clothing should be worn.

Before performing any actions detailed within this instruction the **Site Health and Safety Instructions shall be read and fully understood.** The instructions in this document shall also be read and fully understood. Whenever the equipment is operated maintained or used in any way, the procedures detailed within the Site Health and Safety Manual and any procedures detailed within these instructions shall be followed.

### Identification of changes

Revision	Date	Changes made
A	14/05/2014	First Issue


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9010	KKP34SGFR-----	ES00EC	A	2014-06-05	EN	Approved

	<div>GE POWER</div> <div>Steam Power Systems</div>	<div>OPERATION</div>
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Dept.	Document No.	Type	Rev.	Released	Eng.	Status
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# Flame-Resistant Hydraulic Fluids

Specification and Supervision


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Revision history

Revision	Date	Content
K	12-04-1999	New content, check list integrated.
L	04-04-2004	Revision of text and standards. Purity class SAE749 deleted. Approved suppliers added.
M	28-07-2014	ICP-IP America Inc. added to approved suppliers.
N	08-01-2015	Product name changed (Chemtura)
P	27-10-2015	Total Hydransafe FR EHC hydraulic fluid added.
Q	07-12-2017	Indian Oil Corporation Limited Servosynturbo GF 46 added and standard DIN 51373 replaced by DIN EN 14832
R	26-10-2018	Formal change for IT reasons. No content has changed.
T	26-03-2021	Additional permissible standards, update of purity classes, update of product list, adding qualified oil labs

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Table 1: Revisions

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Additional Documents

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## 1 GENERAL

This specification lays down the requirements, test methods and terms of delivery of flame-resistant hydraulic fluids, which GE uses in steam turbines.

## 2 SCOPE OF APPLICATION

Hydraulic fluids in accordance with the specification can be used in the pressure generating systems for control and safety systems of GE steam turbo machines.

### 2.1 Mixability

If for market-induced or economic reasons the fluid available in the tank must be replenished with another type of fluid, the suppliers must be asked whether the two products can be mixed.



#### Note

Mixing of fluids is not permitted if one of the fluids shows signs of advanced ageing.

Make absolutely sure that hydraulic oil is not contaminated by lube oil.

### 2.2 Important notes

Several sealing and insulation materials are not compatible with the phosphoric acid esters contained in the hydraulic fluids. For this reason it is important to use only those materials whose stability has been proved by long-term tests.

#### 2.2.1 Suitable materials

- Fluorine elastomers (FPM)<sup>1)</sup>, Viton B
- Gasket sheets, resistant to triaryl phosphate ester
- Polytetrafluor ethylene (PTFE)<sup>1)</sup>, e.g. Teflon


<sup>1)</sup> FPM and PTFE are ISO abbreviations of the synthetic materials

#### 2.2.2 Unsuitable materials

- Nitrilcaoutchouc (NBR)<sup>2)</sup>
- Chloroprene elastomers (CR)<sup>2)</sup>
- Polyurethane elastomers (PUR)<sup>2)</sup>

<sup>2)</sup> NBR, CR and PUR are ISO abbreviations of the mentioned synthetic materials

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**Note**

It is not permitted to use silicon elastomers!

The shielding of electric cables, which possibly comes into contact with hydraulic fluids, must be of a PTFE<sup>1)</sup>-based material, for example Teflon. It is recommended to lay these cables in armoured ducts and use closed terminal boxes.

<sup>1)</sup> FPM and PTFE are ISO abbreviations of the synthetic materials

**CAUTION**

The phosphoric acid esters, contained in the hydraulic fluids, may cause skin and eye irritations. Direct contact should therefore be strictly avoided.  
Protective clothing should be worn.

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## 2.3 Terms of delivery

Depending on the agreement between supplier and customer, the fluid is supplied in tank cars or clean, robust and dry barrels. The following information must be provided in a legible and durable manner on each barrel:


- Designation of the type, density and viscosity class
- Identification of the product and supplier
- Charge or delivery number
- Safety data sheet: Handling

**Note**

If an order is placed, a test certificate of the supplied medium must be requested from the supplier.

The delivery must not be accepted if this condition is not fulfilled.



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## 2.4 Notes on acceptance and first filling of the hydraulic tank


The acceptance test and procedure on delivery and first filling of the hydraulic tank are laid down in the checklist to be completed.

Please send a copy of this checklist to the Project Management of GE.

## 2.5 References

IEC 61221	Petroleum products and lubricants. Triaryl phosphate ester turbine control fluids. (Category ISO-L-TCD)-Specifications.
ISO 3104	Mineral oil products – Transparent and opaque fluids; determination of kinematic viscosity and calculation of dynamic viscosity.
ISO 3170	Liquid mineral oil products – manual sampling.
ISO 3448	Industrial liquid lubricants – ISO viscosity classification.
ISO 3675	Crude oil and liquid mineral oil products – Determination of density or relative density in the laboratory; aerometer method.
ISO 6247	Mineral oil products – Determination of the foaming characteristics of lube oils (standard required; technically equivalent to ASTM D-892).
ISO 6296	Mineral oil products – Determination of the water content.
ISO 6614	Mineral oil products – Determination of demulsibility characteristics of mineral oils and synthetic fluids.
DIN EN 14832	Determination of the oxidation stability and corrosivity of fire resistant phosphate ester fluids.
DIN EN 14833	Determination of the hydrolytic stability of fire-resistant phosphate ester fluids
ISO 6618	Determination of the neutralisation number.
ISO 9120	Mineral oil products – Determination of the air release properties of steam turbine and other oils; impinger method.
ISO 12937	Mineral oil products – Determination of the water content – Coulometric titration according to Karl Fischer.
ISO 14935	Mineral oil products and similar products – Determination of the after-burning time of flame-resistant fluids using a wick.
ISO 4406 / SAE AS4059	Key for the degree of contamination by solid particles.

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## 2.6 Properties

The flame-resistant hydraulic fluids are semi-organic compounds of phosphoric acid. When examining a layer of approx. 10-cm against the light, the fluid must be clear and free of visible foreign matter.

Filtering is required when filling the hydraulic tank, for example via a pump filter unit or a regeneration plant.

See also the relevant flushing instructions.

### 2.6.1 Limit values

The specification table, Fig. 1, gives the limit values of the most important properties of the hydraulic fluids on delivery and the approved test methods.

The purity classes according to ISO 4406 and SAE AS4059 are listed in the tables, Fig. 2 and Fig. 3.



#### Note

Additional GE requirement:

Solid particles > 150 microns are not permitted!

### 2.6.2 Purity of fluids during first filling

#### Hydraulic systems < 80 bar

ISO class 19/17/14, corresponding to SAE AS4059 class 8.

#### Hydraulic systems > 80 bar

ISO class 18/16/13, corresponding SAE AS4059 class 7.

### 2.6.3 Purity of fluids during subsequent fillings

#### Hydraulic systems < 80 bar


ISO class 18/16/13, corresponding to SAE AS4059 class 7.

#### Hydraulic systems > 80 bar

ISO class 17/15/12, corresponding to SAE AS4059 class 6.

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Requirements	Unit	Viscosity class ISO 3448		Test methods
		32	46	
Flammability after-burning at a wick	seconds	max. 10		ISO 14935
Density at 15 ° C	kg/dm <sup>3</sup>	≤ 1.20	≤ 1.20	ISO 3675, ISO 12185 ASTM D1298
Kinematic viscosity at 40 ° C min. max.	mm <sup>2</sup> /s	28.8 35.2 <sup>3)</sup>	41.4 50.6 <sup>3)</sup>	ISO 3104, DIN 51659-3 ASTM D445, ASTM D7279
Neutralisation number NZ (max.)	mgKOH/g	0.1	0.1	ISO 6618 ASTM D974
Chloride content (max.)	mg/kg	50	50	As agreed with supplier
Water content (max.)	mg/kg	1000	1000	ISO 6296, ISO 12937
Foaming characteristics (max.)				
Sequence I 24 ° C	ml/ml	150/0	150/0	ISO 6247 ASTM D892
Sequence II 93.5 ° C	ml/ml	25/0	25/0	
Sequence III 24 ° C	ml/ml	150/0	150/0	
Air release value at 50 ° C (max.)	minutes	5	6	ISO 9120 ASTM D3427
Oxidation stability				
• Total acid max.	mgKOH/g	1.5	1.5	DIN EN 14832
• Weight change Fe max.	mg	1.0	1.0	
• Weight change Cu max.	mg	2.0	2.0	
Hydrolytic stability, max. increase of neutralisation number	mgKOH/g	0.5	0.5	DIN EN 14833
Water separation				
max.	s	300	300	DIN 51589 part 1 ISO 6614
15 min. max.	ml	40/37/3 (15)	40/37/3 (15)	

