

**M/S. OPEN TENDER****DUEDATE****28-11-2022**

BHEL

HARIDWAR249403

**Vendor Code****00001**

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	W98413601452 DRG: 31360301128 REV: 1 INSULATION TUBE SPEC: TG60251 REV: 04	1	NO	1	1 31/12/22
2	W98414200087 INSULATION TUBE SPEC: TG60251 REV: 04 SIZE: 20.5I/DX1.3X27	50	NO	1	50 31/12/22
3	W98413602025 DRG: 31360301187 VAR 01 REV: 03 INSULATION TUBE SPEC: TG60251 REV: 04	1	NO	1	1 31/12/22
4	W98413601924 DRG: 31360301186 REV: 02 INSULATING TUBE SPEC: TG60251 REV: 04	2	NO	1	2 31/12/22
5	W96413507241 DRG: 31350601175 VAR 01 REV: 00 CONDUIT PIPE SPEC: TG60251 REV: 04	1	NO	1	1 31/12/22
6	W96413507233 DRG: 31350601175 VAR00 REV: 00 CONDUIT PIPE SPEC: TG60251 REV: 04	1	NO	1	1 31/12/22
7	W98414301452 DRG: 31430701073 REV: 00 INSULATING TUBE SPEC: TG60251 REV: 04	6	NO	1	6 31/08/23
8	W96414301159	5	NO	1	5 31/08/23

MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO
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DRG: 31430901072 REV: 02  
INSULATING TUBE  
SPEC: TG60251 REV: 04  
GRADE: 2A

9 W96414301167 15 NO 1 15 31/08/23

DRG: 31430901073 REV: 02  
INSULATING TUBE  
SPEC: TG60251 REV: 04  
GRADE: 2A

10 W96414301175 5 NO 1 5 31/08/23

DRG: 31430901076 REV: 02  
INSULATING TUBE  
SPEC: TG60251 REV: 04  
GRADE: 2A

11 W96413503300 1 NO 1 1 31/03/23

DRG: 3135060111800 REV: 01  
CONDUIT FOR RTD CABLE  
SPEC: TG60251 REV: 04

12 W96413503394 1 NO 1 1 31/03/23

DRG: 3135060111801 REV: 01  
CONDUIT FOR RTD CABLE  
SPEC: TG60251 REV: 04

13 HW2571089021 4 MR 1 4 31/03/23

TUBE MADE FROM INSULATING  
MATERIAL  
SPEC: TG60251 REV: 04  
SIZE: 188X8  
DIM.: IDXT  
GRADE: GLS INSUL

\*\* IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Standard Instructions:  
TEST CERTIFICATE REQUIRED.

MATERIAL CODE	QUANTITY	UNIT	LOTNO
ITEM DESCRIPTION			

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GUARANTEE CERTIFICATE REQUIRED.  
PRE-INSP AT YOUR WORKS PRIOR DESP.  
BASIC RATES, TAXES & DUTIES SEPERATELY

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Special Instructions:  
As per detailed NIT.

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General Instructions:

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

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

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

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

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018

Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

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**BHARAT BHUSHAN**  
**Dy. Manager**



