

**BHARAT HEAVY ELECTRICALS LIMITED**

[A Government of India Undertaking]

Ramachandrapuram, Hyderabad, 502032, A.P. India
Phone 040-23184526, 23182322 FAX:040-23021910, 1954**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**

(भारत सरकार का उपक्रम)

रामचन्द्रपुरम, हैदराबाद, 502032 आंध्र प्रदेश, भारत

RFQ NO :

PURCHASE DEPARTMENT**ENQUIRY****क्रय विभाग**

जांच (ई मेल : tenderbox@bhelhyd.co.in)

SHEET:1

OF :1

HY17001 C
REV.NO.0Phone 091-40-23184526
091-40-23182322FAX : 091-40-23021910
091-40-23021954**PURCHASE DEPARTMENT**

GSTIN:

Enq/Collective No :D7A1U36160

Enq.Dt. : 25.06.2021

No.Of Items :1

DUE Dt. OF QUOTN. : 23.07.2021

Office Copy

Please submit your lowest quotation in sealed cover superscribed with Enquiry No./Collective No.(RFQ No) and due date subject to our terms and conditions attached ,for the materials mentioned below. Your offer has to reach us on or before due date by 11.00 Hours (IST) and will be opened at 14.00 Hours.(IST).If our Enquiry No./Collective No.(RFQ No) and tender due date are not super scribed on the tender cover , your offer shall be summarily rejected. Incomplete offers and late offers will not be considered.

SL NO	Purchase Req.no	item no	Material Code, HSN No.	Drg no - Ver , Rev & Spec - Ver , Rev,Spec-Var	Description	Unit	Qty	Delivery Date	Schedule Qty
1	1900136160	10	HE9751582008 7308	11673000417-00,,HE51582,,00	AIR BLAST OIL COOLER/AIR COOLED HEAT EX	SET	1.000	31.12.2021	1.000

Special Remarks

CheckList of Quality Interventions:

BHEL reserves the right to enforce any or all of the following checks during execution of the order.

There is no additional cost to the vendor on account of these checks.

TEST CERTIFICATE REQD: Y
GUARANTEE REQ : Y
SAMPLE REQD : N
BID TYPE : TWO PARTFor and on-behalf of
Bharat Heavy Electricals Limited.

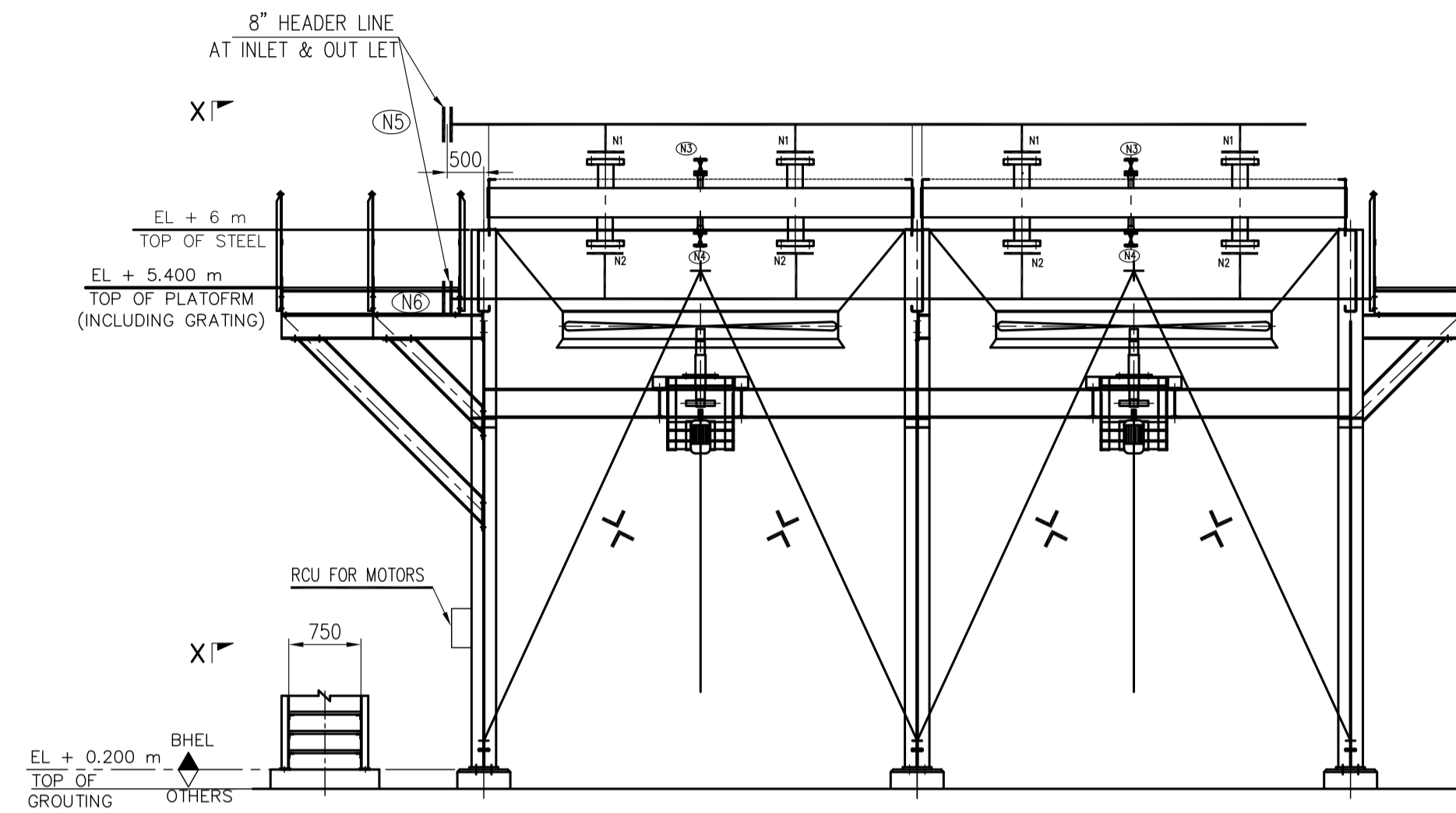
SANTOSH RAM

DRG. NO. 1-167-30-00417

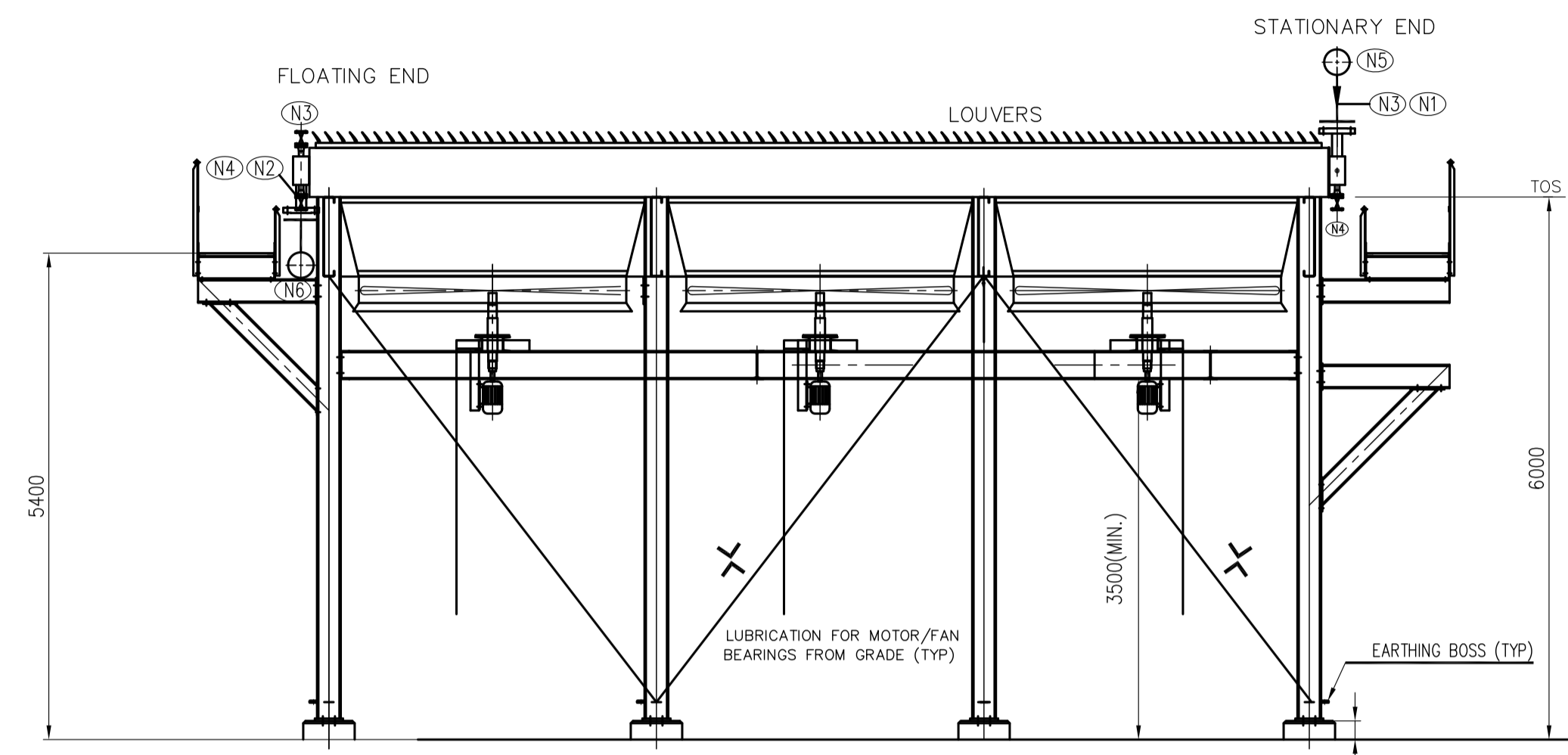
THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY

GENERAL DIMENSIONAL LIMITS, FITS & TOLERANCES AS PER HY0230261

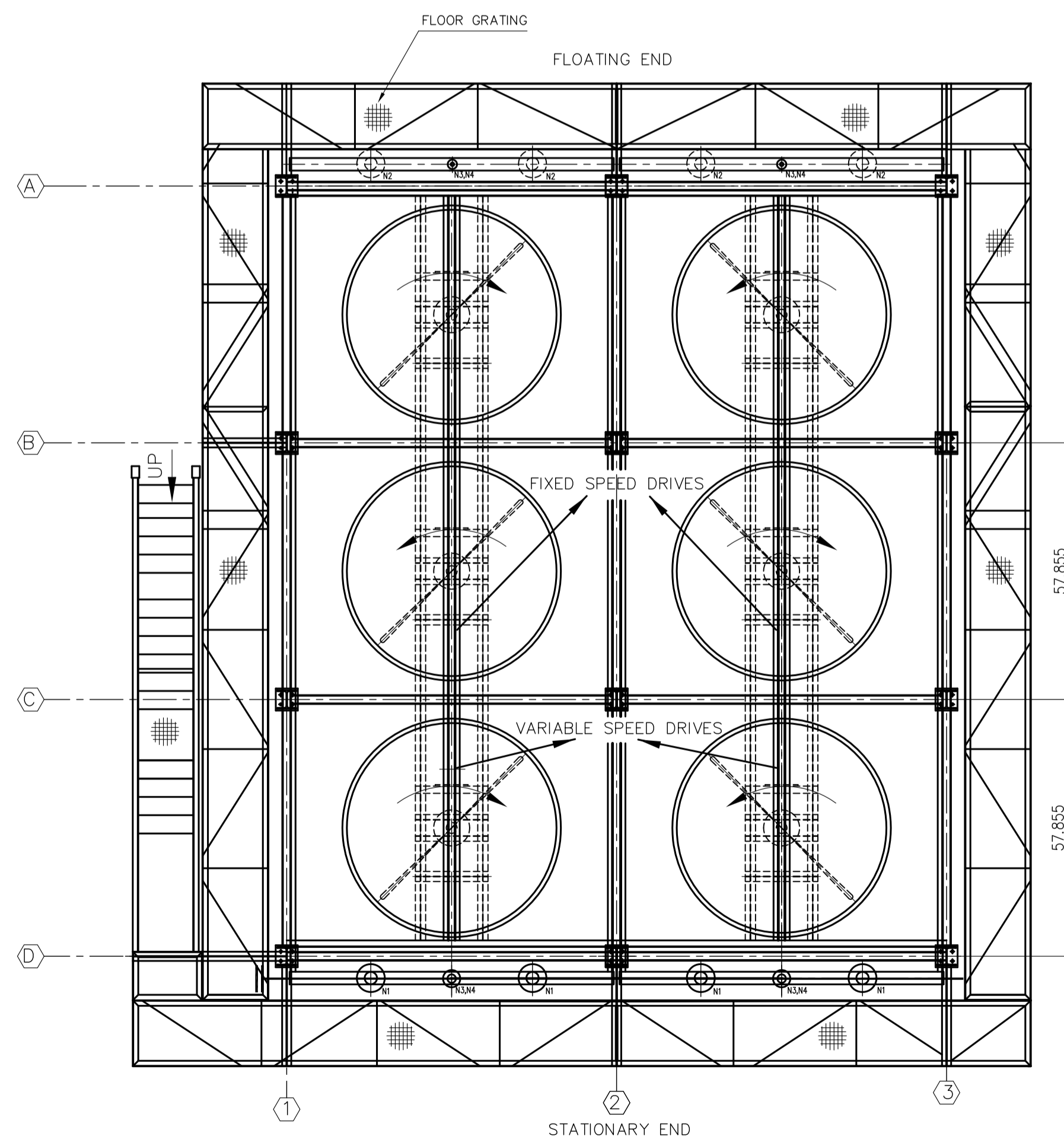
SIGN. AND DATE REF. DRG. NO. COMPUTER FILE NAME



ELEVATION



VIEW X - X
(WITHOUT STAIRCASE)



FOUNDATION PLAN

THERMAL PERFORMANCE DATA		
ITEM / OPERATING FLUID		AIR BLAST OIL COOLER
No. OF BAYS	Nos.	TWO
No. OF BUNDLES PER BAY	Nos.	ONE
SURFACE AREA (FINNED) / BUNDLE	m ²	3787
TUBE SIDE WORKING PRESSURE	Kg/cm ² (a)	3.46
TUBE SIDE PRESSURE DROP (ALLOW.)	Kg/cm ²	1.2
TUBE SIDE WORKING TEMPERATURE (IN/OUT)	°C	75/62
AIR SIDE WORKING TEMPERATURE (IN/OUT)	°C	47/56.5
AMBIENT AIR TEMPERATURE (DESIGN/MIN.)	°C	47/6
OPERATING FLUID		ISO VG46

DESIGN DATA		
DESIGN & CONSTRUCTION CODE	ASME SEC VIII DIV.1 2019 EDITION AND API 661 LATEST	
DESIGN PRESSURE	Kg/cm ² (g)	10.54
HYDROTEST PRESSURE	Kg/cm ² (g)	14
DESIGN TEMPERATURE	°C	150
CORROSION ALLOWANCE (HEADER/TUBE)	mm	3 FOR CS/NIL
HEADER TYPE		PLUG
No. OF TUBES / BUNDLE	Nos.	228
No. OF TUBE ROWS / BUNDLE	Nos.	6
TUBE PITCH (LONGITUDINAL/TRANSVERSES)	mm	60/67
No. OF PASSES	Nos.	1
RADIO GRAPHY		100%
PWHT		AS PER CODE / SPECIFICATIONS
TUBE SIZE (OD x THK x LG)	mm	25.4 x 1.9 x 9000
TYPE OF FIN / FIN SIZE (OD)	mm	G-Fin / 57.15
FIN FREQUENCY (FINS/INCH)	Nos.	11 FPI (433 FINS PER METER)
CALGAVAN INSURT MODEL (HITRAN)		21600-3C370A0-1D77C-5B874-N-1916/1.63/327
WEIGHT OF EACH TUBE BUNDLE (EMPTY)	Kg	TO BE FURNISHED BY VENDOR
WEIGHT OF EACH TUBE BUNDLE (WITH WATER)	Kg	TO BE FURNISHED BY VENDOR

MATERIALS OF CONSTRUCTION	
TUBES/FINS	SA 249 TP 304/ SB 209 ALLOY 1060
HEADER PLATES	SA240 TP304
PLUG/PLUG GASKET	SS304
NOZZLE PIPES/FLANGES	SS304
NOZZLE GASKET	SS NAB SW GASKET
BUNDLE FRAME/PLENUM CHAMBER/STRUCTURE	IS 2062 GR.A / IS:1079 GR.O
NOZZLE FASTENERS	SA 193 GR. B8 / SA 194 GR. B
STRUCTURAL FASTENERS	IS 1367 CL. 4.6 / IS 1367 CL. 4.0

FAN DATA		
No. OF FANS/TYPE OF DRAFT/FAN DIA	Nos/mm	3/FORCED DRAFT/2134 (7Feet)
AIR QUANTITY/FAN	Kg/hr	94047
STATIC PRESSURE	MM OF WC	15
SPEED	RPM	TO BE FURNISHED BY VENDOR
ALTITUDE (ABOVE MSL)	m	8
POWER ABSORBED	Kw	TO BE FURNISHED BY VENDOR

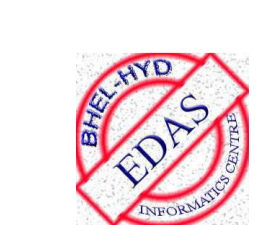
MOTOR DATA		
No. OF MOTORS	Nos	6
MOTOR POWER / SPEED	Kw/RPM	- / - RPM
VOLTAGE / SUPPLY (PHASE FREQUENCY)	V	415 V / 3 PHASE / 50 Hz

MARK NO.	SERVICE	SIZE	QTY.	CLASS	TYPE/ FACE	REMARKS
N6	OUTLET HEADER	8"	1	ANSI B16.5-150#	WNRF	
N5	INLET HEADER	8"	1	ANSI B16.5-150#	WNRF	
N4	DRAIN	1 1/2"	2/BUNDLE	ANSI B16.5-150#	WNRF	WITH ISOLATION VALVE
N3	VENT	1 1/2"	2/BUNDLE	ANSI B16.5-150#	WNRF	WITH ISOLATION VALVE
N2	OIL OUTLET	4"	2/BUNDLE	ANSI B16.5-150#	WNRF	
N1	OIL INLET	4"	2/BUNDLE	ANSI B16.5-150#	WNRF	

QUANTITY : 1 No.

