

TENDER ENQUIRY NO.: X/6620/2022/0052/F/1

SUBJECT: Hard Chrome-plating with BHEL material

NIT-Notice Inviting Tender

Salient Details of Notice Inviting Tender (NIT)		
Sl. No.	Issue	Description
1.	Item details	As per Enquiry No. X/6620/2022/0052/F/1.
2.	Issue of Tender Documents	From BHEL e-Procurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
3.	Due Date Of Offer Submission	Date: 18.06.2022 Time: 13:45 hrs https://eprocurebhel.co.in/nicgep/app Offer to be submitted in online only through e-procurement Portal. (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification etc. before submitting offer).
4.	Opening of Tender (Techno-Commercial Bid)	Date: 18.06.2022 Time: 14.00 Hrs Notes: This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.
5.	Cost of Tender	INR 2000/- (If hard copy of tender document is required from BHEL otherwise not applicable.)
6.	EMD (Earnest Money Deposit)	NIL
7.	Schedule Of Pre-Bid Discussion	Not Applicable
8.	Integrity Pact & Details of Independent External Monitor (IEM)	Not Required
9.	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (GISTC: Version June-21, Rev: 06)**. Please visit our site www.hwr.bhel.com for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.

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INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

The tender shall be **submitted in two parts** in separate cover as described below on or before the due date:

Part I (Cover-1) - Containing the following:

1. Unpriced Bid (Annexure-A)
2. Terms and condition (Annexure-B) duly filled, signed & sealed by vendor
3. MSE/Udyam certificate (if applicable and bidder want to avail MSE benefits)

Part II (Cover-2) - Containing Price Bid in attached Format (BOQ)

E-Procurement Portal Inputs

Procedure for Submission of Offer for E – Tender-Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app> . Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

Hardware and Software requirements for participating in e-tender

Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocurebhel.co.in/nicgep/app>

Digital Signature

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website [http://www.bhel.com/home.php/TenderNotifications/Sample Checklist](http://www.bhel.com/home.php/TenderNotifications/SampleChecklist).

NIC portal Helpdesk Contacts

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Note

Offers/tenders submitted in the E-tender portal (GePNIC) shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender or submitted in tender room would not be considered / entertained.

SPECIAL NOTE: All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.



Tender No.: X/6620/2022/0052/F/1

Due Date: 18.06.2022

SUBJECT: BHEL-HEEP/OPEN-TENDER (Hard Chrome plating of Lower Water Box and Pipe with BHEL Material)

Online offers are invited through e-procurement portal <https://eprocurebhel.co.in/nicgep/app> from suppliers for the supply of the items.

Terms & Conditions for Enquiry of Hard Chrome Plating of Lower Water Box and Pipe

The item name and drawing no. mentioned in the enquiry is for reference & will be available for ordering. A sample of all reference drawings are also enclosed for having a general idea of the tender.

1. **SCOPE OF WORK:** -This enquiry is for **Hard chrome plating** of Lower Water Box and Pipe as per drg., QP & other specifications exclusively with **BHEL Material**.

Sl. No.	Item Description	Drg. No.	Qty. (Nos.)	Qty. (Weight/Piece)	Total Qty (Weight)
1.	Lower Water Box	1166017000400	02 Nos.	146 Kg	292 Kg
2	Pipe	4166017002600	02 Nos.	6.3 Kg	12.6 Kg

Remarks:-

1)

- a) **SCOPE OF WORK:** HARD CHROME PLATING AS PER DRAWINGS/ STANDARD AND ITS TECHNICAL REQUIREMENTS.
- b) INSPECTION BY BHEL /REMOTE INSPECTION BY BHEL/ BHEL NOMINATED INSPECTION AGENCY AS PER DRAWING / STANDARD AND QUALITY PLAN REQUIREMENTS.
- c) **QUALITY PLAN NO. QP/QA/20220052** REV 00 DATED 02.05.2022 IS ATTACHED WHICH IS TO FOLLOWED.
- d) ITEM SHOULD BE SENT IN WOODEN BOX TO PREVENT DAMAGE TO MACHINED PIPE DURING TRANSPORTATION BEFORE & AFTER CHROME PLATING.
- e) BHEL WILL SEND THE MATERIAL TO THE VENDOR ON FREIGHT PAID BASIS & FREIGHT WILL BE ON VENDORS ACCOUNT FOR SENDING THE MATERIALS / ITEMS TO BHEL HARIDWAR.
- f) **RATES TO BE QUOTED WITH BHEL MATERIAL ON PER PIECE BASIS.**
- g) REMOTE INSPECTION SHALL BE PREFERRED IN PLACE OF PHYSICAL INSPECTION (DUE TO COVID 19 SITUATION). HOWEVER, SUB CONTRACTORS TO OFFER BOTH REMOTE INSPECTION &PHYSICAL INSPECTION. BHEL RESERVES THE RIGHT TO SELECT THE SUITABLE OPTION. REMOTE INSPECTION GUIDELINES ARE ATTACHED.
- h) ENQUIRY IS OFFERED IN TWO PARTS, PART-1 (TECHNO-COMMERCIAL BID) & PART-II (PRICE BID).
- i) ANNEXURE A & B SENT ATTACHED WITH THE ENQUIRY TO BE SUBMITTED ALONG WITH YOUR OFFER (DULY FILLED & SIGNED ALONG WITH COMPANY'S SEAL).

- The rate (s) should be quoted in Rupees per piece for each item of this enquiry.
- CHP Clearance may be obtained from NTPC/LLOYD/RITES/NPC at party's end.
- Final Assembly shall undergo cleaning to ensure that all parts are free from dents, mills, spatters.
- Customer's seal (if Any on supplied Material) to be transferred.
- Copies of the relevant certificates to be supplied to the receiving shop.
- Quality Plan to be followed for Material Induction & CHP.