BHARAT HEAVY ELECTRICALS LIMITED  
HEEP HARIDWAR INDIA-PIN 249403  
PHONE NO: +91 1334-28-5021

**OPEN TENDER (Insulation Tube and Conduit Pipe)**

Dear Sir/Madam,

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

**Two Part Bids are invited on NIC Portal for the supply of the following items.**

Sl. No.	Tender No.	Item Description	Qty. (NOs)	Last date to get documents	Opening date & time
1.		MATERIAL CODE: W98413601452 INSULATION TUBE DRG: 31360301128 REV: 01 SPEC: TG60251 REV: 04	01 NOs	28/11/2022 (up to 13.45 Hrs.)	28/11/2022 (at 16: 00 Hrs.)
2.		MATERIAL CODE: W98414200087 INSULATION TUBE SPEC: TG60251 REV: 04 SIZE: 20.5I/DX1.3X27	50 NOs		
3.		MATERIAL CODE: W98413602025 INSULATION TUBE DRG: 31360301187 VAR 01 REV: 03 SPEC: TG60251 REV: 04	01 NOs		
4.		MATERIAL CODE: W98413601924 INSULATING TUBE DRG: 31360301186 REV: 02 SPEC: TG60251 REV: 04	02 NOs		
5.		MATERIAL CODE: W96413507241 CONDUIT PIPE DRG: 31350601175 VAR 01 REV: 00 SPEC: TG60251 REV: 04	01 NOs		
6.	<b>2S-110 E/E242/2022/1634C1</b>	MATERIAL CODE: W96413507233 CONDUIT PIPE DRG: 31350601175 VAR:00 REV:00 SPEC: TG60251 REV: 04	01 NOs		
7.		MATERIAL CODE: W98414301452 INSULATING TUBE DRG: 31430701073 REV: 00 SPEC: TG60251 REV: 04	06 NOs		
8.		MATERIAL CODE: W96414301159 INSULATING TUBE DRG: 31430901072 REV: 02 SPEC: TG60251 REV: 04 GRADE:2A	05 NOs		
9.		MATERIAL CODE: W96414301167 INSULATING TUBE DRG: 31430901073 REV: 02 SPEC: TG60251 REV: 04 GRADE: 2A	15 NOs		
10.		MATERIAL CODE: W96414301175 INSULATING TUBE DRG: 31430901076 REV: 02 SPEC: TG60251 REV: 04, GRADE:2A	05 NOs		
11.		MATERIAL CODE: W96413503300 CONDUIT FOR RTD CABLE DRG: 3135060111800 REV: 01 SPEC: TG60251 REV: 04	01 NOs		

12.	MATERIAL CODE: W96413503394 CONDUIT FOR RTD CABLE DRG: 3135060111801 REV: 01 SPEC: TG60251 REV: 04	01 NOs	
13.	MATERIAL CODE: HW2571089021 TUBE MADE FROM INSULATING MATERIAL SIZE: 188X8, DIM.: IDXT, GRADE: GLS INSUL, SPEC: TG60251 REV: 04	04 NOs	

Tenders will be received up to 13:45 Hrs. (IST) on opening date and opened on the same day at 16:00 Hrs. (IST) through **BHEL NIC portal i.e. <https://eprocurebhel.co.in/nicgep/app>**. This notification shall not be published in Indian as well as International Newspaper. **Please note that tender received on NIC portal after due date & time will not be opened.** BHEL will not be responsible for any type of delay (Technical Problem) in submission of offer.

- The tender documents can be downloaded from **Govt. NIC Portal i.e. <https://eprocurebhel.co.in/nicgep/app>** as well as from our web site [www.bhel.com](http://www.bhel.com) or [www.hwr.bhel.com](http://www.hwr.bhel.com). Tenderers can get relevant specifications & drawings of the above items prior to due date against copy of FCA in soft copy by email to [bharat-b@bhel.in](mailto:bharat-b@bhel.in) &/or [puneet.krishna@bhel.in](mailto:puneet.krishna@bhel.in). However, original must be submitted with Part-I bid.
- FCA is required to be signed & stamped on every page after filling relevant details.
- BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by the vendor are not suiting, BHEL may also ignore the offer of the vendor.
- The bids shall be submitted in two parts, as described below, on or before the due date. Part-II (price bid) of qualified bidders, shall be opened at a later date.
  - Part I – Pre-qualification requirement (Annexure-A), tender fee Rs. 2,000/- (if hard copy of tender related documents is provided to bidder), FCA (Annexure-E), BHEL GISTC (Annexure F), Techno - Commercial Bid and replica of price-bid (without price).
  - Part II – Price Bid in enclosed BOQ Format (mention unit price in figures & words).
- Offers of only those vendors who fulfill the Minimum/Pre Qualifying Requirements & Quality Requirements (as per Annexure-A) will be considered for further technical evaluation.
- Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.
- Other cross referred documents can be obtained by email to [bharat-b@bhel.in](mailto:bharat-b@bhel.in) &/or [puneet.krishna@bhel.in](mailto:puneet.krishna@bhel.in). Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.
- **The total quantity may undergo change at the time of ordering.** The details of each item with required deliveries are given in **ANNEXURE-D (Details of Items)**.
- Vendors must fulfill **Pre Qualifying Requirements (Annexure-A)** and **Quality requirement (Annexure-B)** as mention in NIT. Please confirm to submit clause wise compliance of PQR (annexure-A). Offers of those vendors who fails to provide documents/clarifications/fulfill the PQR, after part-1 opening shall be liable for rejection & informed thereupon.
- Prices are to be written in both figures & words. In case of any difference between the two, the figure written in words shall be considered for Evaluation. No over writing shall be applicable in that case.
- BHEL reserve the right to reject any or all the bids/Quotations without assigning any reason thereof. BHEL also reserve the right to increase or decrease the tender quantity. bidders should be prepared to accept order for reduced quantity without any Extra charges.
- Amendment/corrigendum, of any, will be hosted on our website only. Other terms and conditions shall be as per tender documents.