- NOTES:
- ALL PRESSURE PARTS SHALL BE DESIGNED AS PER ASME SEC VIII DIV.1 LATEST EDITION.
 - SCOPE OF SUPPLY AS PER PRODUCT STANDARD NO. HE51582.
 - INLET AND OUTLET DISTRIBUTION MANIFOLDS SHALL BE SYMMETRICALLY INSTALLED.
 - SUITABLE SUPPORTS SHALL BE PROVIDED TO THE INLET AND OUTLET DISTRIBUTION MANIFOLDS FROM THE STRUCTURE.
 - VENDOR SHALL PROVIDE ITS OWN SEPARATE GA DRAWING OF COOLER WITH ALL THE DIMENSIONAL DETAILS AND MECHANICAL CALCULATIONS OF TUBE BUNDLE AND STRESS ANALYSIS REPORT OF STRUCTURES.

CONSULTANT	ENGINEERS INDIA LTD.			
CLIENT	GAS AUTHORITIES OF INDIA LIMITED.L			
PROJECT	GAIL GANDHAR			
DEPT. HEE	UNTOL. DIMS. GR. 2/M/1/	SCALE	WEIGHT (KG)	REF. TO ASSY. DRG.
CODE 405		NTS		
TITLE	AIR BLAST OIL COOLER.		CARD CODE	DRAWING NO. 1-167-30-00417
				REV. 00
			SHT. No 01	NO. OF SHT. 01



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.

Annexure-B

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

* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

SEARP (SRF) Clause No	Detail
	Name & address of the firm
1.0	Products/ Systems / Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> • <i>Attach authorization letter and agency agreement from Principal (from whom capital equipment is procured)</i> • <i>Attach copy of declaration from Foreign Principal for total guarantee/ warranty of indigenous supplies</i>
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
5.0	Organisational strength
6.0	Other particulars
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
9.0	Financial information
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less)

(To be executed on Non- Judicial Stamp Paper for an appropriate value.
To be stamped as an agreement)

(For Suppliers on Unit's / Division's PMD)

ANNEXURE-II

Framework Confidentiality Agreement Cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20 ____ (“Effective Date”) by and between M/s. BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as “BHEL” or “the company”).

And

M/s. _____ (address) _____
represented by authorized representative Sri _____ (herein after referred to as the “Supplier”).

The supplier and the company may, unless the context otherwise requires, hereinafter be collectively referred to as “Parties” or singly as the “Party”.

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL / its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with contract(s) (as defined hereunder) placed or to be placed upon the supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. **“Contract”** means the contract entered into with a supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.
- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
- D. **“Technical Information”** includes Drawings, and / or Product Standards and / or Specifications and / or Corporate / Plant Specifications and / or Technological Process Sheets and / or Technical Data Sheets and / or Jigs & Fixtures and / or Pattern & Dies and / or Special Gauges and / or Tools etc. Belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Suppliers.
- E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the supplier under or in connection with a contract.
- F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (Whether in terms of effectiveness or in terms of efficiency or both) of the product and / or the service to be provided by the Supplier under a Contract.

2. This Agreement shall come into force / deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the supplier; whichever is earlier.

3. **Agreement deemed to be incorporated in each contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contract has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.

4. **Ownership:**

4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.

4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of

BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the supplier any license or right of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the contract and / or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

4.3 Neither party is obligated by or under this Agreement to purchase from or provide to the other party any service or product and that any such purchase / sale of any product and / or service by one party to the other party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.

4.4 The Supplier is/ has been made well aware and acknowledges that the Technical Information being / which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.

4.5 The supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors /suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the supplier or its employees or sub-contractors / suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights / title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings / documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvements

in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the supplier.

5. Use and Non – Disclosure:

5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.

5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and / or service to any third party, without the prior written consent of the Company.

5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is / was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.

5.5 This Supplier undertakes and agrees not to make copies or extracts of and not to disclose to other any or all of the Technical Information in its possession, except as follows:

(a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked

clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.

- (b) With the prior written consent of Company, the supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
- (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The Obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was / is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

- 7. The Obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of _____ years from the date when the complete Technical Information has been returned in portions on different dates, the period of ____ years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of _____ years.

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material / documents belonging to him / it or to any other third party.
- c) The Supplier further undertakes that he / it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and / or equipment of the Company, made available to him / it, and undertakes that he / it shall hold the same as a trustee, in capacity of custodian thereof and use / utilise the same solely for the purpose of executing the contract awarded by the Company.
- d) The Supplier further undertakes that he / it shall return all the equipment and / or Technical Information as far as practicable in the same condition in which the same was made available to him / it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and / or Technical Information / improvement thereof. In case any such equipment and / or Technical Information or thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or improvement thereto shall continue to be governed by this Agreement.
- e) The Supplier undertakes to indemnify the Company for all the direct, indirect and / or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and / or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the forgoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take

any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 9 (f) hereinabove, the Company shall have a right to withhold, recovery and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him / it by any department / office / unit/ division of the said Company.

10. Arbitration & Conciliation:

1. 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 issuing the contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

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 at Hyderabad.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause 55, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

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.

In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

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 the 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.

2. INTEREST CLAUSE:

In order to bring uniformity in all the contracts / agreements entered between BHEL and its contractors / vendors / suppliers / service providers etc., it is hereby advised to incorporate the following clause in all tenders and agreements.

“No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.”

11. Governing Law & Jurisdiction:

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.

SIGNATURE

WITNESSES

1

Name:

Address:

2

Name:

Address:

Annexure - III

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

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

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

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

Annexure - IV

Proforma for self-certification by Supplier for Compliance to Clause No 20 (B)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s.... (Name of firm) is not from such a country/ is from such a country (delete whichever is NOT applicable) and has been duly registered with the Competent authority (delete if NOT applicable) . I hereby certify M/s fulfills all requirements in this regard and is eligible to be considered . (where applicable , valid registration by the competent authority shall be attached)

Sd/-

Authorised Signatory with Stamp

Annexure-I			
Major Activity timelines shall be considered for indigenous purchases			
S No	Activity	Agency	Timeline
1	PO acknowledgement	Vendor	_____ days from PO
2	Submission of Drawings and QP	Vendor	_____ days from PO
3	Approval of Drawings and QP	BHEL/Customer	_____ days from PO
4	Raising of Inspection Call	Vendor	_____ days from PO
5	Inspection completion	Self/BHEL/Third party inspection agency	_____ days from inspection call date
6	Despatch Instructions	BHEL	_____ days from inspection report
7	Receipt of Material	Vendor	_____ days from Despatch instructions

Above is illustrative only. Purchase department can add more activities depending on nature of product/contracts

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

(To be executed on Non- Judicial Stamp Paper for an appropriate value.
To be stamped as an agreement)

(For Suppliers on Unit's / Division's PMD)

ANNEXURE-II

Framework Confidentiality Agreement Cum Undertaking

This Agreement made on this the _____ day of (month) _____ 20 ____ (“Effective Date”) by and between M/s. BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as “BHEL” or “the company”).

And

M/s. _____ (address) _____
represented by authorized representative Sri _____ (herein after referred to as the “Supplier”).

The supplier and the company may, unless the context otherwise requires, hereinafter be collectively referred to as “Parties” or singly as the “Party”.

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable energy, Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL / its affiliates own valuable information of a secret and confidential nature.

Whereas the Company may, in connection with contract(s) (as defined hereunder) placed or to be placed upon the supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. **“Contract”** means the contract entered into with a supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **“Effective Date”** means the date of this Agreement as mentioned in the preamble of this Agreement.
- C. **“Supplier”** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
- D. **“Technical Information”** includes Drawings, and / or Product Standards and / or Specifications and / or Corporate / Plant Specifications and / or Technological Process Sheets and / or Technical Data Sheets and / or Jigs & Fixtures and / or Pattern & Dies and / or Special Gauges and / or Tools etc. Belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Suppliers.
- E. **“Intended Purpose”** means the purpose for which the Technical Information is provided to the supplier under or in connection with a contract.
- F. **“Improvement”** includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (Whether in terms of effectiveness or in terms of efficiency or both) of the product and / or the service to be provided by the Supplier under a Contract.

2. This Agreement shall come into force / deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the supplier; whichever is earlier.

3. **Agreement deemed to be incorporated in each contract:** Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contract has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.

4. **Ownership:**

4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.

4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of

BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the supplier any license or right of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the contract and / or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

4.3 Neither party is obligated by or under this Agreement to purchase from or provide to the other party any service or product and that any such purchase / sale of any product and / or service by one party to the other party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.

4.4 The Supplier is / has been made well aware and acknowledges that the Technical Information being / which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.

4.5 The supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors /suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the supplier or its employees or sub-contractors / suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.

4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights / title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings / documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvements

in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the supplier.

5. Use and Non – Disclosure:

5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.

5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.

5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and / or service to any third party, without the prior written consent of the Company.

5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is / was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.

5.5 This Supplier undertakes and agrees not to make copies or extracts of and not to disclose to other any or all of the Technical Information in its possession, except as follows:

(a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked

clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.

- (b) With the prior written consent of Company, the supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
- (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The Obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was / is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

- 7. The Obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of _____ years from the date when the complete Technical Information has been returned in portions on different dates, the period of ____ years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of _____ years.

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material / documents belonging to him / it or to any other third party.
- c) The Supplier further undertakes that he / it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and / or equipment of the Company, made available to him / it, and undertakes that he / it shall hold the same as a trustee, in capacity of custodian thereof and use / utilise the same solely for the purpose of executing the contract awarded by the Company.
- d) The Supplier further undertakes that he / it shall return all the equipment and / or Technical Information as far as practicable in the same condition in which the same was made available to him / it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and / or Technical Information / improvement thereof. In case any such equipment and / or Technical Information or thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or improvement thereto shall continue to be governed by this Agreement.
- e) The Supplier undertakes to indemnify the Company for all the direct, indirect and / or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and / or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the forgoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take

any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 9 (f) hereinabove, the Company shall have a right to withhold, recovery and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him / it by any department / office / unit/ division of the said Company.

10. Arbitration & Conciliation:

1. 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 issuing the contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.

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 at Hyderabad.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause 55, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

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.

In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

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 the 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.

2. INTEREST CLAUSE:

In order to bring uniformity in all the contracts / agreements entered between BHEL and its contractors / vendors / suppliers / service providers etc., it is hereby advised to incorporate the following clause in all tenders and agreements.

“No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.”

11. Governing Law & Jurisdiction:

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.

SIGNATURE

WITNESSES

1

Name:

Address:

2

Name:

Address:

Annexure - III

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

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

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

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

Annexure - IV

Proforma for self-certification by Supplier for Compliance to Clause No 20 (B)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s.... (Name of firm) is **not from such a country/is from such a country** (delete whichever is NOT applicable) and has been duly registered with the Competent authority (delete if NOT applicable) . I hereby certify M/s fulfills all requirements in this regard and is eligible to be considered . (where applicable , valid registration by the competent authority shall be attached)

Sd/-

Authorised Signatory with Stamp

A. FLANGE - CARBON STEEL (55AA)

Sl. no.	Vendor Name
1.	ANANDMAYEE FORGINGS PVT LTD
2.	ABASI ENGINEERING WORKS
3.	BHARAT FORGE LTD.
4.	BRITEX ENGINEERING WORKS
5.	BRUCK GMBH ENSHEIM
6.	CHW FORGE PVT LTD (FR. CHAUDHRY HAMMER)
7.	CD ENGINEERING CO.
8.	CD INDUSTRIES
9.	ECHJAY INDUSTRIES PVT LTD. (RAJKOT)
10.	ELITE PIPING MANUFACTURE CO. LTD.
11.	FIVEBROS FORGINGS PVT.LTD.
12.	GOOD LUCK ENGINEERING CO.
13.	HILTON METAL FORGING LIMITED
14.	ITM S.R.L.
15.	JAI AUTO PVT LTD.
16.	JAV FORGINGS & ENGINEERINGS PRIVATE LIMITED
17.	KISAAN STEEL (P) LTD
18.	KISAAN DIETECH PVT LTD
19.	KOREA FLANGE CO. LTD.
20.	LAL METAL FORGE LTD
21.	METAL FORGINGS PVT LTD
22.	M.S. FITTINGS MFG. CO PVT LTD
23.	MAASS FLANGE INDIA PVT. LTD
24.	MELESI OFFICINE AMBROGIO MELESI & C.SRL
25.	OFFICINE NICOLA GALPERTI & FIGLIO S.P.A.
26.	OFFICINE SANTAFEDE SRL
27.	PRADEEP METAL LIMITED
28.	PARAMOUNT FORGE (MUMBAI)
29.	PARAMOUNT FORGE (KHOPOLI)
30.	P.K.TUBES & FITTINGS PVT. LTD.
31.	PROMAT BD LTD MIDDLE EAST
32.	R.N.GUPTA & CO. LTD
33.	R D FORGE
34.	SANGHVI FORGINGS & ENGINEERING LTD
35.	TRIVENI REFRACTORIES PVT LTD
36.	UTSAH ENGINEERING PVT LTD (A CD ENGG COMP)
37.	ULMA FORJA S.COOP.
38.	VALVITALIA SPA-TECNOFORGE DIVISION
39.	VILMAR SA

B. FLANGE – STAINLESS STEEL (55AC)

Sl. no.	Vendor Name
1.	ANANDMAYEE FORGINGS PVT LTD
2.	BHARAT FORGE LTD.
3.	BRUCK GMBH ENSHEIM
4.	CD ENGINEERING CO.
5.	CD INDUSTRIES
6.	CHANDAN STEEL LTD
7.	CHW FORGE PVT LTD (FR. CHAUDHRY HAMMER)
8.	ECHJAY INDUSTRIES PVT LTD. (RAJKOT)
9.	ELITE PIPING MANUFACTURE CO. LTD.
10.	FIVEBROS FORGINGS PVT.LTD.
11.	GOOD LUCK ENGINEERING CO.
12.	HILTON METAL FORGING LIMITED
13.	JAV FORGINGS & ENGINEERINGS PRIVATE LIMITED
14.	KISAAN DIETECH PVT LTD
15.	KISAAN STEEL (P) LTD
16.	KOREA FLANGE CO. LTD.
17.	LAL METAL FORGE LTD
18.	MAASS FLANGE CORPORATION
19.	MAASS FLANGE INDIA PVT. LTD
20.	MELESI OFFICINE AMBROGIO MELESI & C.SRL
21.	METAL FORGINGS PVT LTD
22.	OFFICINE NICOLA GALPERTI & FIGLIO S.P.A.
23.	OFFICINE SANTAFEDE SRL
24.	P.K.TUBES & FITTINGS PVT.LTD.
25.	PARAMOUNT FORGE
26.	PARAMOUNT FORGE (KHOPOLI)
27.	PRADEEP METAL LIMITED
28.	R D FORGE
29.	SANGHVI FORGINGS & ENGINEERING LTD
30.	TRIVENI REFRACTORIES PVT LTD
31.	ULMA FORJA S.COOP.
32.	UTSAH ENGINEERING PVT LTD (A CD ENGG COMP)
33.	VALVITALIA SPA-TECNOFORGE DIVISION
34.	VILMAR SA
35.	VIRAJ PROFILES LIMITED

C. FITTINGS - FOREIGN AGENTS/STOCKIST/TRADERS (70A-)

Sl. no.	Vendor Name
1.	AUSTIN STROUD & CO LTD
2.	AMERICAN PIPING PRODUCTS INC
3.	BUHLMANN ROHR-FITTINGS-STAHLANDEL GMBH

4. EDGEN MURRAY FZE
5. HORST KURVERS GMBH
6. INTERNATIONAL INDUSTRIAL EQPT FZCO.
7. MARDALE PIPES PLUS LIMITED
8. OFFSHORE ENGINEERING & MARKETING LTD.
9. PEERAJ GENERAL TRADING CO (LLC)
10. PETROGAS PIPING MIDDLE EAST FZCO
11. SIDECO SPA
12. TECHNICAL PARTS ESTABLISHMENT
13. VAN LEEUWEN BUIZEN

D. FITTINGS FROM SEAMLESS PIPE - CARBON STEEL (72AA)

Sl. no.	Vendor Name
1.	ALLIED INTERNATIONAL S.R.L.
2.	APCO PIPE FITTINGS CO LTD
3.	AWAJI MATERIA (THAILAND) CO. LTD.
4.	CSA FITTINGS
5.	DEE DEVELOPMENT ENGINEERS LIMITED
6.	EBY FASTENERS
7.	ERNE FITTINGS GMBH
8.	EZEFLOW INC.
9.	GUJRAT INFRAPIPES PVT. LIMITED
10.	IBF S P A
11.	ITM SRL
12.	JIANGYIN TIANNING METAL PIPE FITTING CO
13.	K. S. PIPE FITTINGS (P) LTD
14.	LONGSHAN PIPE SOLUTIONS CO LTD
15.	M.S. FITTINGS MFG. CO PVT LTD
16.	MUNRO & MILLER FITTINGS LTD
17.	P.K.TUBES & FITTINGS PVT. LTD.
18.	PETRO CHEM INDUSTRIES
19.	PATTECH FITWELL TUBE COMPONENTS
20.	PIANA S.P.A
21.	RACCORTUBI SPA
22.	S&G ENGINEERS PVT LTD
23.	SAWAN ENGINEERS PVT LTD
24.	SIDHARTH & GAUTAM ENGINEERS
25.	SUNGKWANG BEND CO. LTD
26.	TEEKAY TUBES PVT LTD
27.	TK CORPORATION
28.	TOPAZ PIPING INDUSTRIES
29.	TUBE BEND (CALCUTTA) PVT LTD
30.	TUBE TURN (INDIA) PVT. LTD
31.	VALVITALIA SPA-TECNOFORGE DIVISION
32.	VIRGILIO CENA & FIGLI S.p.A.