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- Standard AA0673612 is attached for reference.
- For Item no. 2 (Pipe), Spec. AA10455 is attached for reference.
- Supplier to provide a summary sheet of documents/TCs provided for correlation.
- Supplier to mention relevant Quality Plan Clauses on all TCs/reports for every lot.

2. **VALIDITY:** -

The validity of offers by vendors should be at least for a period of **90 days for this enquiry from the date of enquiry opening.**

3. **SUBMISSION OF OFFERS:** -

The offer is to be submitted in **two parts** on NIC portal only on website:
<https://eprocurebhel.co.in/nicgep/app>

BHEL reserves the right to reject any or all the tenders either in full or part thereof without assigning any reasons thereof.

4. **DELIVERY:** -

F.O.R.: HEEP, BHEL Haridwar.

5. **DELIVERY SCHEDULE:** -

Sl.	Item Description	Drg. No.	Qty	Delivery
1.	Lower Water Box	11660170004-00	2 Nos.	1 No.: Within 20 days from last material sent from BHEL to vendor 2nd No.: Within 30 days from last material sent from BHEL to vendor
2.	Pipe	41660170026-00	2 Nos.	Within 30 days from last material sent from BHEL to vendor

Note: - In case the delivery offered by any vendor is more than above mentioned Delivery days from Last Material Sent from BHEL to Vendor works, loading shall be done @ 0.5% per week on the rate quoted by the vendor.

6. **INSPECTION:** -

- The inspection will be carried out by BHEL/BHEL nominated inspection agency at Party's works. All facilities and equipment's, calibrated instruments and standard gauges required for inspection shall be provided by the vendor during inspection. In some cases, inspection by customer's representatives like NTPC/RITES etc. (excluding NPC) may also be carried out at Party's works and CHP clearance may be obtained. No additional charges will be paid on this account.
- The party is to follow system for material control, if applicable, as per BHEL Quality Control system.
- Aesthetic appearance is to be maintained as per drg. requirement.
- Inspection by BHEL/BHEL nominated inspection agency as per drawing /Standard and quality plan requirements.
- Quality plan no. **QP/QA/20220052 dated 02.05.2022** is attached, which are to be followed.
- Remote inspection shall be preferred in place of physical inspection by BHEL/BHEL nominated inspection agency (Due to COVID 19 situation). Remote inspection guidelines are attached. Sub-contractors to offer both remote inspection and physical inspection. BHEL reserve the right to select anyone.



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7. PAYMENT TERMS: -

- 7.1 90% after acceptance & final clearance of SRIV. 10% after FTS and final account of material.
- 7.2 No packing and forwarding charges will be paid extra.
- 7.3 In case of rejection, total cost of material will be recovered in case of BHEL Material and no labour cost will be paid.

8. LD CLAUSE: -

@ 0.5% per week subject to max 10% for the delayed portion of supply. The entry date mentioned by CISF on the challan at BHEL material gate will be taken as material receipt date.

9. GST: -

- As applicable against documentary proof. Mention HSN/SAC code & applicable %age of GST.
- 9.1 The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
 - 9.2 The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Electricals Equipment Plant, Ranipur, Haridwar is '05AAACB4146P1ZL' with state Code as '05' and State Name as 'Uttarakhand'.
 - 9.3 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.
 - 9.4 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.
 - 9.5 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.
 - 9.6 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 account.
 - 9.7 In the event of any change in the status of vendor after 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.
 - 9.8 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.
 - 9.9 **At present GST rate applicable for this enquiry will be 12 %.** However, it will be as applicable as per Govt. guidelines/circulars.

10. Amendment to PO: -

- In case, extra/less work is required due to change in Drawing / any deviation in fabricated weight at a later stage (duly verified by our Engineering Dept.), extra charges may be paid/deducted and purchase order will be amended.
- In case extra/less work is required due to change in Drawing/ technology / extra joints (owing to non-availability of required size of raw material) / defects like laminations if any on BHEL supplied plates etc. / any deviation in fabricated weight (duly verified by WT), extra/less charges will be paid and purchase order may be amended accordingly.



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- Amendment due to changes in drg. /CBOM weight will be applicable only if changes are made before supply of material or changes which are under process is provided to vendor in writing by Engg. or AIX before supply of material by vendor.

11. Reverse Auction: -

For detailed terms and conditions of RA guidelines, kindly refer www.bhel.com.

12. Following MSE conditions shall be followed: -

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 (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). 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.

* 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: -

a. Valid NSIC Certificate or

b. Entrepreneurs' Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or

c. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure 1) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over. However, credentials of all MSE supplier will be verified before advancing the intended benefits.

* MSE vendors 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.

* In case techno-commercial accepted vendors include MSE source and their prices (based on landed cost to BHEL) are within the price band of 15% w.r.t. L-1 vendor, then BHEL can offer 25% of quantity of respective item (rounded off to nearest number) to MSE vendors at L-1 price and in case, more than one MSE vendor is in 15 % band and the same is accepted by more than one MSE vendors then 25% quantities of respective items will be considered for ordering on proportionate basis amongst MSE vendors.

* While distributing the 25% quantity amongst MSE vendors the decimal points in quantity shall be ignored for all the vendors except the L-1 amongst MSE vendors. Balance quantity after allocating the quantity to other MSE vendors ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) vendor. However, if there are more than one MSE vendor at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the vendor offering favourable terms to BHEL and if the conditions offered are also same then preference will be given to the vendor having high SPR rating.

