



Open Tender No.: D/6580/21/1459D/1 for ALUMINIUM ALLOY PLATE, ROUND, TUBES

The Heavy Electricals Equipment Plant (HEEP) located in Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators, Defense Items and so on.

Details of items details as below:

SL. NO.	ITEM DISCREPTION	QTY(KG)	DELIVERY SCHEDULE
1	DFPW12300322 ALUMINIUM ALLOY PLATE N.STD:ASTM B209 (M) SIZE: 130 DIM.: T GRADE: ALLOY 5083 TEMPER F	1420	30.10.2022
2	DFPW12300403 ALUMINIUM ALLOY ROUND (MATERIAL AS PER DIN 1725 AND 1747 ALSO ACCEPTABLE) N.STD:ASTM B 221 (M) SIZE: D=120 MM DIM.: D GRADE: AL 5083 H112	120	30.10.2022
3	DFPW12300632 ALUMINIUM ALLOY ROUND (ROUND AS PER DIN:1725 & DIN: 1747 ALSO ACCEPTABLE) N.STD:ASTM B 221 (M) SIZE: D=400MM DIM.: D GRADE: AL- 5083 H112	1340	30.10.2022
4	DFPW12300659 ALUMINIUM ALLOY PLATE (PLATE AS PER DIN 1725 & DIN 1745 ALSO ACCEPTABLE) N.STD:ASTM B209 (M) SIZE: 38.1X2250X2250MM DIM.: TXWXL GRADE: AL-5083 H112	3162	30.10.2022
5	DFPW12300675 ALUMINIUM ALLOY PLATE (PLATE AS PER DIN 1725 & DIN 1745 ALSO ACCEPTABLE) N.STD:ASTM B 209 (M) SIZE: 60X2000X2000MM DIM.: TXWXL GRADE: AL 5083 H112	2600	30.10.2022
6	DFPW12300543 ALUMINIUM ALLOY TUBE (MATERIAL AS PER DIN:1725 AND 1746 ALSO ACCEPTABLE) N.STD:ASTM B 221(M) SIZE: 330X27.5 DIM.: ODXT GRADE: AL 5083 H112	420	30.10.2022

7	DFPW12300233 ALUMINIUM ALLOY PLATE N.STD:ASTM B209(M) SIZE: 12.70 DIM.: T GRADE: ALLOY 5083 (H-112)	1256	30.10.2022
8	DFPW12300241 ALUMINIUM ALLOY PLATE N.STD:ASTM B209 (M) SIZE: 19.05 DIM.: T GRADE: ALLOY 5083 (H-112)	468	30.10.2022
9	DFPW12300250 ALUMINIUM ALLOY PLATE N.STD:ASTM B209 (M) SIZE: 25.4 DIM.: T GRADE: ALLOY 5083 (H-112)	3744	30.10.2022
10	DFPW12300268 ALUMINIUM ALLOY PLATE N.STD:ASTM B209 (M) SIZE: 28.75 DIM.: T GRADE: ALLOY 5083 (H-112)	356	30.10.2022
11	DFPW12300292 ALUMINIUM ALLOY PLATE N.STD:ASTM B209 (M) SIZE: 44.40 DIM.: T GRADE: ALLOY 5083 (H-112)	1638	30.10.2022
12	DFPW12300365 ALUMINIUM ALLOY ROUND (MATERIAL AS PER DIN 1725 AND 1747 ALSO ACCEPTABLE) N.STD:ASTM B 221(M) SIZE: 30 DIM.: D GRADE: AL 5083 H112	55	30.10.2022
13	DFPW12300527 ALUMINIUM ALLOY ROUND (MATERIAL AS PER DIN 1725 AND 1747 ALSO ACCEPTABLE) N.STD:ASTM B 221(M) SIZE: 340 DIM.: D GRADE: AL 5083 H112	486	30.10.2022
14	DFPW12300683 ALUMINIUM ALLOY PLATE (PLATE AS PER DIN 1725 & DIN 1745 ALSO ACCEPTABLE) N.STD:ASTM B 209 (M) SIZE: 6.35X2000X6000MM DIM.: TXWXL GRADE: AL-5083 H112	624	30.10.2022