33. WEIFANG HUODA PIPE FITTINGS MANUFACTURE
34. WILH SCHULZ GmbH
35. YINGKOU LIAOHE PIPE FITTINGS CO. LTD

E. FITTINGS FROM SEAMLESS PIPE - STAINLESS STEEL (72AC)

Sl. no.	Vendor Name
1.	ALLIED INTERNATIONAL S.R.L.
2.	CSA FITTINGS
3.	DEE DEVELOPMENT ENGINEERS LIMITED
4.	EBY FASTENERS
5.	ERNE FITTINGS GMBH
6.	EZEFLOW INC.
7.	GUJRAT INFRAPIPES PVT. LIMITED
8.	IBF S P A
9.	JIANGYIN TIANNING METAL PIPE FITTING CO
10.	K. S. PIPE FITTINGS (P) LTD
11.	LONGSHAN PIPE SOLUTIONS CO. LTD.
12.	M.S. FITTINGS MFG. CO PVT LTD
13.	MUNRO & MILLER FITTINGS LTD
14.	P.K.TUBES & FITTINGS PVT. LTD.
15.	PETRO CHEM INDUSTRIES
16.	PIANA S.P.A
17.	RACCORTUBI SPA
18.	SAWAN ENGINEERS PVT LTD
19.	SHANGHAI FEITING PIPE MANUFACTURE CO. LTD
20.	SIDHARTH & GAUTAM ENGINEERS
21.	SUNGKWANG BEND CO. LTD
22.	TEEKAY TUBES PVT LTD
23.	TK CORPORATION
24.	TOPAZ PIPING INDUSTRIES
25.	TOPPER (SHANGHAI) PIPING MATERIALS CO LTD
26.	VALVITALIA SPA-TECNOFORGE DIVISION
27.	VIRGILIO CENA & FIGLI S.p.A.
28.	WILH SCHULZ GmbH
29.	YINGKOU LIAOHE PIPE FITTINGS CO. LTD

F. FITTINGS BLOCK FORGED - CARBON STEEL (71AA)

Sl. no.	Vendor Name
1.	CSA FITTINGS
2.	CHERO PIPING SPA
3.	EBY FASTENERS
4.	FLASH FORGE PVT LTD
5.	FITTINOX SRL
6.	HILTON METAL FORGING LIMITED

7. ITM S.R.L.
8. KEONSAE HIGH PRESSURE CO.LTD.
9. LEADER VALVES LTD
10. M.S. FITTINGS MFG. CO PVT LTD
11. MUNRO & MILLER FITTINGS LTD
12. M.E.G.A SPA
13. P.K.TUBES & FITTINGS PVT.LTD.
14. PROMAT BD LTD MIDDLE EAST
15. TUBE BEND (CALCUTTA) PVT LTD
16. TK CORPORATION
17. TUBE TURN (INDIA) PVT LTD
18. VAIBHAV FITTING INDIA PVT. LTD.
19. VIJAY CYCLE & STEEL INDUSTRIES
20. WILH SCHULZ GmbH

G. FITTINGS BLOCK FORGED - STAINLESS STEEL (71AC)

Sl. no.	Vendor Name
1.	CSA FITTINGS
2.	CHERO PIPING SPA
3.	EBY FASTENERS
4.	FLASH FORGE PVT LTD
5.	FITTINOX SRL
6.	HILTON METAL FORGING LIMITED
7.	ITM S.R.L.
8.	KEONSAE HIGH PRESSURE CO.LTD.
9.	LEADER VALVES LTD
10.	M.S. FITTINGS MFG. CO PVT LTD
11.	MUNRO & MILLER FITTINGS LTD
12.	M.E.G.A SPA
13.	TK CORPORATION
14.	VAIBHAV FITTING INDIA PVT. LTD.
15.	WILH SCHULZ GmbH

H. WELDOLETS/SOCKOLETS (71AD)

Sl. no.	Vendor Name
1.	CSA FITTINGS
2.	CHERO PIPING SPA
3.	EBY FASTENERS
4.	FLASH FORGE PVT LTD
5.	FITTINOX SRL
6.	KEONSAE HIGH PRESSURE CO.LTD.
7.	M.S. FITTINGS MFG. CO PVT LTD
8.	M.E.G.A SPA
9.	PROMAT BD LTD MIDDLE EAST

10. TK CORPORATION
11. VAIBHAV FITTING INDIA PVT. LTD.
12. VIAR S.P.A

I. PIPES – FOREIGN AGENTS/STOCKIST/TRADERS (60A-)

Sl. no.	Vendor Name
1.	AMERICAN PIPING PRODUCTS INC [TEXAS]
2.	ARABIAN PIPELINE SUPPLY FZCO [DUBAI-UAE]
3.	ARROW PIPES & FITTING FZCO [DUBAI]
4.	BARTHEL KESSEL ROHRE BOILER TUBES GMBH [NEUSS]
5.	BUHLMANN ROHR-FITTINGS-STAHLANDEL GMBH
6.	COMMERCIALE TUBI ACCIAIOSPA [TORINO]
7.	EDGEN MURRAY FZE [DUBAI]
8.	GERAB NATIONAL ENTERPRISE L.L.C
9.	HART BV
10.	HORST KURVERS GMBH
11.	INTERNATIONAL INDUSTRIAL EQPT FZCO. [DUBAI]
12.	KIRTANLAL INTERNATIONAL DMCC [DUBAI]
13.	MARDALE PIPES PLUS LIMITED
14.	MEZON STAINLESS STEEL FZE [DUBAI]
15.	OFFSHORE ENGINEERING & MARKETING LTD. [DUBAI]
16.	PETROGAS PIPING MIDDLE EAST FZCO [DUBAI]
17.	PERAJ GENERAL TRADING CO (LLC) [DUBAI]
18.	SIDECO SPA
19.	SUNWEN INDUSTRY WUXI CO LTD [CHINA]
20.	TECHNICAL PARTS ESTABLISHMENT
21.	VAN LEEUWEN BUIZEN

J. PIPES – INDIAN STOCKIST (60B-)

Sl. no.	Vendor Name
1.	CHAMPAK STEEL & ENGINEERING CO.
2.	EVERGREEN SEAMLESS PIPES & TUBES PVT. LTD.
3.	KWALITY TUBES
4.	SHIB DASS AND SONS PRIVATE LIMITED
5.	VINAYAK PIPES AND TUBE PVT LTD

K. PIPE/TUBE - C S (SEAMLESS) TO ASTM STDS (60AH)

Sl. no.	Vendor Name
1.	AVON TUBETECH PVT LTD
2.	ANAND SEAMLESS TUBES PVT. LTD
3.	ARCELORMITTAL TUBULAR PRODUCTS ROMAN SA
4.	BHEL (TRICHY)
5.	BAOSTEEL GROUP CORPORATION
6.	CHANGSHU SEAMLESS STEEL TUBE CO. LTD

7. HEAVY METALS & TUBES (INDIA) PRIVATE LIMITED (MEHSANA)
8. HUBEI XINYEGANG STEEL CO LTD
9. HENGYANG STEEL TUBE GROUP INTL. TDNG INC
10. JINDAL SAW LTD (NASHIK WORKS)
11. JR SEAMLESS PVT.LTD
12. JFE STEEL CORPORATION
13. JIANGSU CHENGDE STEEL TUBE SHARE CO. LTD
14. KASCO
15. LAL BABA SEAMLESS TUBES PVT. LTD
16. MAHALAXMI SEAMLESS LTD. (RAIGAD)
17. MAHARASHTRA SEAMLESS LTD. (DIST. RAIGAD)
18. MAHARASHTRA SEAMLESS LTD. (RAIGAD)
19. NIPPON STEEL AND SUMITOMO METAL CORPORATION
20. PATELS AIRFLOW LTD.
21. PRODUCTOS TUBULARES S.A.U.
22. PANGANG GROUP CHENGDU STEEL & VANADIUM C
23. RATNADEEP METAL TUBES LTD.
24. SN TUBES PRIVATE LIMITED
25. SAINEST TUBES PVT LTD
26. TUBOS REUNIDOS SA
27. VALLOUREC TUBES FRANCE
28. VALLOUREC TUBES FRANCE (BRAZIL)
29. VALLOUREC TUBES FRANCE (CHANGZHOU JIANGSU PR. CHINA)
30. VALLOUREC TUBES FRANCE (DUSSELDORF-RAT, GERMANY)
31. VALLOUREC TUBES FRANCE (MULHEIM RUHR, GERMANY)
32. VALLOUREC TUBES FRANCE (SOUTH KOREA)
33. VALLOUREC TUBES FRANCE (TIANCHANG CITY CHINA)
34. VALCOVNY TRUB CHOMUTOV
35. WYMAN GORDON FORGINGS
36. YANGZHOU CHENGDE STEEL PIPE CO LTD
37. YANGZHOU LONTRIN STEEL TUBE CO.,LTD.
38. ZHEJIANG GROSS SEAMLESS STEEL TUBE CO LTD

L. PIPE/TUBE - SS (SEAMLESS & WELDED) TO ASTM STDS (60AK)

Sl. no.	Vendor Name
1.	APEX TUBES PVT LTD
2.	ARVIND PIPES & FITTINGS IND PVT LTD
3.	ASR MET TECH PVT LTD
4.	CENTRAVIS PRODUCTION UKRAINE PJSC
5.	CHANDAN STEEL LTD
6.	CHANGSHU WALSIN SPECIALITY STEEL CO. LTD
7.	DEVINE TUBES PVT LTD
8.	GIEMINOX TECTUBI RACCORDI SRL
9.	HAILONG (ZHANGJIAGANG) INDUSTRY CO., LTD
10.	HEAVY METALS & TUBES (INDIA) PRIVATE LIMITED (GANDHINAGAR)

11. HUADI STEEL GROUP CO., LTD
12. IBF S P A
13. INOX TECH. SPA
14. JIANGSU WUJIN STAINLESS STEEL PIPE GROUP
15. JINDAL QUALITY TUBULAR LIMITED
16. JINDAL SAW LTD (NASHIK WORKS)
17. KRYSTAL STEEL MFG. PVT. LTD.
18. MAXIM TUBES COMPANY PVT LTD
19. MBM TUBES PVT LTD
20. NIPPON STEEL AND SUMITOMO METAL CORPORATION
21. PARAS BHAVANI STEEL PVT LTD
22. PRODUCTOS TUBULARES S.A.U.
23. PATELS AIRFLOW LTD.
24. RATNADEEP METAL TUBES LTD.
25. RATNAMANI METALS AND TUBES LTD
26. REMI EDELSTAHL TUBULARS LTD (FORM RMIL)
27. SALZGITTER MANNESMANN ST DEUTSCHLAND GMBH
28. SANDVIK AB
29. SANDVIK ASIA PVT. LIMITED
30. SANDVIK MATERIALS TECHNOLOGY (CHINA) CO.
31. SCHOELLER-BLECKMANN EDELSTAHLROHR
32. SCODA TUBES LTD
33. SCORDITE STAINLESS (INDIA) PVT. LTD.
34. SEAH STEEL CORPORATION
35. SHALCO INDUSTRIES PVT LTD
36. SHUBHLAXMI METALS AND TUBES PVT. LTD
37. SOSTA GMBH
38. STEAMLINER INDUSTRIES LTD
39. SURAJ LTD
40. TUBACEX PRAKASH INDIA PVT. LTD
41. TUBACEX TUBOS INOXIDABLES SAU
42. WILH SCHULZ GmbH
43. ZHEJIANG JIULI HI-TECH METALS CO. LTD
44. ZHEJIANG TSINGSHAN STEEL PIPE CO. LTD.

M. GASKET METALLIC & SOFT IRON (02AB)

- | Sl. no. | Vendor Name |
|---------|--|
| 1. | ASIAN SEALING PRODUCTS PRIVATE LIMITED |
| 2. | FLEXITALLIC UK LTD |
| 3. | GOODRICH GASKET PVT LTD |
| 4. | IGP ENGINEERS PVT. LIMITED |
| 5. | JAMES WALKER & CO LTD |
| 6. | MICRO PRECISION PRODUCTS PVT LTD |
| 7. | MADRAS INDUSTRIAL PRODUCTS |
| 8. | MOORSIDE MACHINING CO LTD |

9. STARFLEX SEALING INDIA PVT LTD

N. GASKET SPIRAL WOUND (02AD)

Sl. no.	Vendor Name
1.	BOMBAY CHEMICAL EQUIPMENTS
2.	CHAMPION JOINTINGS PVT LTD
3.	DAVE ENGINEERS PVT.LTD
4.	FLEXITALLIC UK LTD
5.	GOODRICH GASKET PVT LTD
6.	HEM ENGINEERING CORPORATION
7.	IGP ENGINEERS PVT. LIMITED
8.	JAMES WALKER INMARCO INDUSTRIES PVT. LTD
9.	JAMES WALKER & CO LTD
10.	MADRAS INDUSTRIAL PRODUCTS
11.	MOORSIDE MACHINING CO LTD
12.	NEOSEAL ENGINEERING PRIVATE LIMITED
13.	STARFLEX SEALING INDIA PVT LTD
14.	TEEKAY FLOWFLEX PVT. LTD.
15.	TEADIT PACKING AND GASKETS PVT LTD
16.	UNI KLINGER LTD

O. FASTENERS (02CA)

Sl. no.	Vendor Name
1.	AEP COMPANY
2.	BEA SRL
3.	DEEPAK FASTENERS LIMITED (DORAHA UNIT)
4.	FASTENERS & ALLIED PRODUCTS PVT LTD.
5.	FIX FIT FASTENERS MFG. PVT. LTD.
6.	HARDWIN FASTENERS PVT LTD.
7.	HEM INDUSTRIES
8.	INDUSTRIAL ENGINEERING CORP.
9.	KUNDAN INDUSTRIES LTD.
10.	KOREA PARTS & FASTENERS (KPF)
11.	LAKSHMI PRECISION SCREWS LTD
12.	MULTI FASTENERS PVT LTD
13.	MEGA ENGINEERING PVT. LTD.
14.	NEXO INDUSTRIES PVT. LTD.
15.	NITIN FASTNERS PVT LTD
16.	OME METALLURGICA ERBESE S.r.l.
17.	PRECISION ENGG. INDUSTRIES
18.	PRECISION AUTO ENGINEERS
19.	PRESIDENT ENGINEERING WORKS
20.	PROCYON TECHNOLOGY
21.	PIONEER NUTS & BOLTS PVT. LTD.

22. PANKAJ INTERNATIONAL
23. SAVETA ENGINEERING CO. PVT. LTD.
24. SOUVENIR INTERNATIONAL
25. SYNDICATE ENGINEERING INDUSTRIES
26. TECHNICAL METAL EST.
27. TRIPLE FAST MIDDLE EAST LTD
28. UDEHRA FASTNERS LTD
29. UDEHRA MECHANICAL WORKS

P. STRAINERS (02E-)

Sl. no.	Vendor Name
1.	FORIAN S.R.L.
2.	FUJI FILTER MFG CO LTD
3.	JFC CORPORATION
4.	NEWARK WIRE CLOTH CO
5.	SPIRAX SALCO INTERNATIONAL INC
6.	VEE BEE LIMITED

Q. STRAINERS (FAB/CAST/FORGED) (02EA)

Sl. no.	Vendor Name
1.	BOMBAY CHEMICAL EQUIPMENTS
2.	DOUGLAS CHERO SPA
3.	ESCO STEAMCON PVT. LTD.
4.	FORBES MARSHALL PVT. LTD.
5.	GRAND PRIX ENGINEERING PVT. LTD
6.	GUJARAT OTOFILT
7.	LEADER VALVES LTD
8.	MULTITEX FILTRATION ENGINEERS LTD.
9.	PENNANT ENGINEERING PVT LTD
10.	RAKDIN ENGINEERS
11.	SUNGOV ENGINEERING PVT LTD
12.	VERMEER PROCESS TECHNOLOGY B.V

R. VALVE BALL PIPELINE (API6D/METAL SEAT) (30PFA)

Sl. no.	Vendor Name
1.	CAMERON ITALY SRL
2.	EMERSON PROCESS MANAGEMENT (INDIA) PRIVATE LIMITED
3.	FRANZ SCHUCK GMBH
4.	KITAMURA VALVE MANUFACTURING CO LTD
5.	KMC KOREA
6.	L & T VALVES LIMITED
7.	MICROFINISH VALVES PVT LIMITED
8.	MSA A.S.
9.	OMS SALERI

10. OSWAL INDUSTRIES LTD
11. PCC BALL VALVES SRL
12. PERAR S.P.A (ENQ TO T.R.P. SRL)
13. PETROL VALVES SRL
14. PIBIVIESSE S. R. L.
15. PTPA JSC
16. PETRO VALVES PVT LTD
17. VALVART SRL
18. VALVITALIA SPA
19. ZA. VE. RO. SRL

S. VALVE BALL PIPELINE (API6D/SOFT SEAT) FS (30PFE)

Sl. no. Vendor Name

1. CHENGDU HOLY VALVE & COMPLETE EQPMT CO L
2. DEMBLA VALVES LIMITED
3. EMERSON PROCESS MANAGEMENT (INDIA) PRIVATE LIMITED
4. GALPERTI ENGINEERING AND FLOW CONTROL SPA
5. HAWA VALVES INDIA PVT. LTD.
6. MICROFINISH VALVES PVT LIMITED
7. MIR VALVE SDN.BHD.
8. MNF VALVES PVT. LTD.
9. NEWAY VALVE (SUZHOU) CO LTD
10. NSSL ITALIA
11. PERAR S.P.A (ENQ TO T.R.P. SRL)
12. RMT VALVOMECCANICA SRL
13. STEELSTRONG VALVES INDIA PVT LTD
14. VALVITALIA SPA
15. ZA. VE. RO. SRL

T. VALVE BALL FIRE SAFE-CSS (50DF)

Sl. no. Vendor Name

1. AMPO, S.COOP (POYAM VALVES) (GIPUZSKOA)
2. BELGAUM AQUA VALVES PVT. LTD.
3. BOTELI VALVE GROUP CO.
4. DEMBLA VALVES LIMITED
5. EMERSON PROCESS MANAGEMENT (INDIA) PRIVATE LIMITED
6. FLOW CHEM INDUSTRIES
7. GALPERTI ENGINEERING AND FLOW CONTROL SPA
8. GM ENGINEERING PVT. LTD.
9. INTERVALVE POONAWALLA LIMITED
10. JC FABRICA DE VALVULAS SA
11. JIANGSU JIULONG VALVE MANUFACTURE CO. LTD
12. KUMKANG VALVE MFG. CO.LTD.