- Revision of rate is not acceptable unless asked by BHEL due to major change in drawing/specification/tender quantity.
- This requirement is divisible in nature material code wise, hence quantity distribution in any respect such as MSE Vendors benefit shall be applicable as per extent rule.
- Since case value is less than 5.0 Lacs, this case shall be exempted from all the clause of Make in India dtd: 16.09.2021 and subsequent order(s).
- Since case value is less than Rs. 5.0 Lacs, EMD shall not be applicable for this case.

**1. Indigenous Supplier:**

Please quote your rates on FOR Door Delivery basis. However, the insurance will be arranged by BHEL. You can dispatch goods through any Indian Bank Association approved transporters having their branch at Haridwar/destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at our hwr.bhel.com website. If any bidder still quotes on other than FOR destination basis, then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry/freight rate available with BHEL.

**2. Foreign suppliers:**

(A) **SEA CONSIGNMENTS:** Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F Landing Port. However, the order shall be placed on C&F / CIF basis.

- **AIR CONSIGNMENTS:** Please quote your rates with both the options (a) FCA dispatching Airport & (b) CPT Landing Airport.

• **Treatment of offers submitted by agents in OT –**

1. Either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/supplier could bid directly but not both.
2. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
3. The agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.

- The authorization letter from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. In case order is to be placed and executed by the agent, the following aspects are to be ensured:

(a) The manufacturer should meet the PQR requirement as defined in the tender.

(b) In order to establish capability of agent to execute the order, the agent should have annual turnover of at least equal to the estimated value of the goods required under the subject tender during one Financial Year and the Net worth of the bidder(agent) should be positive.

(c) Manufacturer and bidder should Jointly confirm Guarantee for the Quality of product and timely delivery as stipulated in the NIT.

- BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit/interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals/companies– representative/adviser/retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work/stockiest not registered specifically etc. are agents) The bidders (originals manufacturers) will have to submit ink-signed offer/bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.
- E-invoicing under GST is being implementing w.e.f. 01.10.2022 for all the taxable persons having turnover more than Rs 10 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.

- In case the vendor / contractor delays or fails to provide all 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. 01.04.2021.
- In case of any deviation from GISTC Rev-06, please clearly mention in your offer. BHEL reserve the right for non-consideration of offer in case of deviation from GISTC.
- The evaluation currency for this tender shall be INR, hence quotations shall be submitted in INR only.
- Revision of rates is not acceptable unless asked by BHEL due to major change in drawing / specification / tender quantity.
- MSE\*\* Suppliers can avail the intended benefits only if they submit along with 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 CA certificate (Format enclosed as per Annexure - 3 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 bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
- MSE benefits 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.**
- Interested bidders must submit complete offer on or before due date through NIC portal.
- **Standard instructions-**
  1. Test Certificate (TC) Required.
  2. Guarantee certificate required.
  3. Basic rate, taxes & Duties separately.
  4. Pre-Inspection will be done by BHEL/BHEL nominated inspection agency Intertek at suppliers works before dispatch as per BHEL approved QAP.
- **Documents with this tender attached are: -**
  1. Pre-Qualification requirement (Annexure-A).
  2. Quality Requirements (Annexure-B).
  3. Instruction to bidders for bid preparation (Annexure-C).
  4. Item Detail and delivery schedule (Annexure-D).
  5. Framework Confidentiality Agreement FCA (Annexure-E)
  6. General Term and condition (GISTC) applicable for this tender(Annexure-F)
- **All correspondence therefore, shall be addressed to the following persons: -**  
Unregistered vendors may avail the soft copies of relevant specification and drawing by submitting the endorsed copy of attached FCA to either of the following contacts / e-mail IDs:

<b>Mr. Bharat Bhushan</b> <b>Designation: Dy. Manager (PPX-EM)</b> 4 <sup>th</sup> Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttrakhand, India <a href="mailto:bharat-b@bhel.in">Email ID: bharat-b@bhel.in</a> Tel: +91 1334 28 5021 Mob- 9917628376	<b>Mr. Puneet krishna</b> <b>Designation: Dy. Engr. (PPX-EM)</b> 4 <sup>th</sup> Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttrakhand, India <a href="mailto:puneet.krishna@bhel.in">Email ID: puneet.krishna@bhel.in</a> Tel: +91 1334 28 5749 Mob- 9627355380
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For any further details please log on to [www.bhel.com](http://www.bhel.com) or [www.etenders.gov.in](http://www.etenders.gov.in) or [www.hwr.bhel.com](http://www.hwr.bhel.com)

## Annexure-A

Vendor  
Compliance

PQR No:-ISE&CPL/2021-22/082\_2

### PRE-QUALIFICATION REQUIREMENTS (TECHNICAL) FOR TUBES MADE FROM INSULATING MATERIAL (TG60251)

**INTRODUCTION:** These are circular tubes rolled from fibre glass fabric or rovings with polyester resin or cybaliphatic epoxy resin as binder. The temperature index shall be  $\geq 155^{\circ}\text{C}$  as per VDE 0318 part 2. Tubes are manufactured by rolling process, not by compression molding process. These tubes should withstand Min. 30KV for 1 minute for 8mm thick tube and CTI of 600 (375) M.

1. **EXPERIENCE:** The vendor should have the experience of successfully manufacturing and supplying circular tubes using above mentioned manufacturing process and raw material to OEMs of Generators of capacity 200MW and above. In support of which, vendor to submit the following documents: -
  - 1.1. Unpriced Copies of two successfully executed purchase order of circular tubes manufactured by above process & raw material for application in Generator of capacity 200MW and above, of which at least one P.O. should be of the material supplied during the last seven years from the date of issuance of enquiry.
  - 1.2. Copy of Test Certificates pertaining to at least anyone of purchase orders submitted as per clause 1.1.
  - 1.3. Vendor to submit documentary evidence of acceptance of material, pertaining to the purchase order for which TC has been submitted as per clause 1.2.
2. **MANUFACTURING FACILITIES:** Vendor to confirm that they have all the in-house facilities for manufacturing the above tubes, meeting the requirements as per BHEL specification TG60251 Rev. 04 and also to provide the details of the same.
3. **TESTING FACILITIES:** Vendor to confirm that they have in-house test facilities, sufficient to carry out all the tests as per enquired specification TG60251 Rev. 04 and also to provide the details of the same. In case vendor plans to conduct test at an external testing agency lab, the lab should be NABL/ILAC/APLAC approved lab.
4. Vendor to provide the details/TC of raw materials being used for manufacturing of the enquired item.
5. Vendor to confirm the detailed technical requirements given in the enquired specification and drawing.
6. Vendor who is supplying this item to BHEL for the first time has to submit one complete set of free sample (Non-Returnable) as per Table – 1 for testing the material as per Clause 6 of BHEL specification TG60251 Rev 04. Vendor will be qualified on the basis of successfully passing the test of submitted samples, in addition to qualifying other requirements of PQR.

Table - 1

S.No	Test Parameter	Dimension (in mm) Length x Width x Thickness	Min. No of samples
1	Specific Gravity	20 x 20 x 8	2
2	CTI	20 x 20 x 8	2
3	Cross Breaking Strength @RT	120x15x 8	4
4	Cross Breaking Strength @100°C	120x15x 8	4
5	Glass Content	30 x 30 x 8	2
6	Electrical strength	Approx. 500 mm long tube	1
7	Softening Temperature	20 x 20 x 8	2

**Note:** All samples have to be machined from the circular tubes manufactured by same method/process as of the actual component.

#### NOTES

- a) BHEL reserves the right to verify the information submitted by the vendor. In case the information is found to be false or incorrect, the offer shall be rejected.