* In case there are more than one MSE vendors (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 vendor with lowest landed cost.

* In case there are more than one MSE vendors (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 favourable terms in the bid and in case terms are also same, the vendor with high SPR rating shall be given preference.

13. PRICE VARIATION CLAUSE: - No PVC is applicable for this enquiry.



14. **Bank Guarantee/Indemnity Bond:** - 25% Bank Guarantee and 75% Indemnity Bond for the value of materials; to be given by vendor for free issue materials. On intimation from BHEL regarding BG & IB, the same shall be provided by the vendor (s) within 15 Days. If suitable BG and IB are not submitted to BHEL within 15 days of intimation, then the amount of days delayed beyond 15 days after intimation will be deducted from delivery days of that item and consequent PO amendment will be issued.

For Example: If intimation for requirement of BG & IB of an item of a PO is given to vendor on 01.06.2022 from BHEL, then vendor should mandatorily provide required BG and IB by 15.06.2022. In case, the vendor provides the same by 30.06.2022, then the difference of 15 days (between 30.06.2022 & 15.06.2022) will be deducted from delivery days of that item and consequent PO amendment will be issued.

15. **GUARANTEE CERTIFICATE:** -

The vendor shall warrant that the supplied fabricated assemblies comply fully with the drawings and other technical conditions. If the fabrications/items are found defective owing to faulty workmanship/incomplete work within a period of eighteen (18) months from the date of dispatch, the vendor shall make good of it/replace the same free of cost. Alternatively, the rework/replacement charges will be recovered.

16. **GENERAL INSTRUCTIONS:** -

- 16.1 No further sub-contracting to third party or sister concern by the sub-contractor is allowed without prior permission of BHEL. If found guilty, will be debarred.
- 16.2 BHEL reserves the right to suspend/cancel the PO/Enquiry unilaterally without any financial repercussions, if Sub-contractor's performance is not found to be satisfactory.
- 16.3 BHEL reserves the right to revise the drawing after placement of purchase order. The prices in the purchase order will be amended according to revised drawing.
- 16.4 Subsequent ordering shall be done based on performance and execution of orders in time as per PO Delivery.
- 16.5 In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by toss/draw of lots, in the presence of respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
- 16.6 **Vendor must fill in the rate per piece in price bid format as available on NIC portal against this enquiry.** Refer Annexure-A for unpriced price bid.
- 16.7 EMD submission may be waived for Central/State-PSUs/Government departments.
- 16.8 MSE suppliers are exempted for submission of EMD & Tender Fee.
- 16.9 As per the Office Memorandum F.No. 1(2)(1)/2016-MA dated 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.
- 16.9.1 Open tender is hoisted on the <https://eprocurebhel.co.in/nicgep/app> and no hard copy of document is provided by BHEL, no tender fee shall be insisted upon from the bidders.
- 16.10 Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.
- 16.11 Please refer **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (Version: June-2021, Rev.06)** for bidding against tender enquiry. The bidder/vendor must ensure compliance of these GISTC **(Version: June-2021, Rev.06)**.



- 16.12 Documents submitted with the offer/bid by the bidder shall be signed and stamped in each page by authorized representative of the bidder.
- 16.13 PQR uploaded with the tender document is to be submitted along with the Techno-Commercial offer (PART-I).
Note :- Offer shall be entertained only after submission of duly filled, signed and stamped PQR and relevant documents. Offers of the vendor(s) not submitting this Annexure may be ignored.
The evaluation currency shall be INR (Indian Rupee).
- 16.14 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.
- 16.15 For this procurement, Public procurement (preference to Make in India), Order 2017 dated 04.06.2020 shall be applicable.
For this procurement, the local content to categorize a supplier as 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 the nodal ministry, changing the definition of local content for the items of NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part-II bids against this NIT.
As defined under public procurement (Make in INDIA) notification dated 04.06.2020, only the 'Class-I local supplier' and 'Class-II local supplier' are eligible to bid against this enquiry. Hence bids of non-local supplier (if any) will not be considered.
Accordingly, the 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate the 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' and shall give details of the location(s) at which the local value addition is made.
Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India) Order 2017 dated 04.06.2020.
- 16.16 Vendor Contract clause regarding GST ITC and provision for E-Invoices:
(i) E-Invoicing under GST is being implemented w.e.f. 01.10.2020 for all the taxable persons having turnover more than Rs. 20 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System.
(ii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.
- 16.17 **Bidder to necessarily submit duly filled in, signed and stamped Annexures** (attached alongwith the tender document).
- 16.18 In case of ordering against the tender, vendor should submit their invoices against goods and services immediately after supply of goods & services but not later than 30 days from the invoice date. In case of delay, consequential losses like loss of input credit and non-availability of concessional forms etc. shall be to the vendor account.
- 16.19 The bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application is available on www.bhel.com.



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16.20 **RECTIFICATION:** - Any defect (noticed at Shop) arising out of the fabrication/machining/Plating done by the Sub-Contractor, will have to be rectified or items replaced by the sub-contractor within 10 days at their own cost. Otherwise BHEL will be free to take necessary action as deemed fit and consequence/cost of the same will be to subcontractors-account.

17. **EVALUATION OF BIDS:** Evaluation of bids will be done on item wise basis.

18. **Transportation:** -

BHEL will send the material to vendor works on freight paid basis and vendor to deliver fabricated/machined/completed items as per scope of work to BHEL HEEP Haridwar at their own cost.