13. L & T VALVES LIMITED
14. LEADER VALVES LTD
15. MICON ENGINEERS (HUBLI) PVT LTD
16. NEWAY VALVE (SUZHOU) CO LTD
17. NITON VALVE INDUSTRIES PRIVATE LTD.
18. NSSL ITALIA
19. REYNOLD VALVES LTD
20. SHENJIANG VALVE CO LTD
21. SUZHOU VIZA VALVE CO. LTD
22. VALBART SRL
23. VALVITALIA SPA
24. VALVOSPAIN INDUSTRIAL S.P.U.
25. WEIR BDK VALVES-A UNIT OF WEIR INDIA PVT
26. ZA. VE. RO. SRL

U. VALVE BALL - FIRE SAFE (FORGED) (50DL)

Sl. no.	Vendor Name
1.	BELGAUM AQUA VALVES PVT. LTD.
2.	FLOW CHEM INDUSTRIES
3.	GALPERTI ENGINEERING AND FLOW CONTROL SPA
4.	HAWA VALVES INDIA PVT. LTD.
5.	INTERVALVE POONAWALLA LIMITED
6.	MICON ENGINEERS (HUBLI) PVT LTD
7.	NITON VALVE INDUSTRIES PRIVATE LTD.
8.	RMEBS CONTROLS PRIVATE LIMITED
9.	STEEL STRONG VALVES INDIA PVT LTD (SANAND)
10.	VALVULAS FEVISA SAU
11.	WEIR BDK VALVES-A UNIT OF WEIR INDIA PVT

V. VALVE GLOBE FORGED (50BD)

Sl. no.	Vendor Name
1.	ASSOCIATED TOOLINGS INDIA PVT LTD
2.	AUTOCAP INDUSTRIES
3.	AV VALVES LIMITED
4.	BFE SRL
5.	BHEL (TRICHY)
6.	BOTELI VALVE GROUP CO.
7.	DEMBLA VALVES LIMITED
8.	DOUGLAS CHERO SPA
9.	FLOWSERVE PTE
10.	FLUIDLINE VALVES CO.PVT LTD
11.	GM VALVE PVT LIMITED
12.	HAWA ENGINEERS LIMITED

13. INTERVALVE POONAWALLA LIMITED
14. JC FABRICA DE VALVULAS SA
15. JIANGSU JIULONG VALVE MANUFACTURE CO. LTD
16. JMD ENGINEERING
17. KSB PUMPS LTD
18. L & T VALVES LIMITED
19. LEADER VALVES LTD
20. LVF SPA
21. MH VALVES PVT. LTD.
22. MICON ENGINEERS (HUBLI) PVT LTD
23. NITON VALVE INDUSTRIES PRIVATE LTD.
24. OMB VALVES
25. OSWAL INDUSTRIES LTD
26. PANCHVATI VALVES & FLANGES PVT LTD
27. PEE INDUSTRIAL VALVES PVT. LTD.
28. SEMPELL VALVES PVT LTD
29. SHALIMAR VALVES PVT. LTD.
30. STEEL STRONG VALVES INDIA PVT LTD (SANAND)
31. STEEL STRONG VALVES INDIA PVT LTD (RABALE)
32. VEE TECH VALVES PRIVATE LIMITED
33. VELAN VALVES INDIA PVT. LTD.
34. WEIR BDK VALVES-A UNIT OF WEIR INDIA PVT

NOTES:

1. Bidder may procure material from any of approved vendors listed above. However, **current validity and range of approval as per enlistment letter, workload, stability and solvency need to be verified by the Vendor before placement of order. The finally selected vendor(s) for items shall be informed to the Company. Confirmation shall be taken from the Company regarding the current status (Holiday/Blacklist etc.) of the Vendor before placing the orders on the vendor(s).**
2. For equipment/components other than the above, vendor shall submit past track record for the proposed sub-vendors and obtain written approval from Owner / EIL before placing order.
3. The sub-vendors list shall be approved by owner/EIL prior to placement of order by vendor. Vendor shall list down the proposed suppliers/vendors for such items and submit the same for owner review/approval along with necessary documents/PTR. Non-acceptance of a particular proposed vendor due to any reasons whatsoever shall not be a cause of schedule and cost implication. If equipment are sourced from outside India, vendor shall obtain prior approval for make of equipment before placement of order.

VENDOR LIST FOR INSTRUMENTATION ITEMS

PROJECT : CONSTRUCTION OF TRUCK LOADING FACILITIES
CLIENT : M/s KLPL DABHOL
CONSULTANT : ENGINEERS INDIA LIMITED
JOB NO. : B182

0	18.04.2019	Issued with MR	SK	SR	PKS
Rev. No	Date	Purpose	Prepared by	Checked by	Approved by

VENDOR LIST FOR INSTRUMENTATION ITEMS

SI No.	APPROVED VENDORS NAME
Item: Tube Fittings	
1.	Arya Crafts & Engineering Pvt Ltd
2.	Astec Valves & Fittings Pvt. Ltd
3.	Autoclave Enginers Fluid Components
4.	Circor Instr. Technologies Inc-Form.H608
5.	Comfit & Valves Pvt. Ltd
6.	Excel Hydro Pneumatics Pvt Ltd
7.	Excelsior Engg. Works
8.	Fittok Incorporated
9.	Fluid Controls Pvt Ltd
10.	Ham-Let
11.	Met-Lok Valves and Fittings
12.	Multimetal Industries
13.	Panam Engineers
14.	Precision Engineering Industries
15.	Prime Engineers
16.	Parker Hannifin Corporation
17.	Reliance Engineering & Electricals Corpn
18.	Sealexcel (India) Pvt. Ltd
19.	Swastik Engineering Works
20.	Swagelok Co
21.	SSP Fittings Corporation
22.	TK Fujikin Corporation
23.	Wesmec Engineering Private Limited
24.	Vipal Enterprises Pvt Ltd
Item: Tubing	
1	HEAVY METALS & TUBES LTD. (MEHSANA)
2	JINDAL SAW LTD. (NASHIK WORKS)
3	RATNAMANI METALS AND TUBES LTD.
4	REMI EDELSTAHL TUBULARS LTD
5	SHUBHLAXMI METALS AND TUBES PVT. LTD
6	TK FUJIKIN CORPORATION
Item: Signal Cables	
1.	Associated Cables Pvt Ltd
2.	Associated Flexibles & Wires [P] Ltd
3.	CMI Limited
4.	Cords Cable Industries Ltd

5.	Delton Cables Limited
6.	Elkay Telelinks Ltd
7.	Havells India Ltd.
8.	KEC International - Mysore
9.	KEI Industries Limited
10.	Lapp India Pvt. Ltd
11.	LEONI CABLE SOLUTIONS (INDIA) PVT PTD.
12.	LEONI KERPEN GMBH
13.	Polycab India Ltd
14.	Suyog Electricals Ltd
15.	Thermo Cables Ltd (
16.	T C Communication Pvt. Ltd
17.	Udey Pyrocables Pvt. Ltd
Item: Control Valve	
1.	ARCA REGLER GMBH
2.	AST APPARECCHI DI SICUREZZA E TENUTA SPA
3.	BELLINO SRL
4.	CCI VALVE TECHNOLOGY GMBH
5.	DRESSER PRODUITS INDUSTRIELS
6.	EMERSON PROCESS MANGMNT CHENNAI PVT. LTD
7.	FLOWERVE INDIA CONTROL PVT LTD-BANGALOR
8.	FLOWERVE PTE LTD
9.	FORBES MARSHALL ARCA P LTD.(FORMRLY A214
10.	GE Oil & Gas India Pvt. Ltd.
11.	INSTRUMENTATION LTD. (PALGHAT)
12.	ITALVALV S.N.C
13.	KENT INTROL UK LTD (FORM. A-718)
14.	KOSO INDIA PVT LTD (FORM.K176)
15.	KSB MIL CONTROLS LIMITED
16.	METSO FLOW CONTROL OY
17.	MOTOYAMA ENGG WORKS LTD
18.	SAMSON CONTROLS PVT LTD
19.	SAMSON AG MESS-UND REGELTECHNIK
20.	SEVERN GLOCON INDIA PVT LTD
21.	SEVERN GLOCON LTD
22.	SPX VALVES & CONTROLS (FORMERLY DEZURIK)
23.	WEIR VALVES & CONTROLS UK LTD
Item: On-off Valve	
1.	ADVANCE VALVES PVT LTD.
2.	BRAY CONTROLS INDIA PVT LTD
3.	CAMERON ITALY SRL
4.	EL-O-MATIC INDIA (PVT) LTD.

5.	EMERSON PROCESS MANAGEMENT (INDIA) PRIVATE LIMITED
6.	FLOWSERVE INDIA CONTROL PVT LTD-BANGALOR
7.	FLOWSERVE PTE LTD
8.	ITALVALV S.N.C
9.	KITAMURA VALVE MANUFACTURING CO LTD
10.	KITZ CORPORATION OF EUROPE S.A.
11.	KOSO INDIA PVT. LIMITED
12.	L & T VALVES LIMITED
13.	METSO INDIA PRIVATE LIMITED
14.	MICROFINISH VALVES PVT LIMITED
15.	MOTOYAMA ENGG WORKS LTD
16.	PENTAIR VALVES & CONTROLS INDIA PVT LTD
17.	PIBIVIESSE S. R. L.
18.	PERRIN GMBH
19.	ROTEX MANUFACTURERS & ENGINEERS P LTD.
20.	SAMSON AG MESS-UND REGELTECHNIK
21.	SPX VALVES & CONTROLS (FORMERLY DEZURIK
22.	TYCO VALVES & CONTROLS
23.	VALVTECHNOLOGIES INC.
24.	VELAN INC
25.	WEIR VALVES & CONTROLS UK LTD
Item: Self Actuated Pr. Control Valves	
1.	DRESSER PRODUITS INDUSTRIELS
2.	EMERSONPROCESSMANAGEMENT CHENNAI PVT LTD
3.	EMERSON PROCES MGMT ASIA PACIFIC PTE LTD
4.	ELSTER-INSTROMET NV
5.	ESME VALVES LTD.
6.	GE Oil & Gas India Pvt. Ltd.
7.	GORTER CONTROLS B.V.
8.	KSB MIL CONTROLS LIMITED
9.	NIRMAL INDUSTRIAL CONTROL PVT. LTD.
10.	PIETRO FIORENTINI SPA
11.	RICHARDS INDUSTRIES (FORMERLY TRELOAR)
12.	RMG REGEL+MESSTECHNIK GMBH
13.	SAMSON AG MESS-UND REGELTECHNIK
14.	SAMSON CONTROLS PVT LTD
15.	
Item : Instrument Valves& Manifolds	
1.	Anderson Greenwood Crosby
2.	Arya Crafts & Engineering Pvt Ltd
3.	Astec Valves & Fittings Pvt. Ltd

4.	Autoclave Engineers Fluid Components
5.	Baumer Technologies India Pvt. Ltd
6.	Chemtrols Industries Ltd
7.	Comfit & Valves Pvt. Ltd.
8.	Circor Instrumentation Technologies Inc
9.	Excelsior Engineering Works
10.	Excel Hydro Pneumatics Pvt Ltd
11.	Fluid Controls Pvt Ltd
12.	Ham-Let (Israel-Canada) Ltd.
13.	Met-Lok Valves And Fittings
14.	Micro Precision Products Pvt Ltd
15.	Panam Engineers
16.	Parker Hannifin Corporation
17.	Precision Engineering Industries
18.	Prime Engineers
19.	Swastik Engineering Works
20.	Swagelok Company
21.	Swagelok Limited
22.	TK Fujikin Corporation
23.	Wesmec Engineering Private Limited
Item : Control panel & accessories	
1.	Accuosonic Control Pvt Ltd
2.	Control Systems Engineers
3.	Electronic Corporation of India Ltd
4.	Electronic Instrumentation & control P Ltd
5.	Industrial Controls & Appliances Pvt Ltd
6.	Iris Automation Pvt Ltd
7.	Positronics Pvt Ltd
8.	Prima Automation India Pvt Ltd
9.	Pyrotech Electronics Pvt Ltd
10.	Radha Krishna Controls
Item: CABLE GLANDS (HAZARDOUS AREA)	
1.	CMP PRODUCTS LTD
2.	COMET BRASS PRODUCTS
3.	COMET INDUSTRIES
4.	FLEXPRO ELECTRICALS PVT LTD
5.	FLAMEPROOF EQUIPMENTS PVT.LTD
6.	FCG POWER INDUSTRIES PVT LTD
7.	FCG FLAMPROOF CONTROL GEARS P. LTD
8.	KAYSONS TECHNO EQUIPMENT P LTD.
9.	METAL CRAFT INDUSTRIES
10.	SUDHIR SWITCHGEARS PVT LTD

11.	STANDARD METAL INDUSTRIES
Item: JUNCTION BOX (FLAMEPROOF)	
1.	BALIGA LIGHTING EQUIPMENTS (P) LIMITED
2.	FCG FLAMPROOF CONTROL GEARS P. LTD
3.	FCG POWER INDUSTRIES PVT LTD
4.	FLAMEPROOF EQUIPMENTS PVT. LTD
5.	FLEXPRO ELECTRICALS PVT LTD
6.	SUDHIR SWITCHGEARS PVT LTD
7.	KAYSONS TECHNO EQUIPMENT P LTD.
8.	PEPPERL & FUCHS MANUFACTURING INDIA
9.	PHOENIX MECANO INDIA PVT LTD
10.	R STAHL PVT LTD
Item: Field Instruments (P,DP,F,L,T,TD.)	
1.	ABB India Ltd (Bangalore)
2.	ABB Automation Products Gmbh
3.	Emerson Process Management India Pvt Ltd
4.	Emerson Process Mgmt Asia Pacific Pte Ltd
5.	Endress+Hauser Wetzer India Pvt Ltd
	Endress+Hauser (I) Auto Instr. Pvt Ltd
6.	Endress+Hauser Wetzer Gmbh+Co. Kg
7.	Endress+Hauser Gmbh+Co. Kg
8.	Fuji Electric Systems Co. Ltd
9.	Honeywell Automation India Ltd
10.	Honeywell Inc.
11.	Schneider Electric Systems Pvt Ltd
12.	Yokogawa India Limited
13.	Yokogawa Electric Corporation
Item: Pressure Gauges	
1.	AN Instruments Pvt Ltd
2.	Badotherm Process Instruments B.V
3.	Baumer Technologies India Pvt. Ltd
4.	Budenberg Gauge Co. Ltd
5.	Forbes Marshall (Hyd). Pvt. Ltd.
6.	Gauges Bourdon (I) Pvt. Ltd
7.	Goa Instruments Industries Pvt. Ltd.
8.	H Guru Instruments(South India) Pvt. Ltd
9.	H.Guru Industries
10.	Manometer (India) Pvt. Ltd
11.	Precision Mass Products Pvt. Ltd.
12.	Wika Instruments India Pvt Ltd

13.	Walchandnagar Industries Ltd (Tiwac Divn)
14.	Wika Alexander Wiegand & Co Gmbh
Item: Temperature Elements and Thermowells	
1.	ABB Automation Ltd
2.	Altop Industries Ltd
3.	Daily Thermetrics Corporation
4.	Detriv Instrumentation & Electronics Ltd
5.	GAUGES BOURDON (I) PVT LTD (GEN. INST)
6.	Gayesco WIKA USA
7.	Goa Instruments Industries Pvt Ltd
8.	Pyro-Electric Instruments Goa Pvt Ltd
9.	Temp-Tech
10.	Tempsens Instruments India Pvt Ltd
11.	Techno Instruments
12.	Thermal Instrument (I) P Ltd (Gen.Inst)
13.	Thermo Electric CO. INC
14.	TM Tecnomatic SPA
15.	Thermo-Couple Products CO
16.	Thermo-Electra B.V
17.	TOSHNIWAL INDUSTRIES PVT LTD
18.	Wika Alexander Wiegand & Co Gmbh
19.	WIKA INSTRUMENTS INDIA PVT LTD
Item: PROGRAMMABLE LOGIC CONTROLLERS	
1.	ABB INDIA LTD (BANGALORE)
2.	ASEA BROWN BOVERY LTD (ABB LTD)
3.	EMERSON PROCESS MANAGEMENT INDIA PVT LTD
4.	GE INTELLIGENT PLATFORMS PVT LTD
5.	HIMA PAUL HILDEBRANDT GMBH + CO KG
6.	HONEYWELL INC.
7.	HONEYWELL AUTOMATION INDIA LTD.
8.	ICS TRIPLEX (EMEA) PLC [ESSEX]
9.	INVENSYS SOFTWARE SYSTEMS (S) PTE LTD
10.	LARSEN & TOUBRO LTD-MAHAPE
11.	ROCKWELL AUTOMATION INDIA PVT LTD
12.	ROCKWELL AUTOMATION INC.
13.	SIEMENS AG
14.	SIEMENS LTD - NASHIK
15.	YOKOGAWA INDIA LIMITED
Item: TERMINAL AUTOMATION SYSTEM	
1.	ABB AUTOMATION LTD
2.	ADVANCED SYSTEK PVT LTD.