PQR No:-iSE&amp;CPL/2021-22/045\_1

**PRE-QUALIFICATION REQUIREMENTS (TECHNICAL) FOR  
CONDUIT FOR RTD CABLE (TG60251)**

**INTRODUCTION:** Conduit for RTD Cables are round tubes rolled from fibre glass fabric or rovings with polyester resin or cyloaliphatic epoxy resin as binder. The temperature index shall be  $\geq 155\text{C}$  as per VDE 0318 part 2. Tubes are manufactured by rolling process, not by compression molding process. These tubes should withstand Min. 30KV for 1 minute for 8mm thick tube and CTI of 600 (375) M.

**EXPERIENCE:** The vendor should have the experience of successfully manufacturing and supplying Round & Hollow tubes of outer diameter 40 mm & above with bending radius of 1.5 mtr & above (manufactured by above process & raw material) to OEM of Generator of capacity 200MW and above. In support, vendor to submit the following documents: -

- 1.1. Unpriced Copy of two successfully executed purchase order of Round & Hollow tubes of Outer diameter 40 mm & above (manufactured by above process & raw material) with bending radius of 1.5 mtr & above for application in Generator of capacity 200MW and above, of which at least one P.O. should be of the material supplied during the last ten years from the date of issuance of enquiry.
  - 1.2. Copy of Test Certificate pertaining to any one of the purchase orders submitted as per clause 1.1.
  - 1.3. Vendor to submit documentary evidence of acceptance of material, pertaining to purchase order for which TC has been submitted.
2. **MANUFACTURING FACILITIES:** Vendor to confirm that they have all the in-house facilities for manufacturing the above Conduit, meeting the requirements as per BHEL specification TG60251 Rev. 04 and also to provide the details of the same.
  3. **TESTING FACILITIES:** Vendor to confirm that they have in-house test facilities, sufficient to carry out all the tests as per enquired specification TG60251 Rev. 04 and also to provide the details of the same. In case vendor plans to conduct test at an external testing agency lab, the lab should be NABL/ILAC/APLAC approved lab.
  4. Vendor to provide the details/TC of raw materials being used for manufacturing of the enquired item.
  5. Vendor to confirm the detailed technical requirements given in the enquired specification and drawing.
  6. Vendor who is supplying this item to BHEL for the first time has to submit one complete set of free sample (Non-Returnable) as per Table - 1 for testing the material as per Clause 6 of BHEL specification TG60251 Rev 04. Vendor will be qualified on the basis of successfully passing the test of submitted samples, in addition to qualifying other requirements of PQR.

Table - 1

S.No	Test Parameter	Dimension (in mm) Length x Width x Thickness	Min. No of samples
1	Specific Gravity	20 x 20 x 8	2
2	CTI	20 x 20 x 8	2
3	Cross Breaking Strength @RT	120x15x 8	4
4	Cross Breaking Strength @100°C	120x15x 8	4
5	Glass Content	30 x 30 x 8	2
6	Electrical strength	Approx. 500 mm long tube	1
7	Softening Temperature	20 x 20 x 8	2

**Note:** All samples have to be machined from the circular tubes manufactured by same method/process as of the actual component.

**NOTES**

- a) BHEL reserves the right to verify the information submitted by the vendor. In case the information is found to be false or incorrect, the offer shall be rejected.

## **Annexure-B**

### **Quality requirement**

1. Pre-Inspection will be done by BHEL/BHEL nominated inspection agency Intertek at suppliers works before dispatch as per BHEL standard QAP QA/BE/QP/047 Rev-09.
2. Vendor to submit detailed clause wise Test Certificates (TCs) as per BHEL specification no. TG60130 Rev-03 & BHEL standard QAP QA/BE/QP/047 Rev-09 and Guarantee Certificate (GC) for 12 months along with dispatch documents at the time of delivery.
3. Vendor to submit Dully filled PQR Sheet (Annexure-A) along with required documents, detailed Technical Offer with mentioning complete technical details and endorsed copy of BHEL standard QAP QA/BE/QP/047 Rev-09 along with their offer for faster processing of case.