<sup>3)</sup> or as agreed with supplier

Figure 1 Specification table

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## 2.7 Purity classes

ISO 4406 (excerpt from ISO standard)						
Class	Number of particles per 1 milliliter					
	> 4 µm		> 6 µm		> 14 µm	
	more than	up to and incl.	more than	up to and incl.	more than	up to and incl.
22/20/17	20,000	40,000	5,000	10,000	640	1,300
21/19/16	10,000	20,000	2,500	5,000	320	640
20/18/15	5,000	10,000	1,300	2,500	160	320
19/17/14	2,500	5,000	640	1,300	80	160
18/16/13	1,300	2,500	320	640	40	80
17/15/12	640	1,300	160	320	20	40
16/14/11	320	640	80	160	10	20
15/13/10	160	320	40	80	5	10

Figure 2: Purity classes as per ISO 4406

### Purity classes as per SAE AS4059

(replacing purity classes SAE 749 and NAS 1638)


Purity classes for different measuring methods (particles/100 ml)

SAE AS4059					
Class	<sup>1)</sup> 5 to 15µm	15 to 25µm	25 to 50µm	50 to 100µm	> 100µm
	<sup>2)</sup> 6 to 14µm (c)	14 to 21µm (c)	21 to 38µm (c)	38 to 70µm (c)	> 70µm (c)
3	2,000	356	63	11	2
4	4,000	712	126	22	4
5	8,000	1,425	253	45	8
6	16,000	2,850	506	90	16
7	32,000	5,700	1,012	180	32
8	64,000	11,400	2,025	360	64
9	128,000	22,800	4,050	720	128
10	256,000	45,600	8,100	1,440	256
11	512,000	91,000	16,200	2,880	512

Figure 3: Purity classes as per SAE AS4059

<sup>1)</sup> Size range, optical microscope based on longest dimension as measured per ARP598 or APC calibrated per ISO 4402: 1991

<sup>2)</sup> Size range, APC calibrated per ISO 11171 for electron microscope, based on projected area equivalent diameter

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### 3 SUPERVISION


Continuous supervision of the hydraulic fluid ensures optimum economic efficiency and high availability of the control and safety systems.

The purpose of supervision is to prevent functional disturbances due to fouling and ageing.

The recommended periodic tests, guide values and measures are listed in Fig. 5.

Test	Check for	Test frequency	Warning	Test instr.	Activities
1	Appearance	Once a month or in case of visible changes in level	Clouding, emulsion, phase separation, quick discoloration	Visually with test glass Ø 15 mm	Check water and particle content. Mineral oil content: Perform tests 5 through 8
2	Water content	Once a month	Recommend.: <1000mg/kg Warning: 1500 mg/kg	ISO 6296 ISO 12937	Eliminate defect (e.g. leakage at cooler, if provided). Drain.
3	Purity	Every 4 months	max. cl. 7 or max. cl. 18/16/13	SAE AS4059 ISO 4406	Replace filter and possibly identify solid particles.
4	Chloride content	Every 6 months	max. 100 mg/kg	Optional	Determine and eliminate cause. Replace hydraulic fluid.

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Test	Check for	Test frequency	Warning	Test instr.	Activities
5	Foam level in tank	Every 6 months	max.100 mm	Visually	Determine cause. Consult supplier. Replace hydraulic fluid, if necessary.
6	Air release	Every 12 months	10 min. VG46 8 min. VG32	DIN 51381 ISO 9120	Determine cause. Replace fine filter and regeneration filter cartridges.
7	Neutralisation number NZ	Once a month	Recommend.: < 0.2mgKOH/g max.: 0.5 mgKOH/g	ASTM D 974 or DIN 51558	Replace regeneration filter cartridges or, if necessary, hydraulic fluid.
8	Viscosity at 40 ° C	Every 12 months	max. $\pm$ 10 % of value on delivery	DIN 51562 or ISO 3104	Determine cause. Replace hydraulic fluid.
9	Ca, Mg content in case of Fuller's earth regeneration	If neutralisation number is high	$\Sigma \geq 30$ mg/kg	ICP, AAS, RFA	Replace regeneration medium.

An order for carrying out the above mentioned tests can be placed with GE.

Figure 4 Check list

### 3.1 Special checks and measures

- Check the temperature of all steam-carrying pipes and regulating elements during trial operation after having installed the insulation and enclosure. Prevent temperatures  $> 75^{\circ}\text{C}$ ; otherwise take appropriate measures. Various hours of 100 % load operation are required for performing this check.
- Check the pressure drop across the regeneration plant. Replace the filter cartridges in the event of a high pressure drop and determine the cause according to the checklist. Test frequency: once a month.

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- Check the physical/chemical condition of the hydraulic fluid against the checklist, or more frequently if experience proves it necessary.
- A high water content can cause decomposition of the hydraulic fluids Note: Any free water will be in the upper phase in the case of phase separation. Immediately remove free water.
- Temperatures  $> 75^{\circ}\text{C}$  and the acid, produced during decomposition, accelerate the decomposition process.



#### Note

Decomposition can produce solid deposits that might cause disturbances in the systems.

In the case of new fillings or commissioning, tests 1 through 4 and 6 through 8 shall be carried out after two weeks of operation.

### 3.2 Sampling

Take the sample preferably from a pipe with flow.



#### Note

Take the sample from the pressure pipe downstream of the filter for determining quantitatively the impurities.

At the time of sampling, the pressure generation system must have been in operation for at least 12 hours!

Drain approximately 3 to 4 liters before taking the actual sample of approx. 1 litre. Clean the sample glass three times.




#### Note

Do not close the extraction valve between flushing and sampling.

If the examination is not carried out in the power plant's own laboratory, provide the test glass with the following data:

- Name of the plant
- Trade mark of the fluid
- Sampling point
- Date and operating hours of filling.

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## 4 MAINTENANCE, SERVICING, RE-FILLING

### 4.1 Maintenance and servicing

Economic and technical aspects prove that optimum availability can only be achieved if the following requirements are met.

- The regeneration plant must be continuously connected to the circuit.
- The regeneration filter cartridges must be stored in dry surroundings or be dried before being fitted into the regeneration plant.
- Utmost cleanliness is necessary during assembly and dismantling.
- Openings in tanks and pipes should only be uncovered if absolutely necessary and for a short time.
- In tanks without regeneration plant the hydraulic fluid should be cleaned in a mobile regeneration plant when the recommended limit values, see check list, are exceeded.
- Efforts shall be made to keep the neutralization number (NZ) at a value of less than 0.2 mg KOH/g. Replace the regeneration filter cartridges if this value is exceeded. With higher neutralization numbers it is very difficult to reach once again an acceptable value. A high NZ causes accelerated ageing of the medium.



#### Note

NZ > 0.5 mg KOH/g is a maximum value, which must not be exceeded.

### 4.2 Re-filling the tank

The tank of the pressure generation system shall principally be replenished with hydraulic fluid of the same trademark and viscosity class.

Re-filling of the clean control and safety system must be via a filter with a mesh size of 5 µm in order to filter off possible impurities of the storage and shipping barrels.




#### Note

Mixing different hydraulic fluids can cause premature ageing and other negative side effects!

Such mixing requires consultation of the fluid suppliers and is only useful if tests in the laboratory have shown that no negative effects are to be expected.

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### Note

It is recommended to record all re-filling operations so that changes in the hydraulic fluid can be correctly assessed.

## 5 SELECTION OF THE SUPPLIER

As a rule, only hydraulic fluids are permitted that meet the requirements of the specification table, Fig. 1.

### 5.1 Tested flame-resistant hydraulic fluids


Fig. 5 lists the hydraulic fluids, which GE has tested or tested by qualified external lab and approved in accordance with the values of the specification table in Fig. 1.

This list serves as a guideline for selecting a hydraulic fluid and does not claim completeness.