3.	CHEMTROLS INDUSTRIES PVT. LTD.
4.	EMERSON PROCESS MANAGEMENT INDIA PVT LTD.
5.	HONEYWELL AUTOMATION INDIA LTD.
6.	LARSEN & TOUBRO LTD-MAHAPE
Item : GAS DETECTION SYSTEM	
1.	CHEMTROLS INDUSTRIES LTD
2.	CROWCON DETECTION INSTRUMENTS LTD
3.	DETECTOR ELECTRONICS CORP
4.	DRAGER SAFETY AG & CO KGAA
5.	EMERSON PROCESS MANAGEMENT INDIA PVT LTD
6.	HONEYWELL ANALYTICS
7.	INDUSTRIAL SCIENTIFIC CORPORATION
8.	JSC ELECTRONSTANDART-PRIBOR(ESP CO)
9.	MINE SAFETY APPLIANCES COMPANY
10.	NET SAFETY MONITORING
11.	RIKEN KEIKI CO LTD
12.	RESPO PRODUCTS
Item: PRESSURE RELIEF VALVE	
1.	ANDERSON GREENWOOD CROSBY
2.	ANDERSON GREENWOOD CROSBY SANMAR LTD.
3.	AST APPARECCHI DI SICUREZZA E TENUTA SPA
4.	BHEL (TRICHY)
5.	BLISS ANAND PVT LTD
6.	CURTISS WRIGHT FLOW CONTROL CORPORATION
7.	DRESSER INC.
8.	FAINGER LESER VALVES (P) LTD.
9.	INSTRUMENTATION LTD. (PALGHAT)
10.	LESER GMBH & CO. KG
11.	NAKAKITA SEISAKUSHO CO LTD
12.	WEIR BDK VALVES-A UNIT OF WEIR INDIA PVT
Item: TEMP.GAUGES(BI METALLIC,FILLED SYSTEM)	
1.	AN INSTRUMENTS PVT LTD
2.	BAUMER TECHNOLOGIES INDIA PVT.LTD
3.	BADOTHERM PROCESS INSTRUMENTS B.V.
4.	Forbes Marshall (Hyd) Pvt. Ltd.
5.	GAUGES BOURDON (I) PVT. LTD. (GEN.INST)
6.	GOA INSTRUMENTS INDUSTRIES PVT. LTD.
7.	H GURU INSTRUMENTS (SOUTH INDIA) PVT. LTD
8.	H.GURU INDUSTRIES
9.	PRECISION MASS PRODUCTS PVT. LTD.
10.	WIKA INSTRUMENTS INDIA PVT LTD

11.	WALCHANDNAGAR INDUSTRIES LTD(TIWAC DIVN)
12.	WIKA ALEXANDER WIEGAND & CO GMBH
Item: Orifice Plates & Flanges	
1.	Baliga Lighting Equipments (P) Limited
2.	Cameron Ltd.
3.	Chemtrols Samil (India) Pvt. Ltd.
4.	Comfit & Valves Pvt. Ltd
5.	Daniel Measurement & Control Asia Pacific
6.	Eureka Industrial Equipments (P) Ltd
7.	EMERSON PROCESS MANAGEMENT ASIA PACIFIC PTE LTD.
8.	Guru Nanak Engg Works
9.	HYDROPNEUMATICS PVT. LTD
10.	Instrumentation Ltd. (Palghat)
11.	Micro Precision Products Pvt Ltd
12.	Minco (India) Pvt Ltd (Gen. Inst.)
13.	Petrol Valves SRL
14.	Pietro Fiorentini SPA
15.	Star-Mech Controls (India) Pvt Ltd
16.	TM Tecnomatic SPA
Item : Gauge Glasses & Cocks	
1.	BLISS ANAND PVT LTD
2.	CESARE BONNETTI S.P.A.
3.	CHEMTROLS SAMIL (INDIA) PVT LTD
4.	GAUGES BOURDON (I) PVT LTD (GEN. INST)
5.	JERGUSON GAUGE & VALVE
6.	KLINGER SPA
7.	NIHON KLINGAGE CO LTD
8.	NISAN SCIENTIFIC PROCESS EQUIP. P LTD
9.	PRATOLINA INSTRUMENTS PVT LTD
10.	PUNE TECHTROL PVT LTD
11.	SIGMA INSTRUMENTS CO
Item : Tank Level Instrument (Radar, Ultrasonic)	
1.	AMETEK DREXELBROOK
2.	EMERSON PROCESS MANAGEMENT INDIA PVT LTD
3.	ENDRESS+HAUSER (I) AUTO. INSTR. PVT. LTD
4.	ENDRESS+HAUSER GMBH +CO.KG
5.	ENRAF B.V. (GR. COMPANY OF HONEYWELL)
6.	HAWK MEASUREMENT SYSTEM PTY LTD
7.	KROHNE S.A.S. [CEDEX]
8.	L & J TECHNOLOGIES
9.	MAGNETROL INTERNATIONAL N.V

10.	MOBREY LTD
11.	ROSEMOUNT TANK RADAR AB
12.	SIEMENS AG
13.	VEGA GRIESHABER KG
Item : Loop Powered Indicators	
1.	BEKA ASSOCIATES LTD
2.	EMERSON PROCESS MANAGEMENT INDIA PVT LTD
3.	ENDRESS + HAUSER WETZER INDIA PVT LTD
4.	ENDRESS+HAUSER WETZER GMBH+ CO.KG
5.	HONEYWELL AUTOMATION INDIA LTD.
6.	MTL INSTRUMENTS PVT LTD
7.	YOKOGAWA INDIA LIMITED
Item : Mass flowmeters	
1.	ABB AUTOMATION PRODUCTS GMBH
2.	BRONKHORST HIGH TECH BV
3.	BROOKS INSTRUMENT
4.	EMERSON PROCESS MANAGEMENT INDIA PVT LTD
5.	EMERSON PROCES MGMT ASIA PACIFIC PTE LTD
6.	ENDRESS + HAUSER FLOWTEC AG
7.	ENDRESS+HAUSER (I) PVT. LTD.
8.	ENDRESS+HAUSER FLOWTEC (INDIA) PVT LTD
9.	FLUID COMPONENTS INTERNATIONAL LLC
10.	FOX THERMAL INSTRUMENT INC.
11.	HEINRICHS MESSTECHNIK GMBH
12.	KROHNE LIMITED
13.	KURZ INSTRUMENTS INC
14.	MAGNETROL INTERNATIONAL N.V
15.	RHEONIK MESSGERATE GMBH
16.	ROTA YOKOGAWA GMBH & CO. KG
17.	YOKOGAWA INDIA LIMITED

NOTES:

1. Vendor may procure material from any of approved vendors listed above. However current validity and range of approval as per enlistment letter, workload, stability and solvency need to be verified by the Vendor before placement of order.
2. For equipments/components other than the above, vendor shall submit past track record for the proposed sub-vendors and obtain written approval from Owner / EIL before placing order.
3. The sub-vendors list shall be approved by owner/EIL prior to placement of order by vendor. Vendor shall list down the proposed suppliers/vendors for such items and submit the same for owner review/approval along with necessary documents/PTR. Non-acceptance of a particular

proposed vendor due to any reasons whatsoever shall not be a cause of schedule and cost implication. If equipments are sourced from outside India, vendor shall obtain prior approval for make of equipments before placement of order.

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TD-106-2
Rev-5

Form No.



PRODUCT STANDARD
HEAT EXCHANGERS
HYDERABAD

HE 51582 Rev 01
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SPECIFICATION

FOR

AIR BLAST OIL COOLER

PROJECT:

GAIL, Gandhar

GT Driven Compressor

Gandhar, Gujarat

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PRODUCT STANDARD

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HYDERABAD

1.1. Description:

This specification covers the requirements of packaged Air Cooled Heat Exchanger (ACHE) consisting of Plug Type Heat Exchangers with axial flow fans for cooling. The package shall be mounted on a ground including foundation bolting, cabling etc. The whole package shall be suitable for out-door mounting environment at Gandhar Gujarat, GAIL GT driven compressor project. The scope covers Mechanical Design, Fabrication, Testing and trial run assembly (at Works) and supply of the Air cooled Heat Exchangers package with BHEL/ Customer inspection in line with approved Quality Plans. The package shall be complete with Heat Exchanger Module, louvers, Fan-Motors, Common distribution manifolds, accelerometer type vibration switches, Instrumentation, Local panel consisting of Local Push Button Stations, Junction Boxes, Cabling, Structure and Foundation bolting etc.

1.2. Number of equipment: Air Blast Oil Cooler (ABOC) – two bundles in single structure.

1.3. Applicable Standards:

1.3.1 Specifications and standards to be followed

1.3.1.1 Air Cooled Heat Exchangers shall comply with latest API - 661 (ISO 13706).

1.3.1.2 American Society of Mechanical Engineers-Boiler and pressure Vessel Code – Section VIII, Div-1. – 2019.

1.3.1.3 American Institute of Steel Construction - Design, Fabrication and Erection of Structural Steel for Buildings.

1.3.1.4 Specification for degree of protection of Electrical apparatus IEC Standard.

1.3.1.5 National Electric Manufacturers Association (NEMA) Standard on motor power loads.

1.3.2 Drawings to be followed - 11673000416 Rev 00

1.3.3 In case of any discrepancy between this Product Standard & EIL Specifications, then the same shall be brought to BHEL notice in writing for clarification & approval. All deviations shall be sent in writing.

2. Design

2.1. Tube Bundle:

2.1.1. Tube bundles shall be manufactured from straight round finned tubes of **G-Type** with plug type box header at each end. Provision shall be made in the header for draining and venting with 1½" flanged connections with root valves and piping inclusive. Further, pneumatically actuated, opposed action type louvers with positioners for automatic control of oil temperature and louvers shall be provided to covering all tubes on top of each tube bundle.

2.1.2. The Air Blast Oil cooler is to be mounted horizontally for airflow in the vertical direction. The header shall be designed, fabricated, tested and inspected in full accordance with ASME Sec VIII Div 1. Radiography for headers shall be 100%.

2.1.3. Tube access header plug material shall be selected to prevent galling.

2.1.4. Internal turbulent promoters shall be used. They shall be of removable type and shall be made from SS304 grade material (Calgavan Make).

2.1.5. Plug header gaskets shall be solid soft metal gasket.



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- 2.1.6.** Tubes shall have G – type of fins and the fins spacing shall be 11 FPI (or 433 fins per meter), Fin OD. 57.15 mm, 0.4 mm stock thickness, 0.2mm tip thickness. Vendor shall furnish fin profile during offer stage. Tube outside diameter shall be 25.4 mm OD x 1.9 mm thick (min) and tube length shall be 6.5 metres. Tube material is Stainless steel SA249 TP 304 and Fin material is Aluminium-SB 209 alloy no.1060.
- 2.1.7.** For G-Type fins the tube inner surface shall be serration free due to grooving operation for fixing the fins.
- 2.1.8.** Lifting lugs shall be provided to lift each assembled tube bundle.
- 2.1.9.** Tube bundles shall be removable without dismantling walkways and walkway platforms.
- 2.1.10.** The individual finned tube bundles shall be self supporting using steel channels to hold the headers. Tube supports shall be spaced at a maximum distance of 1.5M from center to center. The design shall be checked specifically for any vibration that could cause technical damage to the exchanger.
- 2.1.11.** Each Tube bundle shall be pressure tested with lube oil.
- 2.1.12.** Air seals shall be provided throughout the tube Bundles to minimise air leakage & bypassing.
- 2.1.13.** For design, ABOC shall be with one number of tube pass with outlet nozzle is located other side of the cooler.
- 2.1.14.** Materials of construction shall be as per enclosed Drawings.
- 2.1.15.** The bare and finished tubes shall be procured from reputed vendors as per EIL approved vendors list.
- 2.1.16.** Pneumatically-actuated, opposed-action type louvers with Positioners for automatic control of oil temperature(controlled by temperature control system)

2.2. Axial Flow Fans

- 2.2.1.** Approved Vendors: COFIMCO (ITALY), MOORE (UK), HUDSON (USA)
- 2.2.2.** Fan Type: **Forced Draft** having manual adjustable pitch.
- 2.2.3.** Fan shall be capable of providing extra 10% over design flow with corresponding increase in pressure.
- 2.2.4.** Fans shall comply with the requirements of API - 661 including its static & dynamic balancing.
- 2.2.4.1.** The characteristic fan performance curve shall relate static pressure, airflow, blade pitch, fan input, brake horsepower and efficiency for designed case. The operating point and brake horse power for the designed ambient temperature and minimum ambient temperature shall be shown separately. These shall be supplied along with bid.
- 2.2.4.2.** The vendor shall indicate pitch angle.
- 2.2.4.3.** The design of the fan shall be non-sparking type.
- 2.2.4.4.** Vendor to confirm with data that the HP of the motor is adequate for driving the fan with rated capacity under continuous operation services.
- 2.2.4.5.** Fan tip speed shall not exceed 60m/sec. Noise limitation may require lower speeds.



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2.2.4.6. Gap between the blade tip and fan ring shall confirm to API 661 standard.

2.2.4.7. Vendor shall furnish with bid the GD2 value, Torque Vs Speed curve for fan, speed torque characteristic, Efficiency Vs Load, Current Vs Time characteristic for motor & calculation for the acceleration time to reach full speed when coupled with fan.

2.2.4.8. The fan blades shall be manually adjustable at standstill. Fan shrouds and guard rings shall be provided.

2.2.4.9. Fan blades shall be such that individual blades can be replaced.

2.2.4.10. Fan hubs shall permit individual adjustment of blade angle for summer and winter conditions.

2.2.4.11. Electronic vibration switches shall be provided for each fan and shall alarm on high vibration.

2.2.4.12. The direction of rotation of all the rotating parts shall be clearly marked.

2.2.4.13. Fan shall be provided with locking devices to prevent rotation due to natural convection.

2.2.5. SS tubing (1/4" dia) and fittings shall be provided for lubrication of fan shaft bearings and motor bearings. Provision shall be made from motor access platforms, without shutdown of the equipment or removal of the machinery guards. These connections shall be accessible from maintenance platform. Vendor to develop detailed connection drawing to connect the lubrication piping to one point.

2.2.6. Fan including explosion proof accelerometer type vibration switch shall be protected against foreign objects by means of non-sparking bolt-on screens constructed from square galvanised wire mesh.

2.3. Electric Motors:

2.3.1. The motors for the Fans shall be Sq. Cage induction types, TEFC, explosion proof continuous duty with rating based on 50 °C ambient. The motor insulation shall be class-F; temp. rise limited to Class-B insulation & tropicalized.

2.3.2. Motors shall be protected from rain water or water accumulation by means of suitable covers.

2.3.3. A self - actuating braking device shall be installed to prevent reverse rotation of an idle fan.

2.3.4. Cooler fans shall be electric motor driven directly (V Belt drives are not acceptable). Flexible metallic couplings shall be used for coupling motor & fan.

2.4. Main Structure:

2.4.1. A bolted type steel structure shall be supplied to support Air Cooled Exchanger. The structure shall withstand wind speeds of 160 KMPH maximum and seismic loads. Provisions for lifting of its components rated at 5G to be included. Structural sub-assemblies may be welded in shop and final assembly at site is by bolting to minimise erection time, except for cases where site welding is unavoidable. All foundation hardware materials including shims are to be supplied by vendor and shall be Hot Dip Galvanised.



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- 2.4.2.** STAAD analysis of structure shall be carried out by Vendor and submitted to BHEL for review. STAAD analysis shall cover seismic and wind loadings.
- 2.4.3.** Two ground cable connectors shall be placed on the opposite corners of the skid for connection with a grounding system.
- 2.4.4.** Walking platforms required on all four sides of cooler (refer enclosed drawings). The platforms shall have anti-skid gratings & hand railings. Stairs on one side & ladders on the other side are to be provided. Walkways shall have toe-boards.
- 2.4.5.** Lowest point of the Fan Motor assembly shall be at least **3.5** meters above the ground level.
- 2.4.6.** Platform, ladder & Structure materials shall be hot-dip Galvanised.
- 2.4.7.** Common inlet distribution manifold shall be included joining all inlet connections. End connection with counter flange, fasteners, (Reducers if required to match with subsequent pipelines) & gaskets shall be included.
- 2.4.8.** Common outlet distribution manifold shall be included joining all outlet connections. End connection with counter flange, fasteners, (Reducers if required to match with subsequent pipelines) & gaskets shall be included.
- 2.4.9.** Inlet an outlet distribution manifolds to be symmetrically installed.
- 2.4.10.** Transition type plenum chambers shall be provided. Sharp corners are not acceptable. Sufficient thickness of plate shall be considered to prevent distortion.
- 2.4.11.** Plate thickness of the fan ring and fan hood must be sufficiently thick to prevent distortion.

3. Instrumentation:

S.no.	Description	Specification*	Number of Instruments/unit
1	Vibration Detector switch (Explosion proof) along with integral cables, extension cable and proximeter to trip-out the motor and initiate alarm in the event of excessive lateral movements.	NA	6 nos.