**Note: -**

1. BHEL will consider only those bidders for technical scrutiny, who will qualify Pre - Qualification requirement.

## **Annexure-C**

### **INSTRUCTIONS TO BIDDERS**

#### **DETAILS OF COMPOSITION OF PART-I (PQR and Technical Bid) & PART-II (PRICE BID)**

#### **Part-I – (Pre/Minimum Qualification requirement, NDA, EMD & Technical Bid) (to be submitted in separate envelope)**

1. Offer shall be submitted through BHEL NIC Portal i.e. <https://eprocurebhel.co.in/nicgep/app>.
2. Confirmation to Pre/Minimum Qualification Requirement as per 'Annexure-A' along with supporting documents (for unregistered vendors in material category). Page reference in line to our PQR must be placed along with PQR.
3. **EMD:** - shall not be applicable for this case.
4. **NDA** – Non-disclosure Agreement is required to be signed & stamped on every page after filling relevant details. **Only after acceptance of NDA/FCA, relevant drawings/Specification will be furnished.**
5. **Tender Fee-** Tenderer will have to pay non-refundable tender fee of Rs 2000/- in favor of BHEL, Haridwar for obtaining relevant specification and drawing in hardcopy. However, tenderer can get the relevant specification and drawing in soft copy by email to [bharat-b@bhel.in](mailto:bharat-b@bhel.in) &/or [puneet.krishna@bhel.in](mailto:puneet.krishna@bhel.in) along with copy of NDA/FCA, **in that case no tender fee is required.**

#### **(Technical Bid) (to be submitted in separate envelope)**

6. The SRF (as applicable) duly filled up will be assessed for manufacturing capability quality systems being followed, organizational soundness and financial worthiness. The same shall be submitted online by un-registered vendor only who are not registered with BHEL, Haridwar for tendered items in respective material category. Please visit for online registration at <https://supplier.bhel.in>. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website. Application registration no should be mentioned in the techno commercial offer.
7. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid giving FOB, C&F rate and delivery schedule.
8. Validity of offer to be indicated i.e. **Validly shall be 120 days from date of part-1 opening.**
9. Please confirm for LD clause in your offer and any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty (i.e. 10 % of respective delayed supply) under late delivery clause if not agreed by the vendor for the purpose of comparative statement.
10. **Annexure- A & B** Point wise compliance sheet for technical/commercial terms and conditions. i.e. signed and stamped on each page.
11. **Part-I** – Techno-commercial bid must also contain replica of Price Bid (without Prices).
12. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**

**PART –II (Price Bid) (to be submitted in separate BOQ in NIC portal)**

1. Price bid (Part-II) shall be opened at a later date of only those vendors who qualify Part-I bid through Govt. NIC Portal only.
2. Price bid with prices to be submitted in enclosed BOQ format as Part-II of the tender.
3. Prices should remain firm till the execution of the order.
4. In case of foreign vendors, prices to be quoted on FOB & C&F Mumbai (India) basis separately in INR/EUR/JPY/USD currency only. In case of FOB, Loading port must be mentioned. Please note that Ex-Works price are not acceptable & offer may not be considered.
5. In case of Indigenous vendor, prices must be quoted on FOR- Destination- CPS-HEEP-BHEL basis in INR only.
6. Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.
7. Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.

**COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS as per GISTC R:06**

Quotation against Enquiry No. \_\_\_\_\_ Dated: \_\_\_\_\_ Due on: \_\_\_\_\_

BHEL Standard Terms	Vendor's Acceptance
<p><b>1. Payment terms:</b></p> <p>a) Payment term should be <b>100% payment After Receipt &amp; Acceptance of Material</b> at HEEP, BHEL-Store. Bank Charges shall be Not Applicable.</p> <p>b) 100% payment along with taxes, freight &amp; 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.</p> <p>c) 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.</p> <p>d) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar on bidder's offered prices. The loading criteria for the different payment terms shall be as per BHEL's GISTC (<b>General Instructions and Standard Terms &amp; Conditions</b>).</p>	
<p><b>2. TAXES &amp; DUTIES:</b></p> <p>Applicable taxes and duties during the dispatch of material should be quoted separately in your offer. If nothing is mentioned in offer, same would be deemed included in the quoted price. Kindly confirm.</p>	
<p><b>i. Rate of GST</b></p>	
<p><b>ii. Input Tax Credit Shall be available</b></p>	
<p><b>iii. Any Other Duty:</b></p>	
<p><b>3. Packing Charges</b> shall be included in quoted basic rates.</p>	
<p><b>4. Forwarding Charges</b> shall be included in quoted basic rates.</p>	
<p><b>5. Delivery basis:</b></p> <p>On "FOR BHEL Haridwar" Basis &amp; Freight charges shall be inclusive in quoted basic rates.</p>	
<p><b>6. Delivery Period:</b></p> <p>Please quote your shortest time period required for supply of material.</p>	
<p><b>7. Dispatch of Material:</b></p> <p>Items should be dispatched through BHEL approved transporters, however Indian bank approved transporters having their branch at Haridwar (details available at <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a>) may be considered for dispatch of material. However in case dispatch through IBA approved transporter demurrage/any other charges shall be borne by supplier. In case dispatch made through un-approved transporters payment shall be made after receipt &amp; acceptance of material only and demurrage/any other charges shall be borne by supplier.</p>	