15	DFPW12300721 ALUMINIUM ALLOY PLATE N.STD:ASTM B 209 (M) SIZE: T=2MM DIM.: T GRADE: GR:AL 5083 H 112	36	30.10.2022
16	DFPW12300764 ALUMINIUM ALLOY PLATE N.STD:ASTM B 209 (M) SIZE: T=100 MM DIM.: T GRADE: GR:AL 5083 TEMPER F	546	30.10.2022
17	DFPW12300195 ALUMINIUM ALLOY PLATE N.STD:ASTM B209 (M) SIZE: 3.17 DIM.: T GRADE: ALLOY 5083 (H-112)	36	30.10.2022
18	DFPW12300209 ALUMINIUM ALLOY PLATE N.STD:ASTM B209(M) SIZE: 5.0 DIM.: T GRADE: ALLOY 5083 (H-112)	136	30.10.2022
19	DFPW12300276 ALUMINIUM ALLOY PLATE N.STD:ASTM B209 (M) SIZE: 31.75 DIM.: T GRADE: ALLOY 5083 (H-112)	780	30.10.2022
20	DFPW12300306 ALUMINIUM ALLOY PLATE N.STD:ASTM B209 (M) SIZE: 57.10 DIM.: T GRADE: ALLOY 5083 (H-112)	750	30.10.2022
21	DFPW12300470 ALUMINIUM ALLOY FLAT (MATERIAL AS PER DIN 1725 AND 1745 ALSO ACCEPTABLE) N.STD:ASTM B 221(M) SIZE: 160X205 DIM.: TXWXL GRADE: AL 5083 TEMPER F	176	30.10.2022
22	DFPW12300756 ALUMINIUM ALLOY PLATE N.STD:ASTM B 209 (M) SIZE: T=75 MM DIM.: T GRADE: GR: AL 5083 H 112	410	30.10.2022
23	DFPW12300608 ALUMINIUM ALLOY CHEQUERED PLATE FIVE BAR N.STD:IS:737 SIZE: S=5 MM DIM.: T GRADE: ALLOY 65032 WP	40	30.10.2022

SPECIAL INSTRUCTIONS:

1. All vendors to provide point wise reply/confirmation along with relevant supporting documents to each and every point of **Pre-Qualification Requirement/PQR** for all enquiry items. Noncompliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.
2. The total quantity may undergo change at the time of ordering.
3. Bidder to submit MII (Make in INDIA) self-certification.
4. Bidder to submit IP (Integrity Pact) along with **PART-1**.
5. The remaining terms shall be as per **GENERAL INSTRUCTION AND STANDARD TERMS & CONDITION (GISTC), VERSION JUNE-2021, Rev:06**.
6. While submitting the tender as detailed in "Instruction to Bidders", intending vendors must remit the requisite **EMD Rs 2,00,000/-** (Two hundred thousand only) in the form of RTGS / Demand draft (drawn in favour of 'BHEL HARIDWAR'). For E-Payment, the RTGS details are as mentioned below:

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

Please attach proof of submission of EMD along with your offer in **Part-I**. If EMD is submitted in the form of DD, send the same in an envelope super-scribed with bold letters "**EMD**" to following address within 5 days of tender opening:

CHIRAG GOEL
Dy. MANAGER(PPX-DABG)
Room No: 408,
MAIN ADMIN BUILDING,
BHEL HEEP
RANIPUR HARIDWAR
UTTARAKHAND – 249403
PH NO: 01334-285462

If EMD is not submitted along with the offer (Part-I), then the offer shall be out rightly rejected. No further clarification/communication shall be entertained in this regards.

As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit EMD. A certificate issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs). BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

Following vendor registered with BHEL-HEEP, Haridwar in PMD (Product Material Directory) DF002 are exempted from submission of EMD:

1. Vendor code S41569
2. Vendor code S41665

Vendors operating from BHEL quarters, unauthorized colonies on BHEL land and Dharamshalas / hotels shall not be considered, hence such vendors need not apply. Any vendor who is under hold (for the item)/delisted/banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be out rightly rejected.