3.1. Electrical Devices:

- 3.1.1.** All the Electrical devices on the field shall be interconnected by cabling which shall be neatly laid using cable trays and terminated to Junction Boxes & local push button stations in local panel. Local panel is in vendor scope. Control circuit wiring shall not be smaller than 2.5-mm sq. (Cu). This inter connecting cabling shall be PVC – FRLS-Armored type. The junction boxes shall be supplied with cable glands. Jn. Boxes shall not be mounted on module structure.
- 3.1.2.** All electrical items shall have protection class IP-65 and Explosion proof. All field instruments & electrical items (transmitters, gauges, switches, I/Ps, SOVs, junction boxes, cable glands, detectors, probes etc.) shall be weather proof to IP 65.



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- 3.1.3.** The certification from statutory authorities like BASEEFA, FM, PTB, UL & CENELEC etc. for items of foreign origin and from CMRI / CCOE etc. for items of Indian origin are to be submitted wherever they are required.
- 3.1.4.** Vendor shall supply local push button stations for all motors, which are located on the local panel. They shall not be mounted on the module structural. Local Push Button stations shall have ON/OFF push buttons with key lock facility in off position.
- 3.1.5.** A local panel is envisaged in vendor's scope. The local panel consists of Explosion proof push buttons, explosion proof junction boxes and status lamps.

4. Design Life:

The equipment shall be designed for a total useful life of 30 years with scheduled overhaul at 10 years.

5. Spares:

5.1. Vendor shall supply following erection & commissioning spares along with main supply.

5.1.1. Gaskets for all Nozzles: 400%

5.1.2. Bolting (stud and nuts) for all Nozzles: 20% (minimum 4 sets)

5.1.3. Plugs for each size: 20%

5.1.4. Plug gaskets for each type: 200%

5.1.5. Bearings for each type (Top and Bottom): 100%

5.1.6. Plug gaskets for each type (for commissioning): 20%

No separate price shall be quoted for the spares listed above.

6. Guarantee:

Along with supply, vendor shall furnish a guarantee certificate for the complete unit, for its guaranteed mechanical performance, functioning of the unit with all its mechanical & electrical system. The Guarantee shall be 12 months from the date of the first commercial operation of the plant for which the materials supplied under the contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire.

7. Painting:

The unit shall be painted / galvanized.

8. Packing & Dispatch:

8.1. All loose items of structures shall be put in sealed and totally covered crates before dispatch. The vendor shall furnish list of crates and identification numbers of parts kept inside each crate. The crates shall be sequentially numbered in line with site erection sequence for easy retrieval and assembly.



9. Inspection and Testing:

- 9.1.** Total assembly of each Air-cooled Heat exchanger shall be carried out in manufacturer's works and following tests shall be conducted at works only. All items shall be match marked before dis-assembly and before dispatch to site. These tests shall be conducted for each equipment. Final assembly & testing will be witnessed by EIL / BHEL.
- 9.2.** Stage wise inspection shall be carried out by EIL/BHEL.
- 9.3.** Vendor has to submit his Quality plan along with offer and take approval from EIL/BHEL.
- 9.4.** Acoustic Testing:
The sound level of the unit shall not exceed 85 dBA as measured 1 meter from the periphery of the equipment & at 1.5 meter above ground level.
- 9.5.** Air flow test:
An air flow test across the tube bundle shall be performed on the assembled unit to verify actual air flow across the tube bundle and static pressure drop across Tube Bundle with all the fans running.
- 9.6.** Hydrostatic test:
Heat Exchangers & Header Piping shall be pressure tested as per code.
- 9.7.** Vibration test:
Piping, tubing, structure, fan motors, shall be checked for excessive vibration. Care shall be taken to have adequate stiffening belts connecting columns & beams of structures so as to ensure vibration limits are well within limits. Motors shall be assembled at Works for this test. Vendor to ensure availability of both these items at Works well in time to avoid shifting of testing dates or shifting of testing to site.
- 9.8.** Instrumentation Test:
Instrument tests shall be performed. Vibration Switches, pressure switches and other devices must be set in accordance with required setting. Calibration of gauges shall be verified. Functional operation of all switches shall be verified at the required settings. All control functions shall also be verified.
- 9.9.** Test Procedure and Report:
For all the above tests a written test procedure including test data sheet outline, all test data to be taken and method of recording shall be submitted to BHEL for approval. A detailed test report shall include description of actual test and inspection performed, listing of all recorded data, recommendations, and conclusions indicating compliance with design and test requirements and submitted to BHEL. The vendor shall provide a final report that evaluates the unit for compliance with the requirements of the specification and ordering sheet.

10. Design Review:

Within 2 weeks of order placement vendor shall submit all drawings and documents (mechanical, structural calculation, selection procedure in electrical wiring diagrams, control cabling diagrams and other relevant data) for review by BHEL. In case any deficiencies found the vendor shall modify the design without any price implications.

11. Documents required with offer:

Proposal/offer shall include the following, without which the proposal is liable to be rejected.



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- 11.1. General Assembly drawing with list of component equipment, including instrumentation with the name of the manufacturer.
- 11.2. Quality plan.
- 11.3. Fan, Performance Curve, Data, Including horsepower, and showing point of rating, fan dimensional drawing etc.
- 11.4. Assembly drawing of fan-motor drive (indicating provisions for shipping) giving all major dimensions.
- 11.5. Descriptive literature of major components with all technical data.
- 11.6. Shipping size and weight of the package and any components shipped separately.
- 11.7. Load diagram showing static load plus dynamic loads resulting from given wind speed and seismic data, & foundation drawing to be furnished. In case of order, the vendor shall adopt the same drawing. No deviation will be permitted.
- 11.8. Details of instruments such as Pressure Switch, Temp. Switch etc.
- 11.9. Electrical wiring diagram and cable schedule of all equipment supplied.
- 11.10. Terminal box with all terminals and internal connections details.
- 11.11. Drawing showing the terminal board and label of all outgoing terminals.
- 11.12. Confirmation to all the technical points in clause wise order.
- 11.13. Supplier's list of vendor for all mechanical & electrical items. Vendor can place order only after obtaining approval from BHEL for sub-vendors list.
- 11.14. Test procedure.
- 11.15. Vendor's packing standard.

12. Following documents shall be furnished within two weeks of LOI:

- 12.1. Detail & Assembly Drawing - (General Arrangement) with all despatchable units marked & B.O.M.
- 12.2. Outline Drawing of important assemblies/components.
- 12.3. Electrical Schematic/Elementary-with Tag Nos.
- 12.4. Cabling connection diagram-with all terminal details.
- 12.5. Conduit drawing - with all despatchable units marked & BOM.
- 12.6. Piping Schematic, with Tag Nos. of valves instruments etc.
- 12.7. Installation Drawings indicating items weights.
- 12.8. Field Assembly Drawings, Sequence, and Estimated Erection Time.
- 12.9. List of special tools / equipment's.
- 12.10. Erection & commissioning spares list with part Nos.
- 12.11. Detailed part list covering all loose despatchable items, indicating items part Nos./ position Nos. as indicated in the drawings. Despatch of items and the completion shall be followed as per this part list.

13. Documents to be submitted two months before dispatch of equipment's:

15 copies of O & M manuals and 5 sets of erection manuals are required (along with equipment supply) which shall contain all drawings / data as mentioned above, operation & maintenance instructions for all components (including sub vendor's items), operation & maintenance spares list, erection & commissioning spares list, all spares items identified with part Nos., and all other necessary information which are required for proper maintenance and operation of the unit. 2 sets of CD's containing above O & M Manuals shall be submitted.



PRODUCT STANDARD

HEAT EXCHANGERS

HYDERABAD

14. Supervision for erection and commissioning:

Assistance has to be provided to site erection team by equipment manufacturer for supervision of erection & commissioning at site. Vendor shall provide supervision assistance at site for 45 man-days. Vendor to make his own arrangements for travel to site, stay at site etc.

15. Enclosures to this Product Standard:

- 15.1.** Anti-surge cooler General arrangement drawing 1-167-30-----, 1 sheet.
15.2. Confirmation sheet (to be filled & furnished by vendor along with offer), 1 sheet.

16. Delivery Terms and conditions:

Delivery of equipment shall be of utmost importance and offers made with delivery beyond stipulated time will not be considered. Delivery shall be in line with purchase enquiry.

17. Schedules:

Following Schedule for the critical activities in the event of order execution has to be confirmed by the vendor in the technical offer.

- 17.1.** Documents to be submitted within 2 weeks of placement of LOI –
- 17.1.1.** All design documents (with Nameplate and Title block as per EIL/BHEL requirements)
 - 17.1.2.** Bill of Materials covering all major items. It is to be noted that these documents are to be approved by EIL / BHEL.
- 17.2.** Placement of Purchase Orders by vendor within **4 weeks** of LOI for following critical items.
- 17.2.1.** High fin tubes linked to raw materials like bare tubes & fins.
 - 17.2.2.** Fans.
 - 17.2.3.** Motors.
 - 17.2.4.** Raw Materials
- 17.3.** Placement of Purchase Orders by vendor within **6-8 weeks** of LOI for following critical items.
- 17.3.1.** Instruments including Vibration switches, Pressure Gauge valves etc.
 - 17.3.2.** Drive Assembly (shafts, Bearings etc.)
 - 17.3.3.** ANSI (ASME) Flanges.
 - 17.3.4.** Structural materials.
- 17.4.** Availability of raw materials like plates, pipes etc. at manufacturer's works within **10-14 weeks** of LOI.
- 17.5.** Availability of High fin tubes, fans, motors at manufacturer's works within **12-16 weeks** of LOI.

18. Project Manager:

A dedicated and exclusive Project Manager shall be identified by the vendor for this project. He shall be the single contact point for this project & he shall be responsible for all activities associated with this project till it is totally completed. He is responsible for sending weekly progress report to BHEL.

19. Transport and Penalty:

Clauses related to transport and penalty shall be in line with enquiry from Purchase department.



(Attachment to Enquiry No. E6A1D7A1U2 Due on Date XX.XX.XXXX for submission by 11.00 hrs to open from 14.00 hrs.)			
3221			
INSTRUCTIONS TO BIDDER (ITB)			
NOTE: Bidder to confirm in y typing "YES" or "Applicable Data" in the response column. Deviations , if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as "NON DEVIATABLE".			
Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
1	SCOPE OF SUPPLY:		
	Signed & Sealed offers are invited for the Scope of Supply of goods and Services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer. Bidder can also submit offer through email at their own risk. The offer is to be submitted in two parts. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in , and price bid to be submitted to mail ID pricebid_hyd@bhel.in as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry No. Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.		
2	GENERAL INSTRUCTIONS:		
A	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English / Hindi. All Pages of Techno Commercial Bids (Main Pages), ITB should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final.		Non Deviatable
B	In case of Single-Part bid Tender, the complete bid shall be submitted in a single sealed cover super subscribing the Tender number and due date. Incomplete offers are liable for rejection. E mail bids shall be sent to mail ID pricebid_hyd@bhel.in as an attachment only.		Non Deviatable
C	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read fully before submission of quotations.		Non Deviatable
D	Vendors are advised to comply with specific conditions of the enquiry, Should there be any deviations (where deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers or load the bid suitably for evaluation.		Non Deviatable
E	Offers shall be submitted directly, only by the vendor or by their authorized representative / agent and the offer should be in line with the regulatory guidelines (i.e A valid Agency agreement between principal vendor and agent / representative shall be attached and the agreement shall cover the scope of services rendered by Agent, Agency Commission and any other information called for as per the regulatory guidelines). OEM / Mill details shall be provided if supplier is not a manufacturer. Bid envelopes shall bear the name of Supplier. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from supplier name.		Non Deviatable
F	Offer received after the specified time and date of submission shall be rejected. No further correspondence shall be entertained.		Non Deviatable
G	Unsolicited offers shall not be considered.		Non Deviatable
3	OTHER PARTICULARS (Please indicate applicable data)		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading and Port of Discharge (applicable to imports).		
4	BID SUBMISSION PROCEDURE:		
A.	For Single Part Bids: Offers addressed to DGM/CMM, Vendor Complex, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be super subscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. For e-mail offers please follow the procedure mentioned in 2 (B).		Non Deviatable
B.	For two-Part Bids:		

i	<p>Two part bid consisting of</p> <p>i) Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission , duties, taxes and other charges, <u>except the price.</u> super scribing enquiry No. (Techno-Commercial Bid) and due date Signed and Stamped ITB and special conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-1) AND</p> <p>ii) Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover super subscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover super subscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.</p>		Non Deviatable
ii	Techno-commercial Bid will be opened on the assigned date .Only the price bids of vendors whose techno commercial bids are accepted will be opened later on a specified date.		Non Deviatable
iii	The bidders whose bids are techno commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned wherever submitted.		
iv	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL warrant changes in prices.		Non Deviatable
v	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening.		Non Deviatable
5	Delivery Instructions		
A	Indigenous Purchase		
	Goods shall be delivered on FOR Destination basis to the named destination(s) or as specified in the enquiry, Insurance in the scope of supplier.		
B.	Imports		
	The goods shall be delivered on CIP-basis to port of discharge as mentioned in the purchase order.		
6	Documentation:		
A	Indigenous Purchase		
	<p>Seller shall arrange to send to BHEL, Hyderabad along with all the required documents as detailed in Purchase Order, such as, Tax Invoice (Original for Recipient, Duplicate for Transporter), consignee copy of LR, Packing list , Pre-dispatch Inspection report, Test/ Guarantee/ Warranty certificate/ O&M manuals (as applicable) etc. immediately on dispatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order.</p> <p>In case of dispatches from vendor works to site, material receipt certified by site office / Customer shall be provided.</p> <p>Softcopies of the above documents shall be uploaded in Pradan portal https://web.bhelhyd.co.in/mm/ immediately after dispatch of the material</p>		Non Deviatable
B	Imports		
	<p>i) Seller shall inform the purchaser the readiness of material along with packing details well in 30 days advance from the date of delivery. Seller shall also upload soft copy of the dispatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as specifically indicated in the Purchase Order in PRADAN Portal (https://web.bhelhyd.co.in/mm/) within 3 days from the B/L date for sea shipment and 1 day from AWB date for Air shipment.</p> <p>ii) In case of CIP shipments, seller shall also inform purchaser the information about discharge port agent details and ship arrival information within 7 working days from the date of Shipment.</p> <p>iii) In case the material shipped in Full Containers(FCL), Seller shall ensure that the Bill of Lading should clearly spell out the following</p> <ol style="list-style-type: none"> 1. Port of discharge -- "Nhavaseva"/chennai 2. Place of Delivery / Final Destination - "ICD Sanath Nagar". 3. For air consignment the port of discharge will be Hyderabad, India and consignee shall be BHEL. 		
	iv) In case of Air shipment, the following dimensions of single package may be noted.		
a).	Dimension of the cargo(ODC) -- > 125" x 88" x 63"		

b).Weight of the cargo -- >3.5 MT.

If any package dimension or weight crosses the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and seller shall inform BHEL well in advance of 20 days prior to the delivery date to enable BHEL to finalize the freight forwarder

(v). Recovery charges for non-submission of documents : -

Seller shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT.

If BHEL incurs any charges such as Penalty, demurrage, container detention, wharf age, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/Tender Document/Letter of credit , the same shall be recovered from the seller as under:

1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector

A. For EX-WORKS / FCA/ FAS / FOB Sea Consignments:-

Penalty for late submission / negotiation of documents beyond 14 days shall be as under:

Sl. no	Period (From Date of Bill of Lading)	Recoverable Charges	Recoverable Charges per day per container	
		LCL per week/ Break bulk cargo per day	20FT Container	40FT Container
i	Upto 14th day	Nil	Nil	Nil
ii	15th day onward	USD 10	USD 50	USD 105

B. For CIF / CFR / CIP / CPT Sea Shipments:-

For CIF / CFR / CIP / CPT Sea Shipments, Vendor shall provide rates for detention charges after free period at the time of offer itself in case of engagement of 20FT Container and 40FT category. In case of late presentation of documents to the bank recovery will be effected from the Vendor as per the rates quoted by the Vendor at the time of offer in this regard.

In case of Break bulk cargo and LCL Demurrage/storage charges shall be recovered at rate of USD 10 per day and storage charges rate of USD 10 per week respectively shall be charged as late presentation charges.

(vi) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Vendors shall ensure that invoice shall contain PAN nos. of both seller and buyer along with other tax related numbers. BHEL PAN AAACB4146P and BHEL TAN HYDB00086C

Any other additional documents sought by the statutory authorities, the same shall be produced by the seller on priority basis.

(vii) Seller shall provide package details including number of packages, gross weight, net weight etc.

(viii) The seller shall provide the following documents at the time of submission of offer :-

- a) No Business Connection in India declaration issued by the seller as per the format specified. (or)
- b) (i) No Permanent Establishment in India declaration issued by the seller as per the format specified.
(ii) Tax Residence Certificate issued by the seller's tax authorities.
(iii) Form 10F issued by the supplier.
- c) In case the seller has a Business Connection in India as per Section 9 of Income Tax Act or

Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the seller's country, the seller shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.