19. **SCRAP:** -

(a) For fabrication jobs, Generated scrap is to be retained by the sub-contractor. This scrap is chargeable. The scrap rate will be calculated based on the monthly market scrap price Published in MSTC Bulletin/any other document under category of scrap MELTING SCRAP. The calculated monthly price for charging scrap will be rounded off to two decimal places of Rupee. GST charges on scrap shall also be applicable. BHEL would recover the amount of GST and Trade Tax as applicable from the sub-contractor's account in lieu of scrap retained by them. The difference between raw material weight and finalized weight shall be considered for the calculation of scrap generation. A 3% invisible cutting allowance may be given on the finished weight.

(b) For Machining Items :-Scrap generated during the machining operation is to be retained by the subcontractor free of cost (Treated as Deemed Sales) and Sub Contractor must adjust/pass on the benefit to BHEL while quoting the rates.

Taxes and duties will be charged through Sales Invoices.

20. **OPTION CLAUSE:**

The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Vendor to submit the Terms and Conditions duly filled in and signed alongwith the stamp.

Against vendor's replies, BHEL reserves the right to ask for more information/ documents / clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or doesn't meet the acceptance criteria.

Amendments/Corrigendum, if any, will be hosted on <https://eprocurebhel.co.in/nicgep/app> only. Other terms and conditions will be as per tender documents.

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.

In view of Covid-19 and present situation the Tender Document, Drawings, P.O copy etc. shall be sent by e-mails and shall not be sent in hard copies. Vendors to kindly note that the details sent by e-mail shall be considered for delivery against the finalized contract(s)/ P. O's placed .

KINDLY READ "Terms & Conditions for Hard Chrome Plating of Lower water Box & Pipe".

QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

****Kindly submit Checklist of T&C (Annexure B) along with other annexures of this enquiry attached with tender document.**



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Annexure - A

OpenTender Enquiry No.: X/6620/2022/0052/F/1

Sl. No.	Item Description	MATERIAL BY	RATE (Rs. PER Piece)
1	LOWER WATER BOX	BHEL MATERIAL (BM)	
2	PIPE	BHEL MATERIAL (BM)	

Authorized Signature:

(with date & seal of company)

Name of Supplier: -

TERMS AND CONDITIONS FOR Enquiry No.X/6620/2022/0052/F/1 (Annexure-B)

SL.	TERMS	VENDOR'S ACCEPTANCE/ REMARKS
1	Scope of Work: - Hard chrome Plating is to be carried out by the vendor as per Drawings/Standard, QP and Technical requirements.	
2	Offer validity: Quotation is valid for a minimum period of 90 days from date of opening of enquiry.	
3	Submission of offers (clause no. 3 of Terms and Conditions)	
4	Delivery: Quoted rates are on F.O.R. sub-contract store, HEEP, Haridwar basis.	
5	Delivery schedule: Item wise as per clause 5 of T & C of enquiry	
6	Inspection: Inspection shall be done as per clause no. 6 of Terms and Conditions of Enquiry	
7	Payment Term: 90% after acceptance & final clearance of SRIV.10% after FTS and final accountal of material.	
8	Penalty Clause: LD clause is applicable@0.5% per week or part thereof with a maximum limit of 10% of the delayed portion of the PO.	
9	GST: GST (Presently 12% for this enquiry) shall be applicable against documentary proof. Input Tax Credit shall be applicable and BHEL can claim benefit as per clause 9 of T & C of enquiry.	
10	Amendments of Extra/Less rates as per clause no. 10 of Terms and Conditions of Enquiry.	
11	Reverse Auction: As per clause 11 of terms and conditions of Enquiry	
12	MSE: We are MSE vendor and have submitted Udyam Certificate	
13	Price Variation clause (PVC) is not applicable	NOT APPLICABLE
14	Bank Guarantee/Indemnity Bond: 25% BG & 75% Indemnity bond as per clause no. 14 of Terms and Conditions of Enquiry.	
15	GC: Guarantee Certificate shall be valid for 18 months from receipt of material in BHEL.	
16	General T&C: We have read clause no. 16 of terms and conditions of Enquiry and confirm to abide the same.(Clause 16.1 to 16.20)	
17	Bid Evaluation: Evaluation of bids will be done on item wise basis.	
18	Transportation: Confirm acceptance of clause 18 of T & C of Enquiry.	
19	Scrap : Conifrm acceptance of Clause 19 of T & C of Enquiry.	
20	Option Clause: Confirm acceptance of clause 20 of T&C of enquiry.	
21	Risk Purchase: We accept Risk Purchase clause as per standard policy of BHEL.	
22	MII: We have submitted Make in India certificate (duly filled and signed as per Annexure).	
23	Rates have been quoted for each item in indian Rupees on per piece basis.	

Note: BHEL reserves the right to reject any or all the offers (on techno-commercial ground) without assigning any reason thereof.

(Vendor's signature with Stamp)

Indent No: 20220052

Hard Chromium Plating

Technical Pre-Qualification Requirements:

Sl. No.	Pre-qualification Requirement	Vendor response
1	Vendor must have executed at least one order for hard chromium electroplating in last five years on enquiry issue date. Details of purchase order and test certificates / dispatch documents etc. are to be submitted.	
2	Vendor must have in house hard chromium electroplating facility. Details of in house facility covering all sequential operation for hard chromium electroplating to be submitted.	
3	Process qualification is required before start of actual hard chromium electroplating on the component. In process qualification, vendor to prove plating process by carrying out plating on samples. Plating thickness measurement, adhesion test, hardness and visual examination of plated sample will be carried out as part of process qualification. Plating on actual components will be carried out after successful process qualification only. Vendor to note and agree.	
4	Vendor to confirm that they will meet the plating requirements as per enquiry drawing and specification.	