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC), Version JUNE-2021, Rev:06**. Please visit our site www.hwr.bhel.com for **General Instructions and Standard Terms & Conditions (GISTC), Version JUNE-2021, Rev:06** for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC.

Unregistered vendors may please visit our site www.bhel.com for filing up the Supplier Registration Form. Copy of filled Supplier Registration Form (SRF) may be submitted along with the offer.

Supplier Registration Form: Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item; have to apply through Online Registration portal, <https://supplier.bhel.in/>. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. Application registration No. (for applying online form) should be mentioned in the techno-commercial offer.

KINDLY READ “INSTRUCTIONS TO BIDDERS.” QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

Definition

Registered Vendors - Are those who are registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered items in respective material grade or machining of such items.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for Megawatt rating/ Size/ Weight of tendered items in respective material grade or machining of such items.

ESSENTIAL INSTRUCTIONS

* Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable).

* BHEL team may visit the vendor(s) works for verification of capability and capacity claimed in tender Documents/offer(s).

Part I –

- Techno- Commercial Bid.
- Technical specification checklist
- Documents as detailed in GISTC by MSE Supplier for availing benefits intended for MSE suppliers.
- Proof of submitting EMD
- MAKE IN INDIA CERTIFICATION
- INTEGRITY PACT
- Point wise reply/confirmation to **Pre-qualifying requirement (PQR)** along with all necessary supporting documents in one go. **Non-compliance of this may lead to rejection offer.**

Part-II -

- Price Bid (BOQ)

* Please submit your offer according to **General Instructions and Standard Terms & Conditions (GISTC), Version JUNE-2021, Rev:06** for Tender Enquiries. Please visit our site www.hwr.bhel.com for GISTC. All the bidders/vendors must ensure compliance of these **GISTC (VERSION: Version JUNE-2021, Rev:06)**.

QUALIFYING CONDITIONS for ALUMINIUM ALLOY Plates/Bars/Tube etc.

Only those manufacturers or authorized dealer/distributor/stockiest/suppliers should quote:

Sl.	PQR Requirement	Action	Vendor Response (Yes / No / Enclosed)
1.	Who can either manufacturing or supply AL5083 grade Aluminum Alloy Plates/Bars/Tube etc.	Vendor to specify	
2.	Does vendor have in-house rolling and heat treatment facility?	-	
	If Yes, vendor to submit details of manufacturing facilities.	Vendor to submit	
	If NO, vendor to submit details of OEM/Suppliers facilities.	Vendor to submit	
3.	Does vendor have in-house testing facilities to carry out testing as per the requirements of BHEL enquiry?	-	
	If Yes, vendor to submit details of testing facilities	Vendor to submit	
	If NO, vendor to submit details of OEM/Suppliers facilities.	Vendor to submit	
4.	Vendor can provide Material Test Certificate.	Vendor to confirm	
5.	All sizes of Rounds, Flats and Plates of 12.7mm and above shall be ultrasonically tested (UT) as per applicable ASTM standards. <ul style="list-style-type: none"> • UT for plates as per ASTM B 594- class B and for flats as per ASTM B 548 cl. 9 • UT for rounds & angles as per ASTM B 594 - class A • UT result to be reported in Test Certificate by supplier. 	Vendor to confirm	
6.	Minimum length for FLAT, BAR & TUBE shall be 2000 mm or as per BHEL enquiry.	Vendor to confirm	
7.	Certificate of Conformance(COC) along with Ultra Sonic Testing Report and Material Test Certificate shall be supplied.	Vendor to confirm	
8.	Note: (i) <i>In case of trader/stockist, vendor to submit details as per points 2 - 3 above of their principal manufacturer along with the authorization certificate from principal manufacturer with the offer. Offers of trader/stockist without these details will not be considered.</i> (ii) <i>BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false/incorrect, the offer shall be rejected. Vendor to accept & confirm</i>	Vendor to confirm	
9.	Point numbers 1 to 8 are the Mandatory Qualification Requirements . Offers of vendors not meeting these requirements will NOT be considered.	Vendor to accept	