Supplier	Type designation	ISO viscosity class
AKZO	Fyrquel EHC	46
	Fyrquel 220 N	46
	Fyrquel EHC-S (Synthetic)	46
BP	Energol SF-D 302M	46
Castrol	Anvol PE 46 XC	46
Fina	Hydran FR32 NS/B 4417	46
	Hydran FR NSG 38/B 4696	46
	Hydran FR/B 4421	46
ICL-IP America Inc.	Fyrquel EHC Plus	46
Lanxess	Reolube HYD 46B	46
	Reolube Turbofluid 46B	46
	Reolube Turbofluid 46XC	46
	Reolube HYD 46	46
Mobil	Pyrotec HFD 46B	46
Shell	Turbo S5 DR 46	46
Total	Hydransafe FR EHC	46
Indian Oil Corporation Limited	Servosynturbo GF 46*	46

As of: March 2021

Figure 5 GE-tested hydraulic fluids

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## 5.2 Untested flame-resistant hydraulic fluids

When a plant operator requests to use a hydraulic fluid that is not listed in the above table, the fluid shall be tested in one of the GE's qualified laboratories in accordance with the specification table (Fig 1). The expense for the testing shall be borne by the oil supplier. It is only approved and will be added to the list when all mentioned standards have been followed, all requirements are met and the test report (including all test results) of a qualified lab was send to GE with the following statement of the lab "The hydraulic fluid xxx (name) of yyy (oil company) fulfills all requirements of the GE Flame-Resistant Hydraulic Fluids specification HTGD690149 Revision xx".

## 5.3 GE's qualified laboratories

USA/Americas:

Texas Oil Tech Laboratories

<http://tol-lp.com/>

10630 Fallstone Road

Houston, TX 77099, US

phone: +1-281-495-2400

Europe / Asia (labs in Germany and China):

OELCHECK GmbH

Kerschelweg 28

83098 Brannenburg, Germany

[www.oelcheck.de](http://www.oelcheck.de)

phone: +49 8034 9047-0

E-Mail: [info@oelcheck.de](mailto:info@oelcheck.de)

Europe:

VGB PowerTech Service GmbH

Oil Lab

Glückaufstraße 56


45896 Gelsenkirchen, Germany

[https://www.vgb.org/en/news\\_oellabor.html](https://www.vgb.org/en/news_oellabor.html)

phone: +49 201 8128-160

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## CHECKLIST

Notes on the acceptance of and procedure for the delivery of oil or hydraulic medium to the plant and for the first filling of the lube oil or hydraulic tank

Plant:.....		GE order No.:.....	
Customer/plant operator:.....		Supplier of medium: .....	
Medium/type: .....	Density at 20 ° C: ..... kg/dm <sup>3</sup>		Viscosity class: .....
Supply: Forwarding company: .....		<input type="checkbox"/> Tank cars <input type="checkbox"/> Barrels other.....	
Date of delivery:.....		Supplied quantity: .....	
Does the supplied type agree with the ordered medium type? .....			
Test certificate of the supplier must be available: Available <input type="checkbox"/> yes <input type="checkbox"/> no (chapter 2.3 of specification)			Date:.....
<b>Sampling on delivery:</b> Before unloading or filling the lube oil/hydraulic tank, at least 3 samples of approx. 2 litres each must be taken from the supplied charge and forwarded to the chemical engineer of the customer (to ensure subsequent traceability). The samples must at least bear the following information in a legible and durable manner: <ul style="list-style-type: none"> <li>• Identification of supplier and product (type, viscosity class)</li> <li>• Carrier, date of delivery, charge or delivery No.</li> <li>• Name and order No. of turboset</li> </ul>			
<b>Medium will be used for:</b> <input type="checkbox"/> Hydraulic system <input type="checkbox"/> Other			
<b>Filling the tank:</b> When filling the tank for the first time, the medium must be passed through a filter unit (e.g. oil centri-fuge, filter re-pumping unit or similar unit). Minimum requirement: 25 µm filter cloth over filling opening. See also flushing instructions for the plant in question.			
Date of filling:.....		Filled-in quantity:.....	
Filter unit used: .....		Filter mesh:.....	
Date:.....		Initialed by GE representative: (Commissioning/Erection Project Man.).....	
Checklist and test certificate of oil supplier (see above) forwarded to GE PM on: .....			

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**Remarks:**

# CHECKLIST FOR Purchase Indent

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PI No: 340128169

Sl. No.	Check Point	Remarks (Yes / No / NA / Value / Percentage) / Strike off whichever is not applicable.
1.	<b>Technical Specification:</b>	
	a. Technical Specification & Latest revision of Drawing is enclosed. Please mention Specification No.	AS PER NIT
2	<b>Delivery Requirement</b>	
	a Recommended delivery schedule in terms of number of days from PO. Lot-wise schedule also to be provided, if applicable. (Indenter must be careful in giving delivery schedule as offers giving deviation in delivery are bound to be rejected)	90 DAYS (First Lot) and 180 DAYS (Second Lot) FROM PO PLACEMENT DATE.
3.	<b>Quantity justification</b>	
	a In case of stock item – following details to be provided: (i) Annual requirement as per production plan (ii) Available stock including that on shop floor (iii) Pending supplies against already placed POs (iv) Quantity in running enquiry, if any	PLANNING RESPONSE VIA EMAIL
	b In case of WO specific item – following details to be provided: (i) Details of actual project requirement with respect to quantity already received. (ii) Planned delivery of job and planned cash collection	COMMERCIAL RESPONSE VIA EMAIL
	c Whether quantity variation for items in this indent permitted. If so, same to be mentioned in PI/checklist.	NO
4.	<b>Documents enclosed as per Nature of PI:</b>	
	a. <b>Emergency Certificate</b> in designated format enclosed? (duly approved by HOD)	NA
	b. <b>Single Tender Certificate</b> in designated format enclosed? (duly approved by HOD)	NA
	c. <b>Import Justification</b> in designated format enclosed? (duly approved by HOD)	YES
	d. <b>Customs duty</b> applicability format enclosed?	Refer Commercial mail regarding custom duty.
	e. <b>Developmental/Trial PI:</b> Supporting documents regarding justification for development of vendor <b>Or</b> MOM of MISCC meeting including details of quantity to be indented to be attached.	NA

# CHECKLIST FOR Purchase Indent

MMTCB:PI/CL Rev 03 DT. 23/10/2021

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PI No: 340128169

Sl. No.	Check Point	Remarks (Yes / No / NA / Value / Percentage) / Strike off whichever is not applicable.
5.	<b>Vendor List:</b>	
	a. Correct PMD No. & Material Category indicated in PI?	YES
	b. Enquiry to be issued to all PMD vendors? – Not applicable in case of GEM tenders.	YES (Global Press Tender)
	c. Any additional known sources, in addition to those in PMD, to be informed about NIT in case of GeM/open tender. Supplier name and Email ids to be mentioned.	ADDITIONAL SUPPLIERS AS PER ALSTOM SPECIFICATION HTGD 690 149 REV T
	d. Is customer's vendor list applicable? In case BHEL PMD vendor list has additional vendors other than those in Customer approved list, effort taken to include BHEL PMD vendors may please be recorded through supporting document/correspondence.	NA
	e. Customer approved vendor list is enclosed?	NA
	f. Is splitting of quantity among more than one vendor required? If so, ratio to be specified.	NO
	g. Is the quantity divisible among two or more vendors in case Make In India or MSE Purchase preference is to be applied? (Clause No 3A (b) and (c) of MII-PPO No. P-45021/2/2017-PP (BE-II) Dt. 4/7/2020 can be referred)	NO
6.	h. Is the offer to be accepted only from OEMs	NO
	<b>Inspection Requirements:</b>	
	a. No specific requirement. Inspection after receipt of material at BHEL?	NO
	b. Source Inspection by BHEL required?	YES
	c. Source inspection by TPIA required. If yes, QAP to be mandatorily enclosed. QAP No. may please be mentioned.	YES
	d. Joint Inspection by BHEL & Customer required?	YES
	e. Joint inspection by Customer and TPIA required?	YES
	f. Customer approved QA plan is applicable? If yes, copy to be enclosed.	YES (QAP to be submitted by supplier for NPCIL approval)
7.	g. Any specific inspection requirement for Import items, to be clearly listed.	Inspection shall be done as per NPCIL approved QAP.
	<b>Documents required from Vendor:</b>	