A. Rana
DGM/MTE 18/5/22

S. Rana 18-5-22
Subodh Rana
(Engineer/MTE)

Manufacturer Name and Address		MANUFACTURING QUALITY PLAN				APPLICABILITIES TO	
BHEL Haridwar accepted sub contractors	ITEM/EQUIPMENTS	Lower Water Box, Pipe		Q.P. NO	QP/QA/20220052	PROJECT	Simhadri, Marwa, Mejia
	Work Orders	10561C16904, 10591C16902, 10221C16902		DATE	02.05.2022		
				REV. NO.	00	CONTRACTOR	BHEL (HEEP) HWR
				PAGE NO.	Page 1 of 1	Indent	20220052 rev 00 dated 21.04.2022

S. No.	COMPONENT OPERATION	CHARACTERISTIC CHECKED	CATE-GORY	TYPE/ METHED OF CHECKED	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	FORMAT OF RECORD	AGENCY				REMARK
									D	M	B	C	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.0	Material Receiving Inspection at sub-contractor's work	Verification & identification of material	Major	Visual inspection	100 %	As per Drg./ Standard	As per Drg./ Standard	PPMIV/ Q.no.	✓	P	V	-	Material will be supplied by BHEL. Transfer of identification to be ensured.
		Verification of dimensions and visual Inspection	Major	Measurement	100 %	As per drg./ Standard	As per drg./ Standard	Obs. Sheet	-	P	-	-	
2.0	INPROCESS-INSPECTION												
2.1	Chrome plating	Plating thickness check & visual inspection	Major	Measurement	100%	As per Drg./ Standard	As per Drg./ Standard	Obs. Sheet/ Logsheets	✓	P	W		
3.0	FINAL-INSPECTION												
3.1		Completeness of Job, Documentation	Major	Visual	100%	As per drg./ Standard	As per drg./ Standard	Record	✓	P	V	-	Item shall be dispatched to BHEL after acceptance by BHEL/ BHEL nominated agency after duly identifying by P.O. No., drg no. Plant Order No. and I.R.No

- All requirements of P.O., standard and drawing shall be fulfilled.
- BHEL reserves the right for conducting repeat test, if required.

Manufacturer/Subcontractor	Legends:	For BHEL Use	
	P Perform by; W Witness by; V Record review; C Customer ; B BHEL/BHEL Representative; M Manufacturer/ sub-contractor; D: documents with tick mark shall be submitted by vendor to BHEL.	Worked by:	Approved by:
		 Sugandh Agarwal (QAX-Mfg.)	 Sunil Pandey, Manager (QAX-Mfg.)



AIX to inform following to sub-contractor in case Remote Inspection along with routine inspection is required (due to covid-19 situation):

Procedure for Remote inspections (Purchased / sub-contracted items)-

- Vendor will submit remote inspection call similar to routine inspection call (along with internal inspection reports, records of calibration of measuring instruments).
- Digital display measuring instruments to be preferred, if available.
- Illumination by minimum 100 Watt bulb is to be done on the job near the location of inspection.
- Remote inspection will start with verification of identification numbers available on the item.
- Remote inspection will be offered by vendor through live videography, and videos, important pictures to be included as records of inspection, which will be submitted to BHEL (QC-Materials).
- The online inspection shall be performed using video call on Lifesize, Webex, Whatsapp, Microsoft Teams applications.

a) For **MPI**, first calibration using field indicator will be shown. After that room will be covered for darkness and MPI using Yoke or Prod as per applicable specification-shall be performed on casting. The inspector at the other end will see it through video call. As MPI is with Fluorescent method, the indication are visible in the dark and can be seen through video call.

b) For **UT**, first the calibration of UT machine will be shown to the inspector through video call. After that 02 No. mobile phones will be used for showing the UT on the job. 01 mobile is used for showing the probe movement and other is used for showing the screen of UT machine for indications.

c) The **HARDNESS** on material shall be shown using EQUOTIP HARDNESS TESTER. Before start of testing calibration on standard test block will be shown.

d) **DIMENSION & WALL THICKNESS** will be shown on marking table through video call.

e) For **MECHANICAL TESTING**, first "0" setting of machines will be shown to the inspector. After that dimension of each sample will be shown. The tensile test and impact tests shall be performed on test sample and inspector will witness the same through video call. After completion of test, all measurement on test samples, as applicable, shall be shown to the inspector on video call.

- Remote Inspection to be performed on job, should have no difference w.r.t. routine inspection performed in case of personal attendance of inspector.
- In case, interruption / loss of connectivity is reported by BHEL/ BHEL nominated agency during inspection, the process will be repeated by the vendor.
- Any clarification raised during remote inspection, will be responded immediately by vendor.

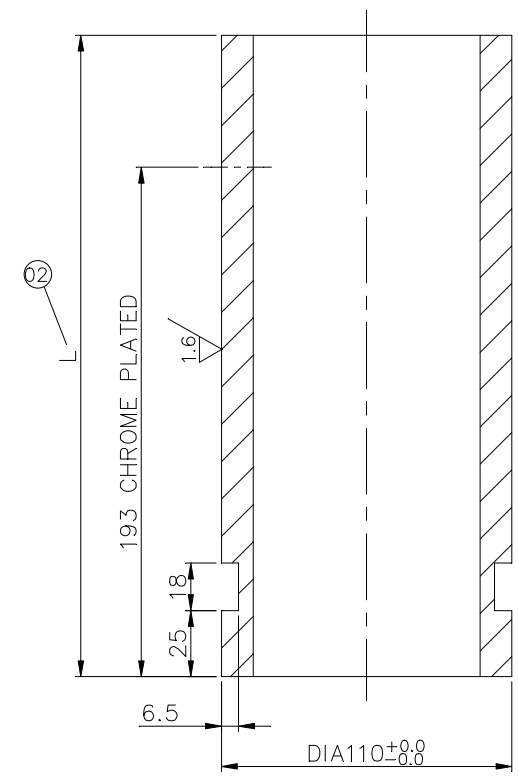
रवीश कुमार चंदेल
वरिष्ठ अभियंता
गुणता आश्वासन

ब्रज भूषण त्रिपाठी
प्रबंधक
गुणता आश्वासन

p'qama kaoNa p'xaopNa/FIRST ANGLE PROJECTION maom iMmailamaTr maom hOM./ALL DIMENSIONS ARE IN mm. (bal)

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 INTEREST OF THE COMPANY.