Digitally signed by
Sunil Kumar Singh
Date: 2021.12.07
17:16:40 +05'30'

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300322	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	F	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	130	MM	Input Value →	
7	SIZE	1000 X 2000	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300403	-	-	-
2	MATERIAL SPECIFICATION	ASTM B 221 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	ROUND	-	To confirm →	
6	DIAMETER	120	MM	Input Value →	
7	LENGTH	2000 MIN.	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594 - class A	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B 221 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B 221 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300632	-	-	-
2	MATERIAL SPECIFICATION	ASTM B 221 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	ROUND	-	To confirm →	
6	DIAMETER	400	MM	Input Value →	
7	LENGTH	2000 MIN.	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594 - class A	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B 221 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B 221 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300659	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	38.1	MM	Input Value →	
7	SIZE	2250 X 2250	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300675	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	60	MM	Input Value →	
7	SIZE	2000 X 2000	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300543	-	-	-
2	MATERIAL SPECIFICATION	ASTM B 221(M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	TUBE	-	To confirm →	
6	THICKNESS	27.5	MM	Input Value →	
7	OUTER DIA	330	MM	Input Value →	
8	ULTRASONIC TESTING	not required	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B 221(M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B 221(M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	na →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300233	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	12.7	MM	Input Value →	
7	SIZE	1500 X 3000	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300241	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	19.05	MM	Input Value →	
7	SIZE	1500 X 3000	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300250	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	25.4	MM	Input Value →	
7	SIZE	2250 X 3000	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300268	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	28.75	MM	Input Value →	
7	SIZE	1500 X 3000	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300292	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	44.4	MM	Input Value →	
7	SIZE	1500 X 3000	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300365	-	-	-
2	MATERIAL SPECIFICATION	ASTM B 221 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	ROUND	-	To confirm →	
6	DIAMETER	30	MM	Input Value →	
7	LENGTH	2000 MIN.	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594 - class A	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B 221 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B 221 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300527	-	-	-
2	MATERIAL SPECIFICATION	ASTM B 221 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	ROUND	-	To confirm →	
6	DIAMETER	340	MM	Input Value →	
7	LENGTH	2000 MIN.	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594 - class A	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B 221 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B 221 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300683	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	6.35	MM	Input Value →	
7	SIZE	2000 X 6000	MM	Input Value →	
8	ULTRASONIC TESTING	not required	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	na →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300721	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	2	MM	Input Value →	
7	SIZE	1200 X 2400	MM	Input Value →	
8	ULTRASONIC TESTING	not required	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	na →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300764	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	100	MM	Input Value →	
7	SIZE	1000 X 2000	MM	Input Value →	
8	ULTRASONIC TESTING	ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300195	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	3.17	MM	Input Value →	
7	SIZE	1000 X 2000	MM	Input Value →	
8	ULTRASONIC TESTING	not required	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	na →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300209	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	5	MM	Input Value →	
7	SIZE	1000 X 2000	MM	Input Value →	
8	ULTRASONIC TESTING	not required	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	na →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300276	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	31.75	MM	Input Value →	
7	SIZE	1500 X 3000	MM	Input Value →	
8	ULTRASONIC TESTING	AS PER ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300306	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	57.1	MM	Input Value →	
7	SIZE	1200 X 4000	MM	Input Value →	
8	ULTRASONIC TESTING	AS PER ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300756	-	-	-
2	MATERIAL SPECIFICATION	ASTM B209 (M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	PLATE	-	To confirm →	
6	THICKNESS	75	MM	Input Value →	
7	SIZE	1000 X 2000	MM	Input Value →	
8	ULTRASONIC TESTING	AS PER ASTM B 594- class B	-	To confirm →	
9	CHEMICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
10	MECHANICAL PROPERTIES	AS PER ASTM B209 (M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

NOTE: Vendor to input parameters based on the specification of the quoted item.