# CHECKLIST FOR Purchase Indent

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Sl. No.	Check Point	Remarks (Yes / No / NA / Value / Percentage) / Strike off whichever is not applicable.
8.	Documents required from vendor, along with offer, after PO placement and at the time of supply, to be clearly listed and indicated in PI (e.g. Test Certificates / Guarantee Certificate / QA Plan / Drawing / Information Booklet etc.)	AS PER NIT
	<b>Basis of Estimation:</b>	
	Basis of PI Estimation given? (Previous PO of identical or similar item / Budgetary quote / Estimate calculations / First principle) – Please note – all estimates to be made based on FOR Destination and should mention GST component also.	BUDGETARY ESTIMATION
	Reason for considering Budgetary offer for estimate preparation	
9.	<b>Price Basis for PO</b>	
	a. Firm Price / PVC?	NA
	b. In case of PVC, whether PVC formula / PVC factor base rate mentioned? PVC formula and ratio can be mentioned here also	NO
	c. PO to be placed on overall L1 basis <b>Or</b> Individual item L1 basis?	NA
10.	<b>Commissioning of Equipment / Payment Break-up:</b>	
	a. Whether Installation Commissioning And Testing by vendor is required?	NO
	If yes, please indicate the payment break-up below:	NA
	i) Payment to be done upon supply (%):	NA
	ii) Payment to be done after commissioning (%):	NA
	iii) Time frame for commissioning of equipment, after supply? (Balance payment will be released after this. period)	NA
11.	c. Performance Bank Guarantee required?	NA
	<b>Guarantee/Warranty Requirements:</b>	
12	Guarantee/Warranty requirements and period clearly specified – As per GeM STC / BHEL GTC / any other	AS PER BHEL POLICY
	<b>Delivery Destination</b>	
	a. Material to site (GSOS)?	YES
	b. In case of GSOS, whether PI issued in 3 series?	YES

# CHECKLIST FOR Purchase Indent

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Sl. No.	Check Point	Remarks (Yes / No / NA / Value / Percentage) / Strike off whichever is not applicable.
	c. Full consignee details and address given for all project sites?	YES- (MANAGER (MATERIALS) NUCLEAR POWER COR OF INDIA LTD RAJASTHAN ATOMIC POWER PROJECT-7&8 PLANT SITE, PO- ANUSHAKTI VIA- KOTA, RAJASTHAN- 323303 GSTIN: 08AAACN3154F1ZQ)
13.	<b>Information with respect to Global Tender Enquiry restriction</b>	NO
	Please provide date of submission of bid by TRS for the work order against which the item is proposed to be procured.	NO
	Is the item essentially with MII content of <20%	NO
14.	<b>GeM related information:</b>	
	GeMAR & PTS report attached with indent (If availability report is submitted, same shall be procured through specific category available on GeM, otherwise custom bid to be adopted). If category does not exist, LIB number to be specified in the indent, In case exact category does not exist then can existing broad category be used with additional parameters	NON GEM
15	<b>Additional Terms and Conditions for GEM</b> – These are based on some standard templates available on GeM at <a href="https://gem.gov.in/additional-terms-and-conditions">https://gem.gov.in/additional-terms-and-conditions</a> . Some or all of these criterion can be selected. Other ATCs may also be referred on GeM website and can be mentioned here for selection by Purchase Officer during preparation of NIT. Indentor may also provide their own PQR, if desired. Comments under check point column is only for guidance.	
	Bidder Annual Turn Over • Not Applicable - If customer approved Vendor List is applicable • Not Applicable – for small value items • Applicable for high value items.	NO
	(As per GeM drop-down menu, bidder annual turnover is restricted to maximum 50% of bid estimation value. Indentor may choose any value between 0% to 50%) Average Annual Turn Over Of OEM • Not Applicable - If customer approved Vendor List is applicable • Not Applicable – for small value items • Applicable for high value items- PQR to be made as per Vigilance circular guidelines	NA



# CHECKLIST FOR Purchase Indent

MMTCB:PI/CL Rev 03 DT. 23/10/2021

PI No: 340128169

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Sl. No.	Check Point	Remarks (Yes / No / NA / Value / Percentage) / Strike off whichever is not applicable.										
	This should be selected if item is to be necessarily procured through OEM only. (As per GeM drop-down menu, bidder annual turnover is restricted to maximum 400% of bid estimation value. Indentor may choose any value between 0% to 400%)											
c.	Years of Past Experience required ● Not Applicable - If customer approved Vendor List is applicable ● 2 years or as per customer requirement	NA										
d.	Past Performance (% supply made to central/ state utilities/ PSUs/Public listed companies in the last 3 years) ● Not Applicable - If customer approved Vendor List is applicable ● For other cases <table><tr><th>Item Qty.</th><th>% Supply</th></tr><tr><td>1 - 2</td><td>80%</td></tr><tr><td>3 - 4</td><td>50%</td></tr><tr><td>5 - 50</td><td>20%</td></tr><tr><td>&gt;50</td><td>10%</td></tr></table>	Item Qty.	% Supply	1 - 2	80%	3 - 4	50%	5 - 50	20%	>50	10%	NA
Item Qty.	% Supply											
1 - 2	80%											
3 - 4	50%											
5 - 50	20%											
>50	10%											
e.	Document required from seller -  i) Experience Criteria - Yes/ No depending on point number 15.c) above, ii) Past Performance - Yes/ No depending on point number 15.d) above iii) Bidder Turnover - Yes/ No depending on point number 11. a & b above iv) Any other Certificate (As requested in ATC) - Yes/No, as per special conditions of Enquiry, if any v) OEM Authorization Certificate - Yes, if applicable vi) OEM Annual Turnover - Yes/ No depending on point number 15. a & b above	NA										
f.	Do You Want Comprehensive Maintenance Contract For This Bid?	No										
g.	Do You Want Annual Maintenance Contract For This Bid?	No										
h.	Material safety datasheet whether required or not	No										
i.	Any additional PQR to be added in ATC	No										

## CHECKLIST FOR Purchase Indent

MMTCB:PI/CL Rev 03 DT. 23/10/2021

**PI No:** 340128169

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Sl. No.	Check Point		Remarks (Yes / No / NA / Value / Percentage) / Strike off whichever is not applicable.
	j	Any relaxation in PQR to be provided under MII startup or MSE vendors.	
			NO

*Amit*  
10/10/23

Indent Initiator

AMIT KUMAR

Dy. Pgr ISTR

*Amit*  
10/10/23

Indent Approver

संजीव कुमार / SANJEEV KUMAR  
उप महाप्रबंधक (अभिकल्प) एस.टी.ई.  
: Dy. General Manager (Design) S.T.E.  
बी.एस.ई.एल., भोपाल / BHEL, Bhopal



**Report ID:** GEM/GARPTS/12042023/CTTNQKU0J1JC

**Report Name:** FRF CONTROL OIL FOR FLUSHING

**Generated By:** Amit Kumar , Department of Heavy Industry , Ministry of Heavy Industries and Public Enterprises

**Generated On:** 12/04/2023

**Valid till:** 12/05/2023

### **GeM Availability Report and Past Transaction Summary**

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

*Order Count and Order Value displayed is on a cumulative basis since GeM inception.*

**1. Search String: CONTROL FLUID FOR FLUSHING + FIRST FILL + OPERATION OF CONTROL FLUID SYSTEM OF NUCLEAR STEAM TURBINE AS PER ALSTOM SPECIFICATION HTGD 690 149 REV T & KKP/34/S/GFR---/ES/005 & SAMPLE QUALITY ASSURANCE PLAN (QAP) BBU DETAILS FOR LOT NO. 1- BBU SL NO. RAPP-7-A3.2-M-014 , BOX NO 755114 AND FOR LOT NO.2- BBU SL NO. RAPP-8-A3.2-M-014 , BOX NO 855114 , BBU DESCRIPTION: CONTROL FLUID ( FIRST FILL), QTY FOR 2 UNITS -2 FILL.]**

Search type: Product

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

**amit mishra**

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**From:** Syed Adnan <sadnanahmed@bhel.in>  
**Sent:** 19 April 2023 16:03  
**To:** 'amit mishra'  
**Subject:** FW: Import Duty confirmation required for indenting of Control Oil (FRF) of 700MW<sub>e</sub> RAPP 7&8.  
**Attachments:** RAPP Essentiality Certificate.PDF

**From:** Asif Iqbal(Engineer/STS80100/HEP) [mailto:asif.iqbal@bhel.in]  
**Sent:** Monday, April 10, 2023 10:32 AM  
**To:** Amit Kumar, Dy Manager/STE40100/HEP <amitmishra@bhel.in>  
**Cc:** Sandeep Saxena, Dy GM/MTX35100/HEP <s.saxena@bhel.in>; sadnanahmed <sadnanahmed@bhel.in>; Sanjeev Kumar, Dy GM/STE40100/HEP <skumar2@bhel.in>; Anup Khare, Sr Dy GM/STE40100/HEP <akhare@bhel.in>  
**Subject:** Re: Import Duty confirmation required for indenting of Control Oil (FRF) of 700MW<sub>e</sub> RAPP 7&8.

Dear Sir,

Please find attached copy of Essentiality Certificate as issued by Customer for availing the Custom Duty exemption benefit on import of material for RAPP-7&8.