7	Delivery Schedule		
A	<p>The tendered goods shall be delivered within the period stipulated in PO . Delivery at BHEL can be accepted at the earliest, 30 days prior to delivery date as mentioned in the Purchase order. Delivery earlier than 30 days of contractual delivery date may be accepted with the written permission of BHEL -Purchase department.</p> <p>Goods arriving after the delivery date will be accepted only with the prior written permission of BHEL otherwise they will not be allowed inside the factory. BHEL reserves the right to reject the material, if not delivered by scheduled Purchase Order Delivery Date.</p> <p>(In case of imports , the final entry date of Import General Manifest (IGM) will be reckoned as delivery completion date)</p>		Non Deviatable
B	<p>Documents such as TC,GCs Inspection reports are to be submitted within 10 days of dispatch of these materials. C note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material. Supply of plant/ equipment/ stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery by the time stipulated under the terms & conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.</p>		
8	Pricing Terms		
	Prices once quoted shall remain firm and valid during the execution of PO. Offers with PVC will be rejected outright except in cases where specifically called for in the NIT.		Non Deviatable
9	PRICE VALIDITY :		
	<p>Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid /part-I in case of two part bid).</p> <p>However the prices quoted for spare parts of the Main equipment shall be kept valid for a period of 1 year from the date of Placement of PO for the main equipment.</p>		
10	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)		
A	Indigenous Purchase		
	The Taxes as applicable shall be quoted in the following manner.		
i	Vendor to indicate HSN of Goods or SAC of Services.		
ii	IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %		
	<p>NOTE: Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods.</p> <p>Taxes prevalent on the contractual delivery date or the actual delivery date (in case of delay) which ever is lower shall be applicable paid. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids.</p>		
iii	Any other taxes & duties not covered anywhere above may be indicated separately.		
iv	<p>Taxes deducted at source:</p> <p>TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		Non Deviatable
B.	Foreign Purchase (Imports)		
i	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for the quoted CIP price.		Non Deviatable
ii	<p>Taxes deducted at source:</p> <p>TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		Non Deviatable
11	Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.		

A	<p>Indigenous: 100% payment along with taxes, freight & insurance will be made within 75 days from the date of receipt of complete documentation as per PO. However payment would be done only after receipt of original documents, including site/ Customer acknowledgement on LR (MRC - Material Receipt Certificate at site) / GR clearance at BHEL Stores. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days* as prescribed in the relevant act. Adherence to the above time schedule of payment is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. *The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase Order delivery date or the amount actually paid whichever is less. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.</p>		
B	<p>Imports:- i) 100% payment (less Indian Agency Commission, if any) shall be paid through "Usance Letter of Credit / Cash Against Documents (CAD) / Wire Transfer" with a credit period of 60 days ii) LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date LC will be opened within 7 working days from the date of request.</p>		
C	<p>Note: 1) No advance payment is acceptable. However, in exceptional/rare cases, BHEL at its discretion, may consider advance payment against Bank Guarantee valid up to receipt of material at BHEL for 110% of advance amount issued / confirmed by any of the BHEL consortium banks. 2) Wherever EMD (Earnest Money Deposit) is applicable, it may be noted that no interest will be paid on EMD and the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be converted to SD (Security Deposit). Tender Cost wherever applicable is not refundable.</p>		Non Deviatable
D	<p>No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.</p>		
12	<p>Penalty clause: In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered.</p>		
13	<p>Excess materials supplied beyond tolerance limit as specified in PO, will not be accounted for.</p>		Non Deviatable
14	<p>Rejected materials, if any, shall be collected by the vendor within 90 days of such communication to the vendor. Beyond 90 days a ground rent of 0.25 % of the value of the material per week will be levied for a maximum period of two weeks.. Beyond this period the supplier forfeits their right to the materials.</p>		Non Deviatable
15	<p>Guarantee / Warranty Period : (Deviation to this clause is not acceptable.) Wherever required, and so provided in the specifications/Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re- execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible. Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods. The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.</p>		Non Deviatable



NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.16.

The Vendors may specifically note the following.

16	Evaluation and Loading Criteria:
A	Evaluation of prices shall be done item-wise unless otherwise specified in the enquiry. Evaluation shall be on the basis of delivered cost, i.e. "total cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading). For evaluation, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
B	In case of foreign bidders, the quoted CIP price shall be loaded by the following factors to arrive at the Delivered Cost:
i	- Import duty as applicable at the time of Technical/ Part-I bid opening .
ii	- Port handling/ clearing charges & inland freight and insurance: @ 5% of CIP value (10% for plates, pipes & structurals).
iii	In other cases subject to acceptance by BHEL, loading for various factors (in addition to above) as the case may be will be done as follows: 0.5% for unloading at Port of Destination Marine Freight 4% and Marine Insurance 1% (9% and 1% towards Freight and Insurance respectively for Plates, Pipes, Rounds & Structurals)
C	In case of Indigenous Bidders, Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 4% of Ex-works value (9% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.
D	Deviated Penalty: Any loading on penalty clause shall be 10% or to the extent to which the vendor has opted for deviation.
E	Deviated Payment Terms: Terms: In case BHEL considers any deviation in payment terms, the bids shall be loaded with 18% interest per annum to the extent of deviation.
17	Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
18	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.
19	INTEGRITY PACT Vendors shall have to enter into Integrity Pact with BHEL as per attachment - for order value of rupees five crores and above and shall be signed by the competent authority before the issue of purchase order, failing which vendor's offer will be rejected.
20	Public Procurement
A	Make in India For this Procurement , the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-Local supplier and purchase preference to Class I local supplier , is as defined in Public Procurement (Preference to Make in India) , Oct 2017 dated 04.06.2020 issued by DPIIT . In case of subsequent orders issued by the nodal ministry , changing the definition of local content for the items of the NIT , the same shall be applicable even if issued after issue of this NIT , but before opening of Part – II bids against this NIT Proforma for self certification for minimum local content and auditor's certification is given in Annexure III .
B	Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority . https://www.mea.gov.in/ to be referred for latest details of competent authority and exemptions . Proforma for self certification for compliance is given in Annexure IV
21	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
21	All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying earnest money deposit .
A	NSIC registered unit bidders shall submit NSIC Certificate along with bid documents. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the supplier submits these documents
21	In tender,if 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 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. Out of these 25% minimum 3% shall be earmarked for MSEs owned by women and 6.25% for MSEs owned by SC/STs who submit the bid along with relevant documents . This is applicable in case of item-level evaluation tenders and divisible tenders .
21	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
21	BHEL HPEP is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines
D	



22	Startups : For Startups Medium Enterprises, Condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications . Startups are exempt from paying earnest money deposit.
23	For Claiming Payments for goods received at BHEL works / Site from Vendors' Works) a. Original of Invoice marked as ORIGINAL FOR RECIPIENT b. Duplicate of Invoice marked as DUPLICATE FOR TRANSPORTER c. Packing List - clearly showing number of packages, gross weight and net weight. d. Warranty/Guarantee certificates (If applicable as per PO terms) e. Insurance certificate f. Third Party Inspection Certificates. g. LR Copy signed & stamped by Site incharge / Customer for site deliveries) (For material received at BHEL payment will be made against GR for accepted quantity)
24	Inspection Measuring and Test Equipment (IMTE) whether used by the Seller/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
25	ISO-9001, ISO14001 and OHSAS 18001 shall be complied
26	Applicable Conditions :These General conditions of Contract for Purchase apply to all enquiries, tenders, request for quotations, orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliverables") to Bharat Heavy Electricals Limited, Ramachandrapuram , Hyderabad (hereinafter referred to as "BHEL" or the Purchaser) or its projects/customers. Any deviations from or additions to these General conditions of contract for Purchase' require Purchaser's express written consent. The general terms of business or sale of the Seller shall not apply to Purchaser. Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing. Only the Purchasing department of the Purchaser is authorized to issue the Purchase order or any amendment thereof.
27	Being PMD Vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list Vendor shall ensure that PAN details are available/updated with BHEL, else Vendor shall attach PAN details with enquiry failing which offer shall be liable for rejection.
28	Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status
29	Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
30	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
31	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / equivalent market price at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. Nonperformance of contract attracts penal provisions inline with BHEL's Suspension of Business dealings.
32	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
33	All drawings as also all patterns and tool 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.
34	Any amount payable by the consignor / supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the consignor / supplier under any other work / contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.
35	The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com
36	Definitions
Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.	
36 A	Purchaser' means BHEL-HPEP, Ramachandrapuram, Hyderabad-502 032 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the companies Act having its registered office at BHEL House, Siri fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
36 B	'The seller' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the seller's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or vendor.

36 c	<p>'Contract' shall mean and include the Purchase order incorporating various documents viz., tender/offer, letter of intent/acceptance, the General Conditions of contract and special conditions of contract for Purchase, specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any enclosed are to be provided by the Purchaser or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract.</p> <p>In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by specific conditions, special conditions of contract and general conditions of contract for commercial conditions; and specific agreement on technical conditions, special technical conditions and general technical conditions, tender/offer.</p>
37	<p>'Parties to the contract' shall mean the seller and the purchaser as named in the main body of the Purchase Order.</p>
38	<p>Ordering and confirmation of order</p>
	<p>The seller shall send the order acceptance in Toto within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Purchaser shall only be legally bound if agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliverables or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations.</p> <p>The Purchaser order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Purchaser) from the date of P.O.</p> <p>Purchaser, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.</p>
39	<p>Execution</p>
	<p>The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.</p>
40	<p>Progress Report</p>
	<p>The seller shall render such report as to the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner. Seller shall communicate to BHEL immediately, change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned.</p> <p>Milestones shall be periodically updated by vendor/subcontractor through PRADAN Portal (https://web.bhelhyd.co.in/mm/).Non updation will adversely affect service rating of vendor performance.</p>
41	<p>Product information, Drawings and documents / Non-disclosure and Information Obligations</p>
	<p>Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract.</p> <p>The seller shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon or at least three copies of each.</p> <p>All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party.</p> <p>The seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The seller shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Purchaser has agreed to this in writing beforehand. The seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications including website without prior written permission from Purchaser.</p> <p>In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non disclosure agreement to be entered as per Annexure- II wherever applicable.</p>
42	<p>Inspection and Testing</p>
42 A	<p>The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of Purchaser.</p> <p>Purchaser has the right to inspect at any stage during manufacture/ delivery. In the event of rejection, Purchaser shall inform the seller accordingly and Purchaser shall be entitled to replacement or repair at his discretion or may proceed to terminate or cancel the agreement. All this, does not affect Purchaser's right to recover compensation.</p>

42 B	<p>Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the seller's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the seller shall obtain for purchaser or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the seller's premises. Such inspection, examination and testing, if made shall not release the seller from any obligation under the contract.</p> <p>For indigenous suppliers all costs related to first inspection request shall be borne by the purchaser and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the seller. In case of imports all inspection charges including third party inspections if any shall be borne by the seller. The cost of inspection staff/third party specified by the Purchaser shall be borne by seller unless otherwise specifically agreed. Whether the contract provides for tests on the premises of the seller or any of his sub-contractor/s, seller shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently.</p> <p>Cost of any type test or such other special tests shall be borne by the seller unless otherwise specifically agreed in the contract. The Seller shall give the authorized representative of the purchaser reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure - I may be strictly be complied with for the time lines. Any delay in submission of the documents by the vendor will not alter the delivery date.</p>
43	Quality and Condition of the Deliverables
	The seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his products, packaging and raw and ancillary materials.
44	Packaging and Dispatch
	<p>The seller shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the enquiry shall be fully complied.</p> <p>Each package must be marked with consignee name, P.O. number Package No. gross weight & net weight, dimensions (LxBxH) and seller's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list of goods inside each package with P.O. item No. & quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.</p>
45	Delivery:
	Except as otherwise indicated in the Purchase order, delivery shall be FOR (Destination) for indigenous orders and CIP for imported orders. The delivery date (s) or delivery period (s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each P.O. item. Partial shipments may however, be permitted by the purchaser on prior intimation from the Seller. Unless specifically agreed otherwise, transit insurance coverage will only be within India for imported consignments by BHEL. Accordingly, the seller shall send an intimation to the Purchase officer/Manager giving Purchase Order No., shipping particulars, Invoice value etc., immediately on dispatch of goods.
46	Penalty
	<p>The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be the essence of the contract. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the seller shall inform Purchaser hereof without delay. If delay in delivery is caused by any of the circumstances mentioned in clause 54 (Force Majeure) or which are caused exclusively by the acts of Purchaser, the Purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case.</p> <p>If the Seller delays beyond any agreed delivery date(s) or period(s), Purchaser shall levy penalty for such delay @ 0.5% per week (7 days) or part thereof on delayed portion of the order value subject to a maximum of 10% of the value of the Purchase Order. However, penalty for delayed delivery will be calculated on 100% of the purchase order value if the material supplied cannot be put to intended use.</p> <p>The penalty will be charged on the value of the purchase order excluding statutory levies, freight and insurance wherever not included in the price. Penalty amount so determined along with applicable GST thereon shall be recovered.</p> <p>Imposition, recovery or settlement of this penalty shall not affect Purchaser's right to performance, compensation and termination of the agreement.</p> <p>For delay analysis, period referred in Annexure-I will be considered as standard time lines for various major activities.</p>
47	Transfer of Ownership and Risk
	The risk for the delivery remains with the seller until the goods are delivered at the agreed place. However ownership shall get transferred as per terms of purchase order in line with INCOTERMS.
48	Price, invoicing and payment
	<p>The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding , loading and carriage to the place specified by the purchaser and are exclusive of all applicable taxes, duties etc., except for those specifically agreed by the Purchaser. Invoices shall be submitted bearing the Purchase Order number & date, item number/s and supporting documents as called for in the Purchaser order.</p> <p>The direct payments (including LC/documents through Bank on collection basis), shall be made by E-payment mode and not by cheque /bank drafts except in special circumstances. Vendors shall furnish the E-payment particulars in the prescribed formats duly authenticated by their respective Bankers, If not got registered earlier with the Buyer.</p> <p>- Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.</p>

	<p>Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate prevailing on the date of tender opening (part 1 in case of two part bid), after successful completion of the contract.</p> <p>If so stipulated in the order, the seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the billing break-up of prices (BBU) for approval by the purchaser in respect of the major items/components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the seller if part shipments are contemplated and also to facilitate custom clearance after payment of duties in case of imports.</p> <p>In case of delay in receipt of supporting document details, consequential demurrage/wharf age /detention charges shall be to the account of the seller.</p> <p>Payment does not imply in any respect whatsoever a waiver of Purchaser's right to performance of the agreement. Purchaser is entitled to set off claimable debts against claimable liabilities with the seller by means of a setoff Note.</p>
49	<p>Contract variations; Increase or decrease in the scope of supply</p>
	<p>Purchaser may vary the contracted scope during execution due to exigencies of project requirement.</p> <p>If the seller is of the opinion that the variation has an effect on the agreed price or delivery period, Purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the seller. Provided, that if unit rates are available in the contract, the same shall be applied to such additional work. The seller shall not perform additional work before purchaser has issued written instructions/amendment to the purchase order to that effect. The work which the seller should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the vendor without any price implication.</p>
50	<p>Short shipments/ warranty/guarantee replacements</p>
	<p>In case of any short shipment during initial supply which is subsequently dispatched by the seller or any guarantee / warranty replacements shall be dispatched on "DDP-Delivered duty paid BHEL stores" basis for imported items and "FOR-BHEL Stores/designated destination" basis for indigenous items. Taxes, if any paid by indigenous vendor for short supply, guarantee /warranty replacement, repair activity shall be to vendor's account only. Vendor has to raise a credit note for short supplied quantity as per GST provisions.</p>
51	<p>Rejection/Replacement</p>
	<p>The seller shall arrange replacement / repair under its obligation under the contract within one month from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the seller and replaced on DDP/FOR-BHEL Stores/designated destination basis within such period. In the event of the seller's failure to comply. Purchaser may take appropriate action including disposal of rejections, at the cost and risk of the seller. Vendor has to raise a credit note for rejected quantity as per GST provisions.</p> <p>In case defects attributable to seller are detected during processing of the goods at purchaser's / his subcontractor works, the seller shall be responsible for replacement /repair of the goods as required by the purchaser at seller's cost.</p>
52	<p>Export Administration Regulations</p>
	<p>If a delivery includes such technology and / or supply that is subjected to the export regulations the seller shall obtain due permissions, approvals, license etc.</p>
53	<p>Cancellation / Termination of contract and risk purchase</p>
	<p>Purchaser shall have the right to completely or partially terminate the agreement by means of written notice to that effect without prejudicing their other rights in the event that :</p> <ul style="list-style-type: none"> -The seller is declared bankrupt, its business has been shut down or liquidated, a substantial part of its assets have been attached/destroyed, or the business has been transferred to a third party. -Any misrepresentation or hiding of material fact if detected at a later stage. -The delivery is rejected after inspection or re-inspection. -In the event of termination, the risk of the items already delivered but not of use to Purchaser, as determined by purchaser, remains with the seller. The items shall then be at the seller's disposal and they are to be collected by the seller. The seller shall refund any payments made by purchaser in terms of the terminated agreement immediately, not later than 30 days, - In the event of Cancellation/ termination of contract, BHEL reserves the right to procure the items which are not delivered as per PO and charge the excess cost from the defaulting seller. Incase the excess cost is not repaid by or recovered from the defaulting seller within 30 days, apart from legal recourse for effecting such recoveries, Penal action in line with BHEL's Suspension of Business dealings will be taken.
54	<p>Force Majeure</p>
	<p>The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions.</p> <p>Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately without loss of time.</p> <p>In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.</p> <p>In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.</p>
55	<p>Non-waiver of Defaults</p>
	<p>If any individual provision of the contract is invalid, the other provisions shall not be affected.</p>

56	Settlement of Disputes
	<p>(i) Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Purchaser, subject to written appeal by the seller to the purchaser, whose decision shall be final.</p> <p>(ii) Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration</p> <p>(iii) The seller shall continue to perform the contract, pending settlement of disputes(s).</p>
57	Conciliation clause
	<p>CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story_details?story=2454 . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB</p>
	ARBITRATION (WITH SOLE ARBITRATOR)
	<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, penalty deduction, validity or execution of the Contract; time extension, 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 . Sole arbitrator to be appointed by Head of the Unit - BHEL , HPEP .</p>
	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
	<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.</p> <p>The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.</p>
	The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
	<p>Subject to the arbitration in terms of clause 57, the courts at Sangareddy, Telangana State 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>
	ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT
	In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE 0M No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018
58	Applicable Laws and jurisdiction of Courts
	This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.
59	BHEL-Fraud prevention policy shall be adhered to.
	The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
	Fraud prevention policy and list of nodal officers is hosted on BHEL Hyderabad website web.bhelhyd.co.in
60	Suspected Cartel Formation
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding , whether formal or informal with other Bidder(s) . This applies in particular to prices , specifications ,certifications ,subsidiary contracts,submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case , the Bidder is found having indulged in above activities , suitable action shall be taken by BHEL as per extant policies / guidelines .