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
1	MATERIAL CODE	DFPW12300470	-	-	-
2	MATERIAL SPECIFICATION	ASTM B 221(M)	-	Specify Spec. →	
3	MATERIAL GRADE	ALLOY 5083	-	To confirm →	
4	MATERIAL TEMPER	H112	-	Input Value →	
5	SHAPE	FLAT	-	To confirm →	
6	LENGTH	2000	MM	Input Value →	
7	SIZE	160 X 205	MM	Input Value →	
8	ULTRASONIC TESTING	AS PER ASTM B 548 cl. 9	-	To confirm →	
9	CHEMICAL PROPERTIES	ASTM B 221(M)	-	To confirm →	
10	MECHANICAL PROPERTIES	ASTM B 221(M)	-	To confirm →	
11.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
11.2	CERTIFICATION	ULTRASONIC TEST CERTIFICATE	Y	confirm to supply →	
11.3	CERTIFICATION	Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
12	VENDOR REMARKS				

TECHNICAL PARAMETERS CHECK LIST
DATA VALUES TO BE FILLED AND CONFIRMED BY VENDOR

SN.	PARAMETERS	VALUES	UNIT	RESPONSE TYPE	VENDOR RESPONSE
	Item-2	DFPW12300608	-		
1	MATERIAL SPECIFICATION	IS:737	-	Specify Spec. →	
2	MATERIAL GRADE	ALLOY 65032 WP	-	To confirm →	
3	SHAPE	CHEQUERED PLATE	-	To confirm →	
4	NO. OF BARS	5	NO	To confirm →	
5	CHEMICAL PROPERTIES	IS:737 ; TABLE -1	-	To confirm →	
6	MECHANICAL PROPERTIES	IS:737 ; TABLE -2	-	To confirm →	
7	THICKNESS	5	MM	Input Value →	
8	SIZE	2400 X 1200	SQMM	Input Value →	
9.1	CERTIFICATION	MATERIAL TEST CERTIFICATE	Y	confirm to supply →	
9.2		Certificate of Conformance / Compliance (COC)	Y	confirm to supply →	
10	VENDOR REMARKS				

PART-1 TECHNO-COMMERCIAL BID

ENQUIRY REFERENCE: D/6580/21/1459D/1

SL. NO.	TERMS & CONDITION	VENDOR CONFIRMATION/REMARKS
1	BIDDER NAME	
2	QUOTATION REFERENCE NO.	
3	E-MAIL ID(S)	
4	CONTACT PERSON NAME	
5	LANDLINE NO.	
6	MOBILE NO.	
7	MATERIAL WILL BE SUPPLIED AS PER BHEL DRAWING AND SPECIFICATION MENTIONED IN ENQUIRY.	
8	THE OFFER HAS TO BE SUBMITTED AS A TWO-PART BID (TECHNO-COMMERCIAL & PRICE BID)	
9	TERMS OF PAYMENT: A) 100% PAYMENT AGAINST RECEIPT & ACCEPTANCE MATERIAL WITH IN 75 DAYS B) 100% PAYMENT AGAINST RECEIPT & ACCEPTANCE MATERIAL WITH IN 45 DAYS FOR MSE VENDOR	
10	LIQUIDATED DAMAGES (LD) FOR LATE DELIVERIES SHALL BE APPLICABLE @0.5% PER WEEK OR PART THEREOF ON THE VALUE OF RESPECTIVE DELAYED SUPPLIES SUBJECT TO A MAXIMUM OF 10% OF THE VALUE OF RESPECTIVE DELAYED SUPPLIES. VALUE OF DELAYED SUPPLIES WILL MEAN THE GROSS VALUE PAYABLE TO THE VENDOR (BEFORE LD) AGAINST SUCH SUPPLIES EXCLUDING TAXES AND DUTIES. IF VENDOR DON'T ACCEPT THIS CLAUSE, THEN LOADING SHALL BE DONE AS PER GISTC.	
11	DELIVERY TERMS: DELIVERY TERMS (BHEL STANDARD TERM: FOR DESTINATION MEANS CPS/HEEP/ BHEL HARIDWAR)	
12	DESPATCH MODE	
13	ORIGIN OF DESPATCH	
14	FREIGHT CHARGES (PRE-PAID/ TO PAY) # LOADING SHALL BE DONE AS PER EXTANT RULES OF BHEL-HARIDWAR, IF FREIGHT IS MENTIONED AS 'TO PAY'	
15	PACKING CHARGES KINDLY INFORM THE PACKING CHARGES (INCLUDED/EXTRA). KINDLY INDICATE THE PERCENTAGE IN CASE OF 'EXTRA' CHARGES	
16	FORWARDING CHARGES (INCLUDED/EXTRA) KINDLY INFORM THE FORWARDING CHARGES (INCLUDED/EXTRA). KINDLY INDICATE THE PERCENTAGE IN CASE OF 'EXTRA' CHARGES	
17	BANK CHARGES # IF BHEL'S STANDARD PAYMENT TERMS ACCEPTED THEN BANK CHARGES NOT APPLICABLE, OTHERWISE PLEASE MENTION	
18	RATE OF GST (CGST/SGST/IGST) EXTRA IN % (FOR INDIAN BIDDER ONLY)	
19	CURRENCY IN WHICH QUOTED.	
20	THE EVALUATION CURRENCY FOR THIS TENDER SHALL BE INR.	
21	PRICE ARE FIRM TILL THE EXECUTION OF ORDER	