<p><b>8. Transit Insurance</b> Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order. Please send your offer keeping this in view.</p>	
<p><b>9. Late delivery penalty Clause:</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Date of Receipt of material at BHEL Haridwar Shall be treated as date of delivery for penalty purpose.</li> <li>• In case of non –acceptance to LD clause, bidder’s offer will get loaded up to maximum 10 % to decide L1.</li> <li>• BHEL reserves the right to reject the bidder’s offer.</li> </ul>	
<p><b>10. RISK PURCHASE.</b> Bidder to confirm that they have read the risk purchase clause as per BHEL’s GISTC and acceptable to them. If bidder does not agree to the said Risk Purchase Clause in GISTC, BHEL reserves the right to reject the offer.</p>	
<p><b>11. Force Majeure.</b> Bidder to confirm that they have read the force majeure clause as per BHEL’s GISTC and acceptable to them. If bidder does not agree to the said Risk Purchase Clause in GISTC, BHEL reserves the right to reject the offer.</p>	
<p><b>12. Offer Validity:</b> Validity of the offer should be minimum 120 days from tender opening date.</p>	
<p><b>13. Deviation</b> Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.</p>	

<p><b>14. Firm &amp; Fixed Price</b> Please confirm that prices shall be firm and fixed till execution of contract. Please note that no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However, if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.</p>	
<p><b>15. Origin of Quotation:</b> The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotation is liable to be ignored.  Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.</p>	
<p><b>16. Settlement of dispute / Arbitration</b> The seat &amp; venue of arbitration shall be Haridwar as per BHEL's GISTC.</p>	
<p><b>17. Test Certificates:</b> Vendor to submit detailed clause wise Test Certificates (TCs) as per BHEL specification no. TG60130 Rev-03 &amp; BHEL standard QAP QA/BE/QP/047 Rev-09 along with dispatch documents at the time of delivery.</p>	
<p><b>18. Guarantee Certificate:</b> Guarantee Certificate (GC) for 12 months shall be provided along with dispatch documents.</p>	
<p><b>19. Quality Requirements:</b> Pre-Inspection will be done by BHEL/BHEL nominated inspection agency Intertek at suppliers works before dispatch as per BHEL standard QAP QA/BE/QP/047 Rev-09.</p>	
<p><b>20. Documents requirement confirmation:</b> Vendor to submit following documents along with their offer for faster processing of case: -</p> <ul style="list-style-type: none"><li>• Dully filled PQR Sheet (Annexure-A) along with required documents</li><li>• Detailed technical Offer.</li><li>• Endorsed copy of BHEL standard QAP QA/BE/QP/047 Rev-09.</li><li>• Duly endorsed copy of BHEL GISTC Rev-06.</li><li>• Duly filled and endorsed compliance sheet.</li></ul> <p><b>Note: Attach separate sheet for additional information if necessary. The above terms &amp; condition supersedes the terms &amp; conditions found contradictory written elsewhere in the tender enquiry and offer of bidder.</b></p> <p>Vendors are requested to comment on each applicable clause and write as "NA" if not applicable. Please attach this sheet with your techno-commercial offer.</p> <p><b>Signature with stamp</b></p>	