As Control Oil (FRF) is not covered in attached Essentiality Certificate, hence, Custom Duty exemption benefit shall not be applicable for importing the Control Oil (FRF).

*Thanks & Regards,*

*Asif Iqbal  
Engineer (CommI)  
Heat Exchanger Sales Division  
Bharat Heavy Electricals Limited, Bhopal  
Ph - 0755 250 2773*

---

**From:** "Amit Kumar, Dy Manager/STE40100/HEP" <amitmishra@bhel.in>  
**To:** "asif iqbal" <asif.iqbal@bhel.in>  
**Cc:** "Sandeep Saxena, Dy GM/MTX35100/HEP" <s.saxena@bhel.in>, "sadnanahmed" <sadnanahmed@bhel.in>, "Sanjeev Kumar, Dy GM/STE40100/HEP" <skumar2@bhel.in>, "Anup Khare, Sr Dy GM/STE40100/HEP" <akhare@bhel.in>  
**Sent:** Monday, April 10, 2023 9:35:42 AM  
**Subject:** Import Duty confirmation required for indenting of Control Oil (FRF) of 700MW<sub>e</sub> RAPP 7&8.

Dear Asif,

As per discussion and screen shot, please confirm the Import Duty Type for indenting of Control Oil (FRF) of 700MW<sub>e</sub> RAPP 7&8.

Find %

Code	Description
1	DEEC/NIL DUTY
2	PROJECT IMPORT-PARTIAL DUTY
3	PROJECT IMPOERT-NIL DUTY
4	EPCG-EXPORT PROMOTION CAPITAL GOODS/NIL DUTY
5	CENTRAL EXCISE CERTIFICATE
6	MERIT
7	POWER CERTIFICATE-PARTIAL DUTY

Find OK Cancel

ement System B.H.E.L., Bhopal  
Amendment/Transaction Modification

Rev. No. 0 For/Against N TC MOU

ducational N Penalty N Devel

Service Tax N Tools to be  
to Vendor

Import Justification Attached N Emergency Just A

Financial Impact (Rs)

Enq Org Gate Pass Y Enq D

Two Part Y

Dept 401 Name AMIT KUMAR Designation DY.MANAGER  
No. Items 1 Value Range I Amend Date 16032023 Tot Est Val 6

1. Modify Header Details

3. Modify Item Description

5. Delete Item

7. Modify Planing/Approve/Clear

9. Add Risk & Cost PO details

Option : ☐

2. Modify Item Details

4. Modify Indent Remarks

6. Add item details

8. Upload Gelft Item Reports

10. Upload Checklist Document
- Refresh Save Help Exit VIEW USER MANUAL

Choices in list 7  
Record: 1/1

List of Valu...



Sl.No.	TPI Agency	Scope of Coverage
1.	M/s TUV Sud South Asia Pvt. Ltd.	<b>Within &amp; Outside India</b>
2.	M/s Lloyd's Register Marine and Inspection Services India LLP.	
3.	M/s TUV Rheinland (India) Pvt. Ltd.,	
4.	M/s SGS India Pvt. Ltd.	
5.	M/s Bureau Veritas (India) Pvt. Ltd.,	
6.	M/s TUV India Pvt. Limited.	
7.	M/s IRCLASS Systems and Solutions Pvt. Ltd.	<b>Within India</b>
8.	M/s Tata Projects Limited	

- a) The TPIAs listed above are acceptable for providing QS coverage on behalf of NPCIL/Package contractors as indicated above.
- b) Inspection personnel of above eight (08) TPIAs shall be subjected to evaluation and acceptance as per QAD/Proc/018 of QMSD, before engaging them for inspection on NPCIL jobs.
- c) Acceptance of these TPIAs shall be valid up to the contract date of empanelment or currency period of NPCIL package contracts, whichever is earlier.

---

**amit mishra**

**From:** amit mishra <amitmishra@bhel.in>  
**Sent:** 19 April 2023 16:32  
**To:** 'skumar2@bhel.in'  
**Subject:** FW: Request for the acceptance of Inspection agency (M/s Llyods Register) for the Bearing Pads for E & C spares for RAPP 7 & 8 -OEM M/s Euro Bearings (Italy)  
**Attachments:** TPIs.jpg

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**From:** rahul [mailto:rschoudhari@bhel.in]  
**Sent:** 19 April 2023 15:16  
**To:** 'amitmishra' <amitmishra@bhel.in>  
**Cc:** ManiPrabhakar-HEP <m.prabhakar@bhel.in>  
**Subject:** FW: Request for the acceptance of Inspection agency (M/s Llyods Register) for the Bearing Pads for E & C spares for RAPP 7 & 8 -OEM M/s Euro Bearings (Italy)

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**From:** jaipalmundri [mailto:jaipalmundri@npcil.co.in]  
**Sent:** 18 February 2022 17:36  
**To:** MANISH PRABHAKAR <m.prabhakar@bhel.in>  
**Cc:** rahul <rschoudhari@bhel.in>; Divya <pmgdivya@bhel.in>; Subhash Singh <subhash.singh@bhel.in>; gssodhi <gssodhi@npcil.co.in>; sandeep@npcil.co.in  
**Subject:** RE: Request for the acceptance of Inspection agency (M/s Llyods Register) for the Bearing Pads for E & C spares for RAPP 7 & 8 -OEM M/s Euro Bearings (Italy)

Dear Sir,

This is in reference of your trailing mail regarding Third Party Inspection Agencies (TPIA's) for providing inspection services on behalf of NPCIL package contractors. The NPCIL approved TPI agency list outside & inside India with applicable condition is attached.

**M/s Lloyd's Register Marine and Inspection Services India LLP** is under approved List.

सादर/ Regards,  
जयपाल मुन्दरी । JAIPAL MUNDRI  
अधिकासी इंजीनियर(टीजीपी) । EE(TGP)

नामिकीय ऊर्जा भवन । Nabhikiya Urja Bhavan,  
न्यूक्लियर पावर कॉर्पोरेशन आफ इन्डिया लिमिटेड । Nuclear Power Corporation of India Limited,  
अनुशक्तिनगर । Anushaktinagar,  
मुंबई - 400094 । Mumbai - 400094.

Contact no सें



ERROR: undefined  
OFFENDING COMMAND: 01

STACK:

-savelevel-

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**  
**MATERIAL MANAGEMENT – THERMAL DIVISION**

**ANNEXURE-D**

*For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 revised on 04/06/2020 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.*

*As per the Provisions of this order, please submit **a self-certification complying with the conditions below on company letterhead duly signed by competent authority.***

**Format:**

I ....., hereby declare on behalf of M/s. .... that we are participating in the Enquiry No. .... floated by BHEL, Bhopal (MP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 revised on 04/06/2020 & 16/09/2020 *with its amendments* and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

2. As per the Provisions of this order, “**Class-I/Class-II Local Suppliers/Non Local Suppliers**” are eligible to bid for the tender.

- (a) A supplier will be treated as “**Class-I Local Suppliers**”, if the items quoted by bidder have local content equal to or more than 50%.
- (b) A supplier will be treated as “**Class-II Local Suppliers**”, if the items quoted by bidder have local content more than 20% but less than 50%.
- (c) A supplier will be treated as “**Non Local Suppliers**”, if the items quoted by bidder have local content less than or equal to 20%.
- (d) ‘**Local Content**’ means the amount of value added in India which shall, unless and otherwise prescribed by NODAL Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, **in percent**.

3. I hereby declare that our firm qualifies as “**Class-I/Class-II Local Suppliers/Non local Supplier**” (Tick as applicable).

a. **The Local Content in the items quoted under this Enquiry is ..... Percent**

b. Details of location(s) in India where this value addition shall be done, is/are as follows: (Mention Factory location)

- (a) .....
- (b) .....
- (c) .....

4. That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (i.e.)/BHEL/Government Authorities for the purpose of assessing the local content, action shall be taken against me/my firm in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

(.....)

For M/s. ....