REV. 04	DATE 01.02.12	ALTERED BY ASHISH GUPTA	REV. 03	DATE 12.12.01	ALTERED BY S.KANT	01660170003	U
HXE-12-F0059			HXE-01-138			WT. I.RAM	sd/- 25.06.88
DRG. SUPERSEDED IN AUTO CAD.			CHANGE DONE AS MARKED			MTE VNA	sd/- 30.06.88
maSalinaMga ? ee0230208 ema MACHINING - AA0230208 m			vaoliMMGga ? ee0621104 kl EaoNal bal WELDING-CLASS 'B' OF AA0621104			gaOsa kiTMGga ? ee0621101 kl saarNal 3 GAS CUTTING-TABLE 3 OF AA0621101	



12.5 / THE REST.

TABLE: -

01	256	6.50
00	243	6.30
VAR	L	W.T.

03 T.R. AFTER MACHINING OUTSIDE SURFACE OF PIPE IS TO BE HARD CHROME PLATED (PLATING THICKNESS MIN.25 MICRON) AS PER SPEC. NO. AA0673612.

Baart hoval [laoi@T/ksa ilaimaToD? r...]
BHARAT HEAVY ELECTRICALS LIMITED,
 RANIPUR, HARDWAR

DEPTT. HXE	SCALE 1:2	WEIGHT (KG) 6.30	ITEM NO. 32
------------	-----------	------------------	-------------

PIPE	DRAWING NO. 41660170026	04
------	-------------------------	----



CORPORATE STANDARD

AA 067 36 12

Rev. No. 04

PAGE 1 OF 6

PROCESS FOR ELECTROPLATING HARD CHROMIUM ON IRON AND STEEL PARTS

1. GENERAL:

This standard details the process for hard chromium plating on iron and steel parts. The coating has anti-seize properties when applied to rotating/reciprocating parts. The deposit is very hard and thick and applied directly on the base metal.

2. APPLICATION:

Used in TG seal liners, TG bodies, ST racks, press dies and to build up worn out parts and salvaging of under sized components.

3. COMPLIANCE WITH NATIONAL STANDARDS:

There is no National Standard covering this process. However, assistance has been derived from the following National Standard regarding surface condition and quality of deposit,

- i) IS: 1337-1993 (Reaffirmed 2001) Electroplated Coatings of Hard Chromium For Engineering Purposes.

4. MATERIALS:

Material CPS NO/IS NO. /Available from

Sulphuric Acid-Technical Grade : AA 54101

Chromic Acid-Electroplating Grade : AA 54104

Barium Hydroxide - A. R. Grade : IS: 6015

~~Anodes (Rigid & Corrugated) : IS: 2606~~

6-8% Tin - Lead Alloy

Kromself Salt-411 {Self regulating high speed bright and hard chrome plating salt} : M/s, Platwel Process And Chemicals, Baroda.

Krome Brite Reducer

Durobrite {Self-regulating hard chromium plating salt} : M/s. Grauer & Weil (i) Limited, Bombay.

Chrosal 'ZH' : M/s. Canning Mitra & Phonix Limited, Bombay

Revision: As per 40th MOM of MRC -CPO

APPROVED:

INTERPLANT MATERIAL
RATIONALISATION COMMITTEE-MRC - CPO

Rev. No. 04	Amd. No.	Reaffirmedd	Prepared HEEP HARDWAR	Issued CORP.R&D	Dt. of 1st Issue Sept. 87
Dt.26.05.2012	Dt:	Year:			

AA 067 36 12

Rev.No. 04

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CORPORATE STANDARD

**5. EQUIPMENT:****5.1 Plating Tank/Vat:**

The tank/vat shall be made of mild steel lined with tin-lead alloy or PVC. The tank shall be equipped with suitable heating device. Efficient fume extraction device shall be installed to avoid pollution. An insulated frame shall be fitted on top of the tank for holding the anode and cathode rods. Facilities shall also be provided for reversing the supply.

5.2 Cold Water Rinsing Tank:

Mild steel tank lined with PVC/FRP

5.3 Hot Water Rinsing Tank:

Mild steel tank with heating arrangement.

5.4 Acid Dip Tank:

PVC or rubber lined mild steel tank

5.5 Alkaline Degreasing Tank:

Mild steel tank with suitable heating device

5.6 Hot Air Drying Arrangement:**5.7 Etching Tank:**

Mild steel tank lined with 6-8% tin-lead alloy or PVC*

6.0 COMPOSITION OF ELECTROLYTE AND OPERATING INSTRUCTIONS:**6.1 Electrolyte (Bath Solution) And Operating Conditions:**

The electrolyte shall be prepared according to any one of the following compositions and operated at the conditions specified below.