**Annexure-D****Item Details and Delivery Schedule**

Sl. No.	Tender No.	Item Description	Qty. (NOs)	Delivery Schedule
1.		MATERIAL CODE: W98413601452 INSULATION TUBE DRG: 31360301128 REV: 01 SPEC: TG60251 REV: 04	01 NOs	31/12/2022
2.		MATERIAL CODE: W98414200087 INSULATION TUBE SPEC: TG60251 REV: 04 SIZE: 20.5I/DX1.3X27	50 NOs	31/12/2022
3.		MATERIAL CODE: W98413602025 INSULATION TUBE DRG: 31360301187 VAR 01 REV: 03 SPEC: TG60251 REV: 04	01 NOs	31/12/2022
4.		MATERIAL CODE: W98413601924 INSULATING TUBE DRG: 31360301186 REV: 02 SPEC: TG60251 REV: 04	02 NOs	31/12/2022
5.		MATERIAL CODE: W96413507241 CONDUIT PIPE DRG: 31350601175 VAR 01 REV: 00 SPEC: TG60251 REV: 04	01 NOs	31/12/2022
6.		MATERIAL CODE: W96413507233 CONDUIT PIPE DRG: 31350601175 VAR:00 REV:00 SPEC: TG60251 REV: 04	01 NOs	31/12/2022
7.	2S-110 E/E242/2022/1634C1	MATERIAL CODE: W98414301452 INSULATING TUBE DRG: 31430701073 REV: 00 SPEC: TG60251 REV: 04	06 NOs	31/08/2023
8.		MATERIAL CODE: W96414301159 INSULATING TUBE DRG: 31430901072 REV: 02 SPEC: TG60251 REV: 04 GRADE:2A	05 NOs	31/08/2023
9.		MATERIAL CODE: W96414301167 INSULATING TUBE DRG: 31430901073 REV: 02 SPEC: TG60251 REV: 04 GRADE: 2A	15 NOs	31/08/2023
10.		MATERIAL CODE: W96414301175 INSULATING TUBE DRG: 31430901076 REV: 02 SPEC: TG60251 REV: 04, GRADE:2A	05 NOs	31/08/2023
11.		MATERIAL CODE: W96413503300 CONDUIT FOR RTD CABLE DRG: 3135060111800 REV: 01 SPEC: TG60251 REV: 04	01 NOs	31/03/2023
12.		MATERIAL CODE: W96413503394 CONDUIT FOR RTD CABLE DRG: 3135060111801 REV: 01 SPEC: TG60251 REV: 04	01 NOs	31/03/2023
13.		MATERIAL CODE: HW2571089021 TUBE MADE FROM INSULATING MATERIAL SIZE: 188X8, DIM.: IDXT, GRADE: GLS INSUL, SPEC: TG60251 REV: 04	04 NOs	31/03/2023

**NOTE:**

1. THE QUANTITY INDICATED ABOVE CAN BE INCREASED/ DECREASED.



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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### 1. GENERAL.

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

### 2. ORIGIN OF QUOTATION.

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

### 3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. \_\_\_\_\_

Dated: \_\_\_\_\_

Due on: \_\_\_\_\_

To,

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

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

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



## BHARAT HEAVY ELECTRICALS LIMITED

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- 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](http://www.bhel.com).
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.
- i) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

#### 4. TENDER OPENING.

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

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

#### 5. SPECIFICATION, DRAWINGS & STANDARD.

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

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



## BHARAT HEAVY ELECTRICALS LIMITED

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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 the company 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, L2 .....Status 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](http://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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HEEP-HARIDWAR, UTTARAKHAND (249403)

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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.

## 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.

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

Payment Terms	Days of
---------------	---------

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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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	Loading
After Receipt & Acceptance of material within 75 days of supply.	<b>No Loading</b>
Against Delivery at BHEL-Stores Haridwar.	<b>45</b>
Against documents through bank (CAD):	<b>45</b>
Letter of Credit (LC)	<b>120</b>
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.

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

### 11. TAXES & DUTIES.

- The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- 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".
- 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.
- 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.
- 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.

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

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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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- 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](http://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.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be



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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 Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in

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

### 19. FORCE MAJEURE CLAUSE.

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

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

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



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- 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 make 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 substitutive 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 (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



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



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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.
- E. Requirement of Purchase Preference:



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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, then 50% of remaining Quantity (after allocation of 25% to



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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

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



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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.