(Seal & Sign)

**ANNEXURE-B (COMMERCIAL FOR INDEGENOUS VENDORS)**  
**(Submit the document with company's seal and authorized signature)**  
**Enquiry No – E1633011**

S.No.	BHEL TERMS	Vendors Remarks
1.	<b>Prices shall be firm till delivery</b>	
2.	<b>INSPECTION:</b> INSPECTION BY BHEL APPOINTED TPI AND NPCIL AS PER APPROVED QAP.  BHEL/customer and/or Third party appointed by BHEL shall do Inspection at your works. Third party inspection charges shall be borne by BHEL. Any other inspection/ testing charges if any are to be included in the quoted prices. Minimum 10 days' notice to be given for inspection. Please confirm.	
3.	<b><u>Delivery Destination:</u></b> - The material is required to be <b>supplied</b> to FOR BHEL RAPP SITE.	
4.	Price to be furnished on <b>FOR destination</b> , duly insured basis inclusive of P&F charges. ITEMS TO BE DIRECTLY DISPATCHED TO SITE ADDRESS : MANAGER (MATERIALS) NUCLEAR POWER CORPORATION OF INDIA LTD RAJASTHAN ATOMIC POWER PROJECT-7&8 PLANT SITE, PO- ANUSHAKTI, VIA- KOTA, RAJASTHAN-323303	
5.	<b><u>Delivery Period:</u></b> Delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order/Document approval date. The required delivery is <b>90 Days (1st lot) and 180 days (second lot) from the date of document approval. Please clearly specify.</b>	
6.	<b><u>Payment terms:</u></b> PAYMENT TERMS – 100 % PAYMENT IN 90 DAYS OF RECEIPT (45 DAYS FOR MICRO & SMALL ENTERPRISES (MSE) AND 60 DAYS FOR MEDIUM ENTERPRISES INCLUDING UDYOG AADHAR/ UDHYAM REGISTERED SUPPLIERS AS PER RELEVANT ACT IN FORCE), SUBJECT TO ACCEPTANCE OF MATERIAL AND RELEVANT DOCUMENTS AT RAPP SITE.	
7.	Confirm whether bidder is <b>Manufacturer or Trader or Dealer</b> of items under enquiry. In case of Trader or Dealer, please furnish authorization certificate from OEM.	
8.	<b><u>Penalty:</u></b> - LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value (Please refer clause 9 of GCC).	
9.	<b><u>Specify</u></b> HSN code OF MATERIAL item wise in the offer.	
10.	GST TYPE & ITS PERCENTAGE APPLICABLE item wise mentioned in the offer (IGST/CGST+SGST/UGST)	
11.	The offer must be valid for 120 days from the date of technical bid opening.	
12.	Submitted duly seal & signed on all pages – BHEL GTC (BP200102)	
13.	Confirm <b>UDYAM Certificate</b> is Submitted, In Case Bidder is an MSE Vendor. (As Per Order F. No. 1(2)(1)/ 2016-MA Dated 09/02/2017 From Min. Of MSME Traders/Agents Are Not Allowed For Benefits/Relaxations Extended to MSES.)	
14.	<b>GeM Seller ID No -</b>	
15.	Supplier to Furnish All Inspection Reports, Material TC & GC to PO Issuing Authority After Supply / Along with Supply.	
16.	Submitted duly seal & signed – Annexure D	
17.	Submitted duly seal & signed – Annexure C	
18.	Submitted duly seal & signed – PQR	

**NOTE-**

- 1) DEVIATION IN ANY COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE.
- 2) IN CASE OF ANY CONFLICT, CONFIRMATION BY VENDOR PROVIDED HERE WILL SUPERCEDE.
- 3) IN CASE BIDDER IS NOT MAKING AN OFFER AGAINST THIS ENQUIRY, WE REQUEST THE BIDDER TO POST THE REGRET LETTER.

## Company Letter head

Date: {insert date}

To,  
Bharat Heavy Electricals Limited  
Piplani  
Bhopal-462023  
Madhya Pradesh  
India

I/We hereby certify (for the period from \*\_\_\_\_\_ to \_\_\_\_\_) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company has its permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and \_\_\_\_\_("the tax treaty" for short).  
**And/or**
4. the Company has a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty  
**And/or**
5. the Company has agent(not of independent status) in India as stipulated in Article 5 of the tax treaty  
**And/or**
6. The company has business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which its business is carried on in India.

**But as far as our business dealing with your organization is concerned we are not using this permanent establishment and business connections and we are dealing directly from our office situated in \_\_\_\_\_.**

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For & On behalf of

{Insert name of the company}

Authorized Signatory with Seal

\*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.

## Company Letter head

Date: {insert date}

To,  
Bharat Heavy Electricals Limited  
Piplani  
Bhopal-462023  
Madhya Pradesh  
India

I/We hereby certify (for the period from\* \_\_\_\_\_ to \_\_\_\_\_) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company does not have and is not likely to have a permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and \_\_\_\_\_ ("the tax treaty" for short).
4. In this regard, it is further confirmed that:
  - the Company does not have or is not likely to have a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
  - the Company does not have or is not likely to have any dependent agent in India as stipulated in Article 5 of the tax treaty
5. The company does not have any business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which business is carried on in India.

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For& On behalf of

{Insert name of the company}

Authorized Signatory with Seal

\*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.

## **ANNEXURE- C**

### **DECLARATION BY BIDDERS REGARDING CONFLICT OF INTEREST**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer.

There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal, or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

We confirm to above conditions of NIT against **enquiry no/ GeM bid no-** .....

Sign/seal of bidder

(.....)

For M/s. ....

## GENERAL TERMS AND CONDITIONS OF ENQUIRY

Sl.No.	Description
1	<b>General:</b>
A	These General terms & conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure.
2	<b>General Instructions - Common for Indigenous &amp; Foreign enquiries</b>
A	<b>Through E- procurement</b>
A1	<p>1. Offer shall be submitted by the bidders in single/two parts as called in Tender enquiry.  Bid Part - I      Technical cum Commercial bid  Bid Part - II      Price bid</p> <p>2. Suppliers shall quote <b>price</b> on BHEL authorised third party service provider <b>e-procurement site</b>. Any deviation from the price format shall be clearly brought out in the offer Bid part I.</p> <p>The offer shall be uploaded on BHEL e-procurement site using Class III digital signature. <b>Bidders to put sign and seal on all the uploaded documents.</b> The quotation should be uploaded on the site before due date and time.</p> <p>Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.</p>
B	<b>Through tender room</b>
B1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
B2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover.</p> <p>In case of Two part Bid, technical bid containing technical offer, this GTC duly filled-in &amp; signed; and <b>un-priced copy</b> of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to In charge, Tender Room, Bharat Heavy Electricals Ltd. 2<sup>nd</sup> Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date.</p> <p>Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.</p>
B3	Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.
B4	Bidder can also submit offer through email, if called for in the enquiry, at the email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail.
C	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
D	<p>BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a>) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (available on <a href="http://www.bhel.com">www.bhel.com</a>).</p> <p>The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price /envelope-sealed price)</p>



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	<p>thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.</p> <p>If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (available on <a href="http://www.bhel.com">www.bhel.com</a>).</p> <p>In case RA fails, sealed/E-proc price bids shall be opened in line with RA Guidelines. In case BHEL decides to open the sealed paper price bids, bids of all the techno-commercially acceptable bidders will be opened on the assigned date.</p>
E	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
F	Offers shall be submitted directly by vendor or his authorized agent only. Unsolicited offers shall be summarily rejected.
G	Bid in single part or techno-commercial bid in <b>two-part</b> system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
H	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <i>30 days</i> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.
I	<ol style="list-style-type: none"><li>Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.</li><li>Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period of offer.</li><li>In case of changes in scope and / or technical specification and / or commercial terms &amp; 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.</li></ol>
J	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
K	Wherever the enquiry is issued to unregistered vendor, the bidder shall visit ' <a href="http://www.bhel.com">www.bhel.com</a> ' for submitting the online Supplier Registration Application. Price bids of such vendors, will be opened only on techno-commercial acceptance of bid & after supplier registration.
L	BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.
M	Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details.
N	Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
O	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. ( <a href="http://www.bhel.com">www.bhel.com</a> & <a href="http://www.bhelbpl.co.in">www.bhelbpl.co.in</a> ) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
P	In the course of evaluation, if more than one bidder happens to occupy <b>L-1</b> status and the order is to be placed on a single vendor, effective <b>L-1</b> will <b>be</b> decided in the order of availability of goods from Indigenous sources, suitability of delivery period to BHEL's requirements, vendor performance rating and quantum of past business volumes with the vendor in last 3 years, preceding the current financial year, for the same item. BHEL's decision in such situations shall be final and binding.
Q	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of LI price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser can also consider awarding of part of the tendered quantity to other than L-1 bidder at LI counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
R	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <b><u>besides BHEL taking appropriate punitive action as deemed fit.</u></b>
3	<b>Delivery Terms</b>
A	<b>Indigenous Purchase</b>