Parameter	Composition		
	I	II	III
Name of Salt	Kroinseif-411	Chrosal 'ZH'	Durobrite
Salt Content, g/l	220-300	262	220-300
Temperature °C	50-60	50-60	50-60
Current density (Cathode), A/dm ²	30-40	30-45	20-70
Voltage, V	6-12	5.5-7.0	6-12
Anode to Cathode ratio	1:1-2:1	1:1-2:1	1:1-2:1

* For information only

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CORPORATE STANDARD

AA 067 36 12

Rev. No. 04

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6.2 Preparation Of Electrolyte:

The tank shall be thoroughly cleaned before preparing the solution. The tank/vat shall be filled upto about Two-thirds of its working capacity with **water, preferably demineralised.**

Required amount of chrome salt shall then be added in small quantities to the bath with stirring.

After complete dissolution, the electrolyte shall be brought upto the working level by adding more water and subsequently stirred thoroughly and heated to required temperature.

The solution shall be pre-electrolysed by using dummy cathode at a current density of 20 amp/dm* (for guidance only) to form protective film on anodes.

If the solution is to be made in a new tank, the anode current shall be connected to lining in order to oxidise the lead surface for 3-4 hours. Cold chrome solution shall not be added to the new lead lined tank.

6.3 Analysis of the Electrolyte:

The electrolyte shall be analysed after initial make up and subsequently at suitable intervals.

The concentration of the electrolyte shall be maintained at the following limits.

	A	B
Chromic acid, g/l	200 - 250	250 - 400
Sulphate, as H ₂ SO ₄ g/l	1.2 - 1.6	1.6 - 4.0

6.4 Maintenance of Electrolyte:

If the solution is low in *chromic acid*, required amount of chrome salt shall be added.

Density of the electrolyte shall be maintained, by adding required quantity of chrome salt.

Sulphate content shall be maintained, as recommended, by either adding chrome salt or sulphuric acid.

Excess sulphate shall be removed by adding 3 grams of barium hydroxide for each gram of sulphate.

A close check on trivalent chromium and iron content of the plating solution is necessary for efficient hard chromium deposit. The total of Oxide (Cr₂O₃ + Fe₂O₃) shall not be allowed to exceed 10 g/l.

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AA 067 36 12

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CORPORATE STANDARD**6.5 Composition of Anodic Etching Solution:**

Sulphuric acid (Aqueous solution): 300 g/l.

Note:

If separate anodic etching tank is not available, etching can be done in the plating tank but use of the plating tank for this purpose leads to contamination with dissolved iron.

7. PROCESS:**7.1 Cleaning:**

All articles shall be properly cleaned as described in the BHEL Standard AA 067 36 01: Process For Cleaning And Preparation Of Metal Surfaces Prior To Electroplating.

If required, electrolytic cleaning may also be carried out

7.2 Rinsing:

All articles shall be rinsed thoroughly after cleaning to avoid contamination of the plating solution.

7.3 Acid Dip:

All articles shall be given a dip in 10% H₂SO₄ at shop temperature.

7.4 Rinsing:

All articles shall then be rinsed in cold running water.

7.5 Etching:

All articles shall be etched by making them anodes in the plating tank with reversed supply. The etching shall be carried out at 6+2V for 30 to 60 seconds.

7.6 After etching. The current will be reversed so that the articles are made cathodes.

7.7 Plating:

The articles shall be plated initially at a higher current density of 46.5 amp/dm² for 5 minutes, then reduced to 30 amp/dm² without interruption of current for a duration which will depend on the thickness of the deposit required.

Temperature and voltage shall be recorded during plating.

CS-898 13/0/15



CORPORATE STANDARD

AA 067 36 12

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PAGE 5 OF 6

7.8 Cold Rinsing:

After removal from the plating bath, all articles shall be rinsed thoroughly in cold running water till all traces of chrome solution are removed.

7.9 Hot Rinsing:

Finally all articles shall be rinsed in clean hot water (temperature 70-90° C) and dried in hot air drying equipment.

8. HEAT TREATMENT:

8.1 Stress Relief Before Plating (Optional):

Steel parts which have been ground or subjected to severe machining after tempering shall normally be stress relieved by maintaining them at $200^{\circ} \pm 10^{\circ}\text{C}$ for not less than one hour or preferably for 30 minutes at the highest temperature within the limit imposed by the tempering temperature.

8.2 Heat Treatment After Plating:

Whenever specified on the order, components subjected to critical fatigue or sustained loading stresses in service and made from severely cold worked steels or from steels exceeding 1000 N/mm^2 tensile strength shall be subjected to heat treatment as per IS: 1337,

9. CARE OF ANODES:

It is recommended that new anodes be worked at maximum voltage and current for one hour to ensure formation of dark chocolate film.

If the anode is allowed to 'idle' owing to insufficient contact, the chocolate brown film will gradually be converted to yellow lead chromate. If this film is formed or the anode becomes covered with a thick hard scale, it shall be brushed down to the metal surface and then worked at maximum voltage and current for one hour to ensure reformation of the correct anode film.

Under no circumstances the level of the electrolyte shall be allowed to raise above the level marked and anode.

Under no circumstances the anode shall be put on the cathode rod and allowed to become coated with metallic chromium and then used again on the anode rod.

10. PRECAUTIONS:

Electrolyte shall be covered when not in use. The solution shall always be blanked with polypropylene chroffles.

Any chemical that may be necessary to be added shall be dissolved in a part of original solution before adding it to the tank/vat. It shall be poured in through a filter.

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AA 067 36 12

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CORPORATE STANDARD

All precautions shall be taken to avoid dragging in of chloride ions either from plating solution or from water to the plating tank.

Any article that becomes lodged in any part of the tank/vat shall be removed immediately.