22	VALIDITY OF OFFER: PRICES SHOULD BE VALID FOR 90 DAYS FROM THE DATE OF PART-1 BID OPENING OF THIS TENDER.	
23	DELIVERY PERIOD: BIDDER TO INFORM BEST POSSIBLE DELIVERY IN DAYS/WEEKS/MONTHS FROM THE DATE OF PURCHASE ORDER	
24	RISK PURCHASE PENALTIES AS PER CLAUSE 18 OF GENERAL TERMS AND CONDITIONS IS APPLICABLE FOR THIS ENQUIRY. NON ACCEPTANCE TO RISK PURCHASE CLAUSE THE OFFER IS LIABLE FOR REJECTION.	
25	GUARANTEE CERTIFICATE (IN LINE WITH GISTC) SHALL BE PROVIDED	
26	ARE YOU REGISTERED UNDER MSMED ACT-2006 AS SMALL OR MICRO (UPLOAD UAM/UDYAM, WITH CA CERTIFICATE)	
27	EVALUATION WILL BE DONE ON ITEM WISE LOWEST BIDDER WILL BE CONSIDERED FOR ORDERING.	
28	CERTIFICATE OF COMPLIANCE (COC) TO BE PROVIDED BY BIDDER ALONG WITH SUPPLY.	
29	MATERIAL TEST CERTIFICATE TO BE PROVIDED BY BIDDER ALONG WITH SUPPLY.	
30	ULTRASONIC TEST CERTIFICATE TO BE PROVIDED BY BIDDER ALONG WITH SUPPLY.	
31	ALL VENDORS TO PROVIDE POINT WISE REPLY/ CONFIRMATION ALONG WITH RELEVANT SUPPORTING DOCUMENTS TO EACH AND EVERY POINT OF PRE-QUALIFICATION REQUIREMENT/PQR FOR ALL ENQUIRY ITEMS. NONCOMPLIANCE OF THESE MAY LEAD TO REJECTION OF OFFER AS THESE ARE ESSENTIAL CONDITION FOR PARTICIPATING IN TENDER ENQUIRY. (UPLOAD WITH PART-1)	
32	VENDOR TO ENSURE THAT THEIR QUOTED RATES ARE NOT MORE THAN THOSE QUOTED FOR ANY OTHER CUSTOMER INCLUDING OTHER BHEL UNITS.	
33	KINDLY UPLOAD/ATTACH THE SPECIFICATION DETAILS/ CATALOGUE OF OFFERED ITEMS.	
34	ANY OTHER COMMENTS (LIKE ANY OTHER CHARGES, ORDER TO BE PLACED ON ETC	
35	BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR RESERVES THE RIGHT TO REJECT ANY OR ALL THE BIDS / QUOTATIONS WITHOUT ASSIGNING ANY REASON THEREOF. BHEL ALSO RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITIES. BIDDERS SHOULD BE PREPARED TO ACCEPT ORDER FOR REDUCED QUANTITY WITHOUT ANY EXTRA CHARGES.	
36	QTY TOLERANCE OF + 5 % IS ACCEPTABLE.	
37	KINDLY ARRANGE TO SUBMIT MAKE IN INDIA SELF CERTIFICATION	
38	PROOF OF SUBMISSION OF EMD	
39	INTEGRITY PACT SUBMISSION	
40	REMAINING TERMS AND CONDITIONS SHALL BE AS PER GENERAL INSTRUCTION AND STANDARD TERMS & CONDITIONS (GISTC) VERSION JUNE-2021 REV: 06.	