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A1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.	
B	<b>Foreign Purchase — Imports</b>	
B1	<ol style="list-style-type: none"> <li>1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.</li> <li>2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Dry Port - ICD Mandideep (INMDD6) for FCL (Full Container Load) Cargo of GP &amp; HC Containers.</li> <li>3. For other cases - Other than GP &amp; HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT) &amp; Break-bulk Cargo at Mumbai (MPT).</li> <li>4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport.</li> <li>5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.</li> <li>6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading.</li> <li>7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance &amp; shipping line port handling charges etc to work out landed cost at Sea Port.</li> <li>8. Please visit BHEL Bhopal website <a href="http://www.bhelbpl.co.in">www.bhelbpl.co.in</a> for details of named Air ports and Sea ports. Name of the gateway port so chosen by the Seller shall be indicated by the Bidder in his offer.</li> </ol>	
B2	<ol style="list-style-type: none"> <li>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum <b>14 days' detention free period</b> from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be <b>loaded</b> for the period short of 14 days' period.</li> <li>2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Seller's account.</u></li> </ol>	
4	<b>Vendor's particulars &amp; logistics information (Bidder to give details against each of the provisions)</b>	
A	Name of the vendor's executive to deal with this tender / project	
B	E-mail address of the contact person	
C	Telephone no. of the contact person	
D	Name of location from where the goods shall be offered for inspection and dispatch	
5	<b>Additional logistics information for Imports</b>	
A	Bid currency	
B	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L	
C	Name of Airport in the country of dispatch for FCA delivery terms	
D	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)	
E	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)	
F	Approx. distance in km. from Vendor's works to Port of Loading	Sea port /Air port
6	<b>Delivery Schedule &amp; Completion date</b>	
A	<ul style="list-style-type: none"> <li>• Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry.</li> <li>• Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</li> <li>• Seller shall deliver the goods in the manner and schedule agreed under the Purchase order.</li> <li>• Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.</li> <li>• If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable.</li> <li>• BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.</li> </ul>	
B	In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery.	
C	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.	
7	<b>Transit Insurance</b>	



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A	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	<b>Force Majeure</b>
A	Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	<b>Penalty for delayed performance.</b>
A	I. Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. Any deviation based on specific requirement shall be specified separately in the NIT. II. However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value. III. In case of any amendment / revision, the penalty shall be linked to the amended / revised PO. IV. Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder ( at offered value)
B	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.
C	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
10	<b>Indian Agents and Agency commission</b>
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
B	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.
C	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.
D	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.
11	<b>Documentation:</b>
A	<b>Indigenous Purchase</b>
	Seller shall arrange to send to the consignee, Original Tax invoice (Buyer's copy and duplicate for Transporter), Commercial invoice in duplicate, consignee copy of LR & 2 sets each of Packing list, Test certificate, Guarantee / Warranty certificate, O & M manuals (where applicable), immediately on despatch of the goods. The distribution of such documents will be specified in the Purchase order. In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.
B	<b>Foreign Purchase — Imports</b>
	Seller shall send 1 set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the



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	<p><b>Purchaser</b></p> <ol style="list-style-type: none"><li>Express / Original 'Clean on board' Bill of Lading / AWB.</li><li>One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.</li><li>Original Certificate of Country of Origin issued by Chamber of Commerce.</li><li>One set of Original Test Certificates and O&amp;M Manual where called for.</li><li>Fumigation / Phyto Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.</li><li>Supplier should additionally forward 2 sets of original documents mentioned at point 1 to 5 along with original bill to Lading through any international courier service/registered airmail or AWB by captain's mail within three days of obtaining the same directly to the following:</li></ol> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>(i) AGM (M.S) Regional Operations Division BHEL 14<sup>th</sup> Floor Centre-1 World Trade Centre, Cuffe Parade Colaba, Mumbai 400 005 INDIA Email - <a href="mailto:msseabpl@bhel.in">msseabpl@bhel.in</a> (In case of sea freight) <a href="mailto:msair@bhel.in">msair@bhel.in</a> (In case of air freight)</p></div><div style="width: 45%;"><p>(ii) DGM (FIN- FP) 4<sup>th</sup> Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : <a href="mailto:fin_fp@bhelbpl.co.in">fin_fp@bhelbpl.co.in</a></p></div></div> <p>And confirm forwarding details to AGM (MM- FE), BHEL Bhopal at <a href="mailto:mmfe@bhelbpl.co.in">mmfe@bhelbpl.co.in</a></p> <ol style="list-style-type: none"><li>In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB &amp; documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at <a href="mailto:mmfe@bhelbpl.co.in">mmfe@bhelbpl.co.in</a> &amp; <a href="mailto:msseabpl@bhel.in">msseabpl@bhel.in</a> (for sea shipment) or <a href="mailto:msair@bhel.in">msair@bhel.in</a> (for air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.</li></ol> <p>In case any discrepancy is raised by bankers / BHEL with respect to documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p>
<b>C</b>	<b>General</b>
	<ol style="list-style-type: none"><li>For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.</li><li>All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation</li></ol>
<b>12</b>	<b>Pricing Terms</b>
<b>A</b>	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
<b>13</b>	<b>Price Validity :</b>
<b>A</b>	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
<b>14</b>	<b>Taxes &amp; Duties - Indigenous Purchase</b>
	Vendor to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.
	Vendor to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 <sup>th</sup> of next calendar month in the online GST portal wherever applicable.
	Vendors to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment alongwith invoice.
	Vendor to submit invoices compliant with GST invoice Rules
	Vendors to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by vendors shall be borne by them and shall be adjusted / recovered from the vendors. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
	Vendor to ensure TAX INVOICE submission along with consignment
	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, vendors have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the vendor on submission or delivery of material / services the same shall be passed on to them.



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	In respect of free issue material by BHEL, vendors have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the vendor, the additional financial implications on BHEL shall be passed on to the vendor
	Vendors to provide the applicable HSN / SAC codes as called for in the enquiry
	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
15.	<b>Taxes &amp; Duties - Foreign Purchase — Imports</b>
	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	<b>Payment Terms-</b>
A	<b>Indigenous:</b> 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.
B	<b>Foreign:</b> 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90 <sup>th</sup> day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.
C	Foreign vendors to submit declaration of <b>Permanent Establishment and Business Connection (PEBC)</b> for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the vendor, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the vendor.
D	Foreign vendors to submit <b>Tax Residency Certificate (TRC) &amp; Form 10F</b> (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of vendor's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the vendor as a declaration.
17	<b>Inspection of Goods</b>
A	The Seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract. Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier. If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills. In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.
C	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at vendor's works before clearing the items for despatch.
D	All costs related to inspections and re-inspections shall be borne by the Seller. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
E	<b>REJECTION:</b> If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:  a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.  Or  b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the

## GENERAL TERMS AND CONDITIONS OF ENQUIRY

	<p>supplier thereafter.</p> <p style="text-align: center;">Or</p> <p>c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, allow the supplier, wherever mutually agreed, to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>d) Take alternate procurement action from elsewhere and recover the difference in total cost to BHEL including services, if any, incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase.</p> <p style="text-align: center;">Or</p> <p>e) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier.</p> <p style="text-align: center;">Or</p> <p>f) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 45 days from the date of intimation of rejection or 30 days after receipt of the intimation of rejection whichever is earlier. If vendor fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.</p>
18	<b>Guarantee / Warranty and corresponding Repairs / Replacement of Goods</b>
A	<p>Manufacturer's works test/infection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general &amp; special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the 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 &amp; disposal of rejections, at the risk &amp; cost of the Seller.</p> <p>In case the defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>
19	<b>Evaluation and Loading Criteria:</b>
	<p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.</p> <p>Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid &amp; relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Seller's account.</p>
20	<b>Variation of orders</b>
	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	<b>Sub-contract</b>
	BHEL's order or part thereof, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	<b>Recovery / deductions of amount from supplier</b>
	<p>a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills.</p> <p>b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.</p>
23	<b>Safety clause for purchase orders</b>
	The vendors shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable



## GENERAL TERMS AND CONDITIONS OF ENQUIRY

	<p>Inspection Agency for performing inspection.</p> <p>The vendor shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected.</p> <p>If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.</p>
24	<b>Non-Disclosure Agreement</b>
	<p>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. <b><u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u></b></p>
	<p><b>DRAWINGS, PATTERNS &amp; TOOLS:</b> All drawings, patterns &amp; tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns &amp; tools should be returned to BHEL within 90 days of issue of the same.</p>
25	<b>Settlement of Disputes &amp; Arbitration</b>
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	<p>Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal.</p> <p>The cost of arbitration shall be borne as per award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p><b>In case of Contract with Public Sector Enterprise (PSE) or Government Department, the following shall be applicable :</b></p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>
E	The Seller shall continue to perform the contract, pending settlement of dispute(s).
26	<b>Applicable Laws and Jurisdiction of Courts</b>
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Bhopal in the State of Madhya Pradesh, India