Note: Purchase officer has to fill Annexure-I while sending enquiry

Air cooled Heat exchanger(Oil cooling) Reference details												
Ref project S.no	Water Box Material (SA240 TP304)	HIGH FIN TUBE SIZE (OD 25.4 mm and above)	HIGH FIN TUBE THK (min 1.9 and above) mm	Tube sheet material of construction (SS304)	Tube material(SS) Tubes	Supply date DDMMYYYY	Calgavan insert (Yes/No)	End customer details				
								Name of the organisation (End user)	Project Details Location:	No.of years the equipment is in service	Contact person	E-Mail id&Phone no:
1												
2												
3												
4												
5												
6												

Note:

- a) Reference list shall be submitted in the above format only.
Vendors are requested to fill the above and submit along with PreQualification Criteria(PQC).Details mentioned above only are considered for PQC evaluation.
- b) wherever details are not available,vendor to mention as "NA"
- c) Reference project for water box material shall be SA 240 TP304 , Other material shall be considered as INVALID Reference.
- d) Reference project for High fin Tube size OD 25.4 and above.
- e) Reference project for Tube sheet material shall be SS, other material shall be considered as INVALID Reference.
- f) clause no 3(a) (i) to 3(a) (vii) of PQC must be combinely met by the vendor against a single supply reference.Maximum of 06 such reference shall be mentioned in the above table.

PRE-QUALIFICATION CRITERIA

Document no: 41673001025 Rev.00

AIR COOLED HEAT EXCHANGER (oil Cooling)

S.No	BHEL Requirement	Vendor's Confirmation	Deviation if Any	Remarks
1	All the suppliers need to submit this document i.e. titled pre-qualification criteria and furnish required information along with offer.			
2	<p>a) Name, address, e-mail id, contact no. etc. of supplier.</p> <p>b) Name, address, e-mail id, contact no.etc. of authorised agency / trading house quoting on behalf of manufacturer. In case offer is received from authorised agency / trading house, the following requirements shall be full filled.</p> <p>i) Valid letter of authorisation and copy of agreement to be enclosed with offer.</p> <p>ii) The offer shall be either from the authorised agency or from the manufacturer directly. In case of BHEL receiving offer from both, then offer from manufacturer will only be considered.</p> <p>Offer from an unauthorised agency / entity on behalf of any vendor shall be summarily rejected.</p> <p>iii) Name, address, e-mail id, contact no.etc. of entity on whom order to be released in case of L1 shall be</p>			
3	Supplier to confirm the following criteria and provide relevant documents for evaluation of offer.			
	(a)The supplier should have the proven experience in desing, manufacturing and supply of Air cooled Heat exchanger (Oil cooling) in Refinery / petrochemical / Oil & Gas / power plant applications with the following requirements. Also a ASME U stamp holder.			
	<p>i) For SS Tube bundle with Plug type water boxes with the following material of construction: Water Box materials : Stainless steel (SS-304) Tube sheet : Stainless Steel (SS304) Tubes : SS with Aluminim fins Nozzle pipes & Flanges : SS304</p> <p>ii) High fin tube size & Thickness : OD 25.4 x 1.9 and Higher Tube length : 7000mm and Higher Tubes provided with calgavan inserts. Direct Mounted Fan with motor.</p> <p>iii) Wind and Seismic analysis of structure with bundles and drive aseembly.</p> <p>iv) Application: Refinery / petrochemical / Oil & Gas / power plant</p> <p>v) Service: Oil cooling .</p> <p>vi) Satisfactory Working of equipment: At least one year in a Refinery / petrochemical / Oil & Gas / power plant applications ending lastday of month previous to the one in which enquiry floated.</p>			
	vii) All the facilities requried for manufacturing and testing (including trial assembly)of Heat Exchanger shall be readily available with the manufacturer.			
	All the above criteria 3(a) (i) to 3(a) (vii) must be combinedly met by the vendor against a single supply reference of Heat Exchanger.			
	Supplier's having experience in other materials, material thickness, and application will not be treated as proven experience.			
	<p>(b) The supplier meeting all the above criteria as 3 (a) (i) to 3 (a) (vii) shall furnish details of such supplies only as indicated above (sl no 3 (a)) including equipment Manufacturer's Name, plant name, date of supply (in DDMMYY format), No of years the equipment is in service, Size, Quantity and full contact details of equipment Manufacturer & facility where the equipment is installed. (including mobile no and e-Mail ID) OR Heat Exchanger Manufacturer's certificate (in English) containing the supply details as above both 3(a) & 3 (b), Contact details [E-Mail ID, Land line/Mobile No.] and complete address of Heat Exchanger manufacturer may be furnished. Note : Suppliers shall furnish maximum upto 06 number of latest customer reference details as indicated above in the attached annexure-I.Details furnished in any other format shall not be considered. All the documents shall be furnished only in English. Documents furnished in other languages will not be considered for further evaluation.</p>			
	(c) BHEL reserves the right to cross verify with the above such customers including overseas customers with a copy to the supplier and satisfy itself with reference to the claims of the supplier. If the information furnished by the supplier is not found satisfactory, the offer will be technically rejected.			
4	Offers not meeting the requirement as above 3(a) & 3(b) will not be technically evaluated by BHEL. Further, no correspondence in this matter will be entertained.			
5	The raw materials are to be sourced from reputed suppliers. The Heat Exchanger manufacturer shall furnish details of such suppliers along with manufacturing and testing facilities, size ranges and the customers to whom they are supplying. BHEL will review the credentials of such supplier and may accept the proposal if it is satisfied technically. The decision of BHEL is final in this regard.			
6	The vendors should furnish the detailed process of manufacturing and testing procedures along with the offer.			
7	List of BHEL qualified bidders may be forwarded to BHEL's End Customer for their review and approval. The list finalized by BHEL's End Customer shall be final and binding.			
8	BHEL team may carry out vendor evaluation/assessment(incase of a new vendor)by a visit to vendor works for qualifying /rejecting the technical bid based on the findings of the visit.			
9	Vendors to submit their bid in 2- part system i.e. Part-I shall consists of Pre-Qualification Criteria along with Techno-Commercial Bid and Part-II shall consists of Price Bid. Offers failing to meet prequalification part will not be considered for further evaluation.			

Special Contract Conditions(SCC) Enquiry No.D7A1U23221

S. NO.	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR 'S CONFIRMATION / REPLY
1	NAME & ADDRESS	Name, address, e-mail id, contact no.etc. of entity on whom order to be released in case of L1. The offer should be either from the manufacturer directly or from the authorised agency. In case of BHEL receiving offer from both, then offer from manufacturer will be considered. Offer from unauthorised agency / entity on behalf of any vendor shall be summarily rejected. <u>Note</u> : BHEL shall deal directly with all Indian manufacturers.	

TECHNICAL TERMS

S. NO.	DESCRIPTION, SIZE & QUANTITY/SCOPE	BHEL REQUIREMENT				VENDOR 'S CONFIRMATION / REPLY
		Sl.No.		Material Code	Description	
2		1	SUPPLY	HE9751582008	Air Blast Oil Cooler/Air Cooled Heat Exchanger as per BHEL Specification:HE51582 REV-01, along with spares, as per clause:5 of BHEL Specification:HE51582 REV-01.	1 set
		2	SERVICE		Supervision for Erection and Commissioning activities for the equipment at site for 45 Mandays as per clause 14 of BHEL Specification:HE51582 REV-01	45 Mandays
3	PRODUCT SPECIFICATION	HE 51582 REV 00 All clauses of the specification must be strictly adhered to.				
4	DRAWING	DRAWING NO: 11673000417 REV 00 All the clauses of the drawing are to be strictly adhered to.				
5	MATERIAL SPECIFICATION	THE AIR COOLED HEAT EXCHANGER SHALL BE DESIGNED,MANUFACTURED & TESTED IN LINE WITH ASME SEC-VIII DIV-1 2019.				
6	QUALITY PLAN	<u>NOTE:</u> L1 Vendor must submit Quality plan for approval of End customer after PO placement.				
7	INSPECTION & CERTIFICATION	<p><u>Indian Vendors:</u> By BHEL TPIA ,Customer TPIA/End customer.</p> <p><u>Note:</u> Vendors are advised to raise Inspection Call in CQIR system (www.cqir.bhel.in) with Purchasing Unit as 'HPEP' at least 3 working days prior to the proposed date of inspection.</p> <p><u>Foreign Vendors:</u> By Lloyd's / TUV / BV / DNV (Overseas Inspection Agency) as per Quality Plan approved by BHEL</p>				
8	VENDOR LIST FOR BOUGHT ITEMS OF THE EQUIPMENT	1.B240-910-16-51-MD-5010 Rev.0 Vendor list-1 2.B240-000-83-41-LL-0001 Rev. 1-Vendor list-2				

Commercial Terms

9	TERMS OF DELIVERY	<p>FOR Destination basis. The Items is to be dispatched directly to GAIL (India) LTD,Gas Processing Unit-Gandhar Village-Roza Tankaria, Tahsil-Amod Dist- Bharuch,Gujarat-392140</p> <p>Note:Consignee details will be intimated at the time of despatch. L1 vendor has to inform 14 days prior to despatch the items to enable us to send despatch instructions.</p> <p>CIP Mumbai/Nhavasheva sea port for Foreign Vendors.</p>				
10	FOR destination price / Delivery implies (for Indian Suppliers)	<p>a) Freight & Insurance (F&I) are in vendor's scope and price quoted is inclusive of F & I.</p> <p>b) C-Note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material.</p>				
11	Foreign Suppliers - CIP Mumbai/Nhavasheva sea port price / delivery implies	<p>a) As per Incoterm (latest).</p> <p>b) IGM date in bill of entry issued by customs shall be delivery date for the purpose of penalty.</p> <p>c) Exchange rate for Foreign Currency to INR shall be as per SBI Exchange rate (TT Selling rate) as on Techno-commercial (Part-I) Bid Opening date. 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.</p>				
12	PACKING & FORWARDING	P &F charges shall be inclusive of the quoted price.				
13	THIRD PARTY INSPECTION & CERTIFICATION CHARGES	<p><u>Indian Vendors:</u> a) BHEL TPI inspection charges by BHEL. Vendor's offer will be loaded by appropriate percentage for evaluation. Currently it is 0.26%.</p> <p><u>Foreign Vendors:</u> Shall be inclusive in quoted price.</p>				

14	DELIVERY PERIOD	<p>5 Months from PO date</p> <p>NOTE: For any deviation in the above delivery period, the quoted price shall be loaded by 0.5% per week subject to a maximum of 2%. If quoted delivery exceeds the specified delivery schedule beyond one month, offers are liable for rejection at BHEL discretion.</p>	
15	MSE CLAUSE	<p>"MSE suppliers can avail the intended benefits only if they submit UDYAM REGISTRTRION CERTIFICATE along with the offer. Non submission of the same will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required document is 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."</p>	
16	TWO - PART BID	<p>Your offer shall be submitted in 2 - Part Bid system Part - I(Techno-Commercial bid along with Pre-Qualification Criteria) and Part - II (Price bid) separately in two sealed covers indicating our enquiry No.D7A1U23221, date and tender due date clearly. Note: Pre-Qualification Criteria is part of techno-commercial bid. BHEL prefers to evaluate Pre-Qualification Criteria of vendors first and rest of the techno-commercial bid subsequently. However, at its discretion BHEL may evaluate both Technical and Pre-Qualification Criteria simultaneously.</p>	
17	TECHNO-COMMERCIAL BID	<p>Techno-Commercial Bid shall essentially consist of:</p> <ul style="list-style-type: none"> (i) Duly filled in Pre-Qualification Criteria (PQC) along with all supporting documents & duly filled up Annexure - 1. (ii) Duly filled in signed & stamped copy of Special Contract Conditions (SCC). (iii) Duly filled in, signed and stamped Integrity Pact (vi) Duly filled in signed and stamped copy of Instructions to Bidder (ITB). (vii) Signed & stamped copy of Specification, Drawing . (viii) Udyam Registration Certificate, if applicable (for MSE vendors). (ix) Signed copy of Technical offer. (x) Signed copy of Un-Priced Bid format. (xi) Annexure - II (Non Disclosure Agreement) (xii) Annexure - A and Annexure - B (Applicable for Foreign Bidders employing indian agents) (xiii) Annexure - III (Local Content Certificate) (xiv) Annexure - IV(If applicable) <p>All the above documents shall be duly authenticated by signature & official stamp on each page.</p> <p>Note: Bid shall be complete in all respects including all the documents / information required for techno-commercial evaluation. Incomplete offers shall be liable to rejection.</p>	
18	PRICE BID	<p>Quoted price shall be firm basis. Vendor shall quote rate per each item.</p> <p>Vendor shall quote prices strictly as per the UN pricing sheet enclosed.</p> <ul style="list-style-type: none"> 1) Indian bidders to quote Rate / unit qty on FOR Destination basis 2) Foreign bidders to quote Rate / unit qty on CIP basis. 3) In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L 1 Status. 4) Total price (A+B) will be considered for L1 evaluation. 6) Price towards supervision for E&C, i.e "B" shall not be more than 2% of the contract value, i.e $B \leq (A+B) * 2\%$ <p>Note:A (SUPPLY COST) & B(SERVICE COST)</p>	
19	Payment Terms	<p>For indigenous vendors:</p> <ul style="list-style-type: none"> (i).85% of total supply value along with total freight & insurance charges +100% taxes for supply portion will be paid within 75 days from the date of receipt of complete documentation as per PO. However, payment would be done only after receipt of original documents, including site/ Customer acknowledgement on LR (MRC - Material Receipt Certificate at site) . (ii)Balance 15% of supply value+ Supervision charges +service taxes, if any will be paid against successful completion of all E & C activities as per clause 14 of the BHEL specification ,duly certified by end customer . 	
		<p>For Foreign vendors:</p> <ul style="list-style-type: none"> i)85% of total supply value along with total freight & insurance charges (less Indian Agency Commission, if any) shall be paid through "Usance Letter of Credit / Cash Against Documents (CAD) / Wire Transfer" with a credit period of 60 days. ii) 15% of total supply value+ Supervision charges +service taxes, if any will be paid through Letter of Credit / Cash Against Documents (CAD) / Wire Transfer against successful completion of all E & C activities as per clause 14 of the BHEL specification ,duly certified by end customer . In case of LC mode of payment, I. LC amounting to 85% of total supply value along with total freight & insurance charges (valid for 3months) will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date. LC will be opened within 7 working days from the date of request. II. LC amounting to balance 15% of total supply value+ Supervision charges +service taxes, (valid for three months) if any will be opened after receipt of equipment at site. 	
	NOTE	<p>THE ABOVE PAYMENT TERMS WILL SUPERSEDE THE PAYMENT TERMS MENTIONED AT 11(A) & 11 (B) OF ITB</p>	

20	EVALUATION OF L1 BIDDER	Total destination price (A+B) will be considered for L1 evaluation.	
21	REVERSE AUCTION	<p>“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the technocommercially qualified bidders.</p> <p>Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”</p>	
		Details of vendor's Representative participating in RA like Name, E-mail, Phone and Fax No.	
22	GUIDELINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS	<p>BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.</p> <p>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.</p> <p>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.</p> <p>Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.</p> <p>Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.</p> <p>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.</p> <p>The “Guidelines for Indian Agents of Foreign Suppliers” enclosed at annexure –‘A’ shall apply in all such cases.</p> <p>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, before opening of price bids. In this regard, details may be checked as per Annexure-B (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.</p> <p>As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hyderabad is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).</p>	
23	GUARANTEE	Along with supply, vendor shall furnish a guarantee certificate for the complete unit, for its guaranteed mechanical performance, functioning of the unit with all its mechanical & electrical system. The Guarantee shall be 12 months from the date of the first commercial operation of the plant for which the materials supplied under the contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire.	

24	INTEGRITY PACT (IP)	<p>(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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. <u>Details of IEM for this tender is furnished below:</u> i) Name: Shri Arun Chandra Verma,IPS (Retd.) E-mail: acverma1@gmail.com</p> <p>ii) Name:Shri Virendra Bahadur Singh,IPS (Retd.) E-mail:vbsinghips@gmail.com</p> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part 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 the Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of the IP for the Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done thru' e-mail only.</p> <p>Note: No routine correspondence shall be addressed to the IEM (phone / post / email) 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 officials.</p>	
25	FINANCIAL STANDING	<p>Indian Bidders: Vendor to submit annual Financial Turnover during the Past 3 Years along with copy of 3 years Audited Balance Sheet.</p>	
		<p>Foreign Bidders: Vendor to submit copy of latest D&B Report.</p>	
26	ONLINE SUPPLIER REGISTRATION POTRAL	<p>Vendors who are new and also not registered with Product Material Directory (PMD) D.SD.032 in BHEL - HPEP, RC Puram, are advised to register against above said PMD through online vendor registration portal available in BHEL website (www.bhel.com).</p>	
27	TERMS & CONDITIONS	<p>Vendor is requested to furnish all details of the offer in this format. In case of any discrepancy between information furnished here and those furnished elsewhere in the bid, the information furnished in this document only shall be considered, and those furnished else where shall be ignored.</p> <p>No announcements, press releases, handouts or photographs for publication etc. relating to this agreement / purchase-order / work order or any part of the supply / work shall be issued or released without BHEL's prior written approval.</p>	
28	FRAUD PREVENTION POLICY	<p>The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>	