Certificate by Chartered Accountant on letter head

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

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



MAKE IN INDIA SELF CERTIFICATION

As per Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, it is hereby certifying that we (supplier name) are local supplier and will meet the requirement of minimum local content (50%) defined in as above orders for the material against Enquiry No.

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

.....
.....

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

Seal and Signature of Supplier

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

 For & On behalf of the Principal
 (Office Seal)

 For & On behalf of the Bidder/ Contractor
 (Office Seal)

Place _____
 Date _____

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

Clause on IP in the tender**"Integrity Pact (IP)**

- (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.

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (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 this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for 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 through email only.

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 clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1) CSGOEL
 Name: CHIRAG GOEL
 Deptt: PPX-DABG.
 Address: BHEL HEEP HARIWAR
 Phone: (Landline/ Mobile)
01334-285462
 Email: chirag@bhel.in
 Fax: 01334-226462

(2) RajanKumar
 Name: RAJAN KUMAR
 Deptt: PPX-DABG.
 Address: BHEL HEEP HARIWAR
 Phone: (Landline/ Mobile)
01334-285462
 Email: rajan.kumar@bhel.in
 Fax: 01334-226462



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

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

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



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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

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



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

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

6. PRICE SCHEDULE.

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

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

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

7. REVERSE AUCTION.

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

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

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

8. DELIVERY TERMS.

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

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9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

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

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

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

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

10. PAYMENT TERMS.

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

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

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

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

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

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

g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.

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

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



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

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

11. TAXES & DUTIES.

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

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

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



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

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

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

12. BANK GUARANTEE.

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

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

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

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

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY.

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

16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.



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

17. TRANSIT INSURANCE.

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

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

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



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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

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



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(Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

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

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

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



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

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

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

24. INFORMATION TO THE BIDDERS.

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

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

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

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

e) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

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

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

25. MAKE IN INDIA (GOVT-NOTIFICATION).

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

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

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

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

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



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E. Requirement of Purchase Preference:

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

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

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

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

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

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

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

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

F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

27. NOTE.

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



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

3. Compensation in respect of each of the victims:

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

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

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



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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. _____ Dated: _____

Due on: _____

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

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

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



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

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

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

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

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

(2) Counter offer in case of Splitting:

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

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

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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

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

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

6. PRICE SCHEDULE.

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

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

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

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

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

f1) Currency of Evaluation shall be INR.

g) Evaluation of Indian Agents Commission:

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

h) While submitting your bids please clearly indicate:

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

7. REVERSE AUCTION.

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

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

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

8. DELIVERY TERMS.

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

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

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

9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

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

10. PAYMENT TERMS.

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

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

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

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

11. BANK GUARANTEE.

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

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

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

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

13. QUALITY REQUIREMENT.

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

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14. VALIDITY.

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

15. RIGHT OF ACCEPTANCE.

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

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

16. TRANSIT INSURANCE.

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

17. PHYTOSANITARY CERTIFICATE:

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

18. RISK PURCHASE.

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

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

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

21. SETTLEMENT OF DISPUTES/ARBITRATION.

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

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

22. INFORMATION TO THE BIDDERS.

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

- b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>.
- d) Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.
- g) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- h) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.
In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

23. MAKE IN INDIA (GOVT-NOTIFICATION).

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

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

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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

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

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

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

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

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

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

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

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

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25. NOTE.

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

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

3. Compensation in respect of each of the victims:

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

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

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

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