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	shall have sole jurisdiction.
27	<b>RIGHT OF REJECTION /NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	<b>Performance Bank Guarantee (PBG)/ Security Deposit (SD):</b>
A	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted.
B	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser.
C	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
D	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
E	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the Enquiry.
29	<b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) — Indigenous Purchase</b>
A	Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
B	In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). In case of indivisible tender the full quantity shall be awarded to L1.
C	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from it's original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of it's original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
D	MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (As per BHEL Format, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer
30	<b>Integrity Pact (IP) — Independent external monitors (IEM)</b> For tenders in which integrity pact is applicable, following points stand valid :
A	IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Name : ----- Address : ----- E-mail : ----- As indicated in NIT / enquiry



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B	<p>Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><b>NOTE :</b> No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.</p> <p><b>For all clarifications/ issues related to the tender, Please contact:</b></p> <table><tr><td></td><td>( 1 )</td><td>( 2 )</td></tr><tr><td>Name</td><td></td><td></td></tr><tr><td>Landline No.</td><td></td><td></td></tr><tr><td>Mobile No.</td><td></td><td></td></tr><tr><td>Email</td><td></td><td></td></tr><tr><td>Deptt</td><td></td><td></td></tr><tr><td>Address</td><td></td><td></td></tr><tr><td>Fax</td><td></td><td></td></tr></table>		( 1 )	( 2 )	Name			Landline No.			Mobile No.			Email			Deptt			Address			Fax		
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31	<p><b>Fraud Prevention Policy :</b> 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 <a href="http://www.bhel.com">www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>																								
32	<p><b>Integrity Commitment:</b> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>Integrity commitment, performance of the contract and punitive action thereof :</p>																								
A	<p><b>Commitment by BHEL :</b></p> <p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.</p>																								
B	<p><b>Commitment by bidder / Supplier / Contractor :</b></p> <ul style="list-style-type: none"><li>- The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India.</li><li>- The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL</li><li>- The bidder / supplier / contractor will perform / execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.</li></ul>																								
C	<p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions.</p>																								



## ANNEXURE B FOR FOREIGN VENDORS

(Submit the document with company's seal and authorized signature)

**Enquiry No. :- E1633011**

S.No	BHEL TERMS	Vendors Remarks
1.	<b>PRICES:</b> Prices once quoted shall remain <b>firm</b> within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. <b>The quoted price shall be taken as inclusive of Third Party Inspection Charges, test report &amp; guarantee certificate. Please confirm.</b>	
2.	<b>AGENCY COMMISSION:</b> Agency commission if any to be included in price basis and indicated separately as a percentage of quoted value. Please confirm.	
3.	<b>PLACE OF DELIVERY:</b> Indicate the name of <b>Seaport/Airport on CFR / CIF / FCA / FOB basis</b> delivery. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc to work out landed cost at Sea Port. For further clarification refer GTC <b>BP 200102</b> .	
4.	<b>Delivery Period:</b> Delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order/Document approval date. The required delivery is <b>90 Days (1st lot) and 180 days (second lot) from the date of document approval. Please clearly specify.</b>	
5.	<b>BHEL PAYMENT TERMS :</b> 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90th day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.	
6.	<b>LC Charges:</b> a. L/C charges in India to BHEL A/C and outside India to vendor's account. Please confirm. b. Confirmation charges shall be in supplier's account in case confirmed L/C is required. Please confirm. c. In case of delay in supply by the vendor, charges for extension of L/C (Inside & Outside) will have to be borne by vendor. Please confirm.	
7.	<b>Penalty: -</b> LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value (Please refer clause 9 of GCC).	
8.	<b>EXCHANGE RATE:</b> For evaluation, exchange rate (TT selling rate of SBI) as on scheduled Part-I date of tender opening. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for evaluation purpose.	
9.	<b>VALIDITY:</b> The offer must be valid for <b>120 days</b> from the date of technical bid opening. Pl confirm.	
10.	<b>Currency:</b> Indicate the name of currency of the quoted prices. Please clearly specify.	
11.	Pls. indicate the shipping weight of the unit quantity and dimension of the item.	
12.	PEBC certificate Submitted as per Annexure I or Annexure II whichever is applicable.	
13.	Submitted duly seal & signed on all pages – BHEL GTC (BP200102)	
14.	Submitted duly Filled seal & signed All the tender documents along with <b>PQR</b> .	

**NOTE- 1) DEVIATION IN ANY COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE.**

**2) IN CASE OF ANY CONFLICT, CONFIRMATION BY VENDOR PROVIDED HERE WILL SUPERCEDE.**

**3) IN CASE BIDDER IS NOT MAKING AN OFFER AGAINST THIS ENQUIRY, WE REQUEST THE BIDDER TO POST THE REGRET LETTER.**

## **Guidelines regarding dealings with Indian Agents of Foreign Suppliers**

1. All NITs shall have the following terms regarding Indian agents of foreign principals:
  - i. If the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines. The guidelines of BHEL in this regard have been drafted as per CVC circular no. 007/VGL/033 dated 04.12.2007. - which require mandatory submission of an Agency Agreement.
  - ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
  - iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
  - iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
  - v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
  - vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
  - vii. The “Guidelines for Indian Agents of Foreign Suppliers” enclosed at annexure – ‘A1’ shall apply in all such cases.
  - viii. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on ‘total cost to BHEL’. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-B1 (copy enclosed).

It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on [www.bhel.com](http://www.bhel.com).

The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

- ix. OEMs should make sure that while appointing the Indian agents that they are not representing other OEMs in the same tender. They should also ensure that banned agents / employees of banned agents are not engaged by them in any capacity. An undertaking should be furnished by OEM in this regard for each tender. If at any stage of the tender it is found that the OEM has appointed the agent who a. is banned by BHEL or ; b. is an employee of a banned agent or; is found to be representing more than one OEM in the same tender. The OEMs shall be disqualified.
- x. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- xi. If an agent submits bid on behalf of Principal/OEM, the same agent shall not submit bid on behalf of other Principal/OEM in the same tender for the same item/product in the same tender

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**Guidelines for Indian Agents of Foreign Suppliers**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 Disclosure of particulars of agents/ representatives in India, if any.**

**2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:**

- 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.

**2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:**

- 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by

the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

**2.3** In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

**2.4** Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

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This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

\* In all other cases, extant guidelines of SEARP, 2013 are to be followed.

SEARP (SRF) Clause No	Detail
	<b>Name &amp; address of the firm</b>
<b>1.0</b>	<b>Products/ Systems / Services being considered for</b>
<b>2.0</b>	<b>General Information</b>
2.2	Name of Chief Executive
2.3	Details of authorized signatory
<b>3.0</b>	<b>Ownership Information</b>
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> <li>• Attach <b>authorization letter</b> and <b>agency agreement</b> from Principal (from whom capital equipment is procured)</li> <li>• Attach copy of declaration from Foreign Principal for <b>total guarantee/ warranty of indigenous supplies</b></li> </ul>
3.3	Year of establishment
3.4	Year of commencement of business
<b>4.0</b>	<b>Registration particulars</b>
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
<b>5.0</b>	<b>Organisational strength</b>
<b>6.0</b>	<b>Other particulars</b>
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
<b>9.0</b>	<b>Financial information</b>
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less )

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## BHEL Bhopal, REGISTRATION WITH BHEL BHOPAL

Dear Sir/Madam,

You firm not registered with BHEL Bhopal, Hence for registration with BHEL Bhopal. You are required to visit our website [www.bhel.com](http://www.bhel.com) and select "Supplier Registration" link provided on the left hand side of the portal. Then click on "Online Supplier Registration Portal" to start with the process. This is an online process and a help file is also provided for registration procedure. Please follow the same. Once you are done with filing of online application, you are required to take out prints of the submitted online form and documents. Need to sign every page of application form and send at the following address with all associated documents.

- AGM
- SUPPLIER DEVELOPMENT CELL
- 2ND FLOOR, ADMIN BUILDING
- BHARAT HEAVY ELECTRICALS LTD.
- BHOPAL - 462022
- MADHYA PRADESH (INDIA)

BHEL has provided single window service for supplier registration with BHEL Bhopal. Our supplier development cell will take care of registration activity.

Contact no -: 0755 – 2503453 & 0755-2502750