11. INSPECTION AND QUALITY OF DEPOSIT:

When tested in accordance with the test methods shown against each, the deposit shall conform to the norms specified below:

11.1 Sampling:

Each component shall be tested.

11.2 Condition of Surface:

The coating shall be smooth and bright and substantially free from pits, nodules and cracks readily visible to unaided eye. The unplated areas shall be free from corrosion and chromium deposits.

11.3 Hardness:

The Vicker's hardness number of the deposit when measured with 1 kg load shall not be less than 700 HV. Minimum thickness of coating for hardness measurement shall be 0.07 mm. Where direct determination of hardness is not possible separate sample shall be used.

11.4 Thickness of Deposit (IS: 3203):

Shall be within + 15% of the required thickness.

11.5 Adhesion (IS: 1337) (Type Test):

Shall firmly adhere to the basis metal and shall not show any signs of exfoliation, blistering or uncoated areas.

12.0 REFERRED STANDARDS (Latest Publications including Amendments)

1) IS: 2606 2) IS: 3203 3) IS: 6015 4) AA 541 01 5) AA 541 04 7) AA 067 36 01

8) JS:1337

CS-898 13/3/13



CORPORATE PURCHASING SPECIFICATION

AA10455

Rev No. 10

PAGE 1 of 2

CARBON STEEL SEAMLESS PIPES FOR HIGH TEMPERATURE SERVICE**(ORDERING DESCRIPTION FOR ASME SA106, Gr: B ATTESTED MATERIAL)****1 GENERAL:**

The pipes shall conform to the latest version for ASME SA106, Gr:B and comply with the following additional requirements.

2 APPLICATION:

For high temperature service at stress levels and temperatures allowed by ASME Boiler & Pressure Vessel Code, Section I & Indian Boiler Regulations.

3 DIMENSIONS AND TOLERANCES:**3.1 Sizes**

Pipe OD X Thickness shall be as specified on BHEL order. Unless otherwise specified, pipes shall be supplied in single random lengths of 4.8 to 6.7 meters.

3.2 Tolerances

As per ASME SA 530

4 MANUFACTURE

Either hot finished or cold drawn.

5 CHEMICAL COMPOSITION

Carbon content shall be restricted to 0.25%, max

6 MECHANICAL PROPERTIES**6.1 Bend Test**

One pipe per melt / size upto 60.3mm OD (nominal size) shall be subjected to bend test as per ASME SA106.

6.2 Flattening

One pipe per melt / size over 60.3 mm OD (nominal size) shall be subjected to flattening test at one end of the pipe as per ASME SA106.

For pipes of sizes 10 inches and above (≥ 254 mm) may be bend tested as per ASME SA106.

7 HYDROSTATIC TEST / NDT

Each length of pipe shall be subjected to Hydrostatic test as per ASME SA530.

As an alternative to the Hydrostatic test, each length of pipe shall be subjected to NDT as given below:

- a) For thickness upto 3.6mm, inclusive, Eddy current test as per ASME SE309 or for thickness upto 12mm, inclusive, Flux leakage test as per ASME SE570

or

Revisions: Cl.No.10 revised in line with latest IBR requirement

APPROVED:
INTERPLANT MATERIAL RATIONALISATION
COMMITTEE - MRC(FCF+HTM)

Rev No.10	Amd No.	Reaffirmed	Prepared HPBP, Trichy	Issued Corp.R&D	Dt. of 1 st Issue June, 1978
Dt:08-12-2018	Dt:	Year:			

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DRC-5210

CS - 944

21/1/18

AA10455

Rev No. 10

PAGE 2 of 2

CORPORATE PURCHASING SPECIFICATION

b) Ultrasonic test as per ASME SE213.

Norms of acceptance shall be as specified in the respective standards mentioned above.

8 INSPECTION AT SUPPLIER'S WORKS

BHEL's representative shall have free access at all times to all parts of the manufacture's works, until the work on the contract of BHEL is being performed. The manufacturer shall offer BHEL's representative all reasonable facilities, without charge, to satisfy the latter that the material is being furnished in accordance with the specification.

9 REPAIRS

- 1) Repair involving fusion welding is prohibited.
- 2) When defects are repaired by mechanical means, the wall thickness requirements shall be satisfactorily met with and the surfaces shall be smoothly dressed up without any sharp edges.

10 CERTIFICATION:

Certification in IBR Form III-A for finished pipes from "IBR-Well Known Pipe Maker" or "Inspecting Authority", as applicable, shall be submitted to BHEL.

11 PACKING AND MARKING:

As per BHEL Standard AA0490001.

12 REJECTION & REPLACEMENT

If each length of pipe does not comply with the requirements of this specification during receipt inspection at BHEL or if any defect is found during further processing of pipes BHEL reserves the right to reject the whole consignment and the supplier shall replace the material free of cost. The rejected material shall be taken back by the supplier after fulfilling the commercial terms and conditions

13 REFERRED STANDARDS (Latest publications including amendments):

- | | | | |
|---------------|--------------|---------------|---------------|
| 1) ASME SA530 | 2) ASTM A370 | 3) ASME SE309 | 4) ASME SE570 |
| 5) ASME SE213 | 6) AA0490001 | | |

CS-944 24/12/18

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 28.05.2018,29.5.2019 & 04.6.2020, it is hereby certifying that we

.....

(supplier name) are(Class-I/Class-II) local supplier and will meet the requirement of minimum local content of (50%/20%) as defined in public procurement order dated 04.6.2020 for 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 & Signature of Supplier



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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27. NOTE..... 12

1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

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

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

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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.

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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.

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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.