



A Maharatna Company
ISO 9001 Company
ISO 50001 Company

भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(A Government of India Enterprise)
High Pressure Boiler Plant
Tiruchirappalli - 620 014

MATERIALS MANAGEMENT

4th Floor, 24 Bldg. HPBP BHEL, Trichy-620014

Phone: 0431 - 257 8109, 7446; E-mail: kevin@bhel.in, mohann@bhel.in; www.bhel.com

NOTICE INVITING e-TENDER

Ref: GEM/2021/96AJD

29.06.2021

Ref : Tender No. BID NO: GEM/2021/B/1318184

Subject : Two-part e-Tender inviting techno-commercial and price bid for supply of FURNACE TEMPERATURE PROBE STARTER BOX FOR COAL FIRED THERMAL POWER PLANT / PANKI PROJECT.

General Instructions

- The tender documents shall be deemed to form an integral part of the purchase order.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Bidders are advised not to wait till the last minutes w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Bidders are advised take due care while quoting the technical and price bid. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- Pre-qualification of vendors will be as per the PQR document. It is mandatory to submit the PQR related documents; else the offer is liable not be evaluated.
- DISCLAIMER CLAUSE: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider for e-tendering is responsible for any failure of submission of bids, due to failure of internet or other connectivity problems or reasons thereof.
- Deviations, if any, may be indicated in the Sub-Delivery Enquiry Deviation Format; else mention NIL DEVIATION
- Inspection & testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL/customer approved QP and all test certificates are to be submitted in complete set as indicated in our specification /QAP. In case of Vendor QP the same shall be submitted for approval along with the offer.

- PAYMENT TERM: 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.
- LIQUIDATED DAMAGES: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
- The terms & conditions in GeM will form part of Contract / Order.
- Techno-Commercial bids of vendors will be evaluated; however, the Price bid will be opened, subject to our customer's approval, else their offer will be rejected. Vendors shall submit credentials for taking up with customer, for their approval.
- Any pre-bid query, kindly contact: Mr. Kevin Ark Kumar, Manager/Materials Management/BOI Tel: 0431-2578109, email: kevin@bhel.in; Mr. N Mohan, Asst./Engineer/Materials Management/BOI Tel: 0431-2577446, email: mohann@bhel.in and get your queries cleared before submitting the offer in EPS. Rates once quoted online in the E-tendering Portal cannot be changed, after due date and shall remain final.

For **Bharat Heavy Electricals Limited**

Kevin Ark Kumar

Manager / Materials Management

Fourth floor, 24 Building

B.H.E.L., Tiruchirappalli – 620 014, Tamil Nadu

Phone: 0431-2578109 / Email: kevin@bhel.in

ITEM CATALOGUE

MATERIAL CODE: L172819618801001

DESCRIPTION: FURNACE TEMPERATURE PROBE STARTER BOX FOR COAL FIRED THERMAL POWER PLANT

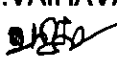
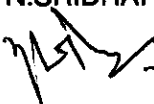
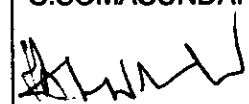
DETAILED DESCRIPTION: Local Starter Box For Furnace Temperature Probe as per the drawing No. 1-96-188-02679, Rev. 04, Quality Plan QA:CI:STD:QP:15, Rev. 05 and Packing procedure QA:CI:STD:PR:02, Rev. 03.

REMARKS:

1. Exterior & Interior Paint shade shall be RAL 7032.
2. Make of accessories shall be as per QA:CI:STD:QP:34, Rev. 04
3. On placement of the Purchase order, Engineering Documents and BOM shall be submitted to BHEL for approval.
4. Manufacturing shall be started, only after getting approval for documents from BHEL.

**BHARAT HEAVY ELECTRICALS LIMITED / TIRUCHIRAPPALLI
CONTROLS AND INSTRUMENTATION/QA/FB**

**STANDARD QUALITY PLAN
FOR
ELECTRICAL PANEL ACCESSORIES**

REV	DATE	PREPARED	REVIEWED	APPROVED		REVISION HISTORY
				ENGG.	QUALITY	
00	16.06.97	-Sd-	-Sd-	-Sd-	-Sd-	Initial release
01	22.02.99	-Sd-	-Sd-	-Sd-	-Sd-	New Vendors Added
02	21.03.02	-Sd-	-Sd-	-Sd-	-Sd-	Dept. name changed & General revision-Based on Engg. discussion.
03	08.01.04	-Sd-	-Sd-	-Sd-	-Sd-	Revised to include the comments /Feedback of internal discussion
04	07.12.07	RM.VAIRAVAN 	N.SRIDHAR 	L.A.E.Fernandez 	S.SOMASUNDARAM 	Vendor list updated. Inputs considered are: • TCE approved List for Jojobera • NTPC approved list for BAP(Sipat). • NTPC approved list for Korba-III. • NTPC approved list for Barh STPP. • Feedbacks obtained during discussion

SL.NO	PRODUCT	APPROVED VENDORS
01	Air Circuit Breaker.	L&T / GEPC / SIEMENS / CONTROLS & SWITCHGEAR Co.LTD / SCHNEIDER-MERLIN GERIN ENERPACT
02	Miniature circuit breaker (MCB).	MDS / CROMPTON GREAVES / INDO - ASIAN / IM / LUPUS / SCHNEIDER ELECTRIC / SIEMENS / L&T – HAGER /INDOKOPP/COOPER BUSMANN /STANDARD
03	Moulded case circuit breaker (MCCB).	L&T / GEPC/ CROMPTON GREAVES / BCH / ABB / SIEMENS / CONTROLS & SWITCHGEAR Co.LTD/ SCHNEIDER ELECTRIC / ANDREW YULE /AREVA
04	Power contactors – AC.	L&T / SIEMENS / CONTROLS & SWITCHGEAR CONTACTORS LTD (TC) / SPRECHER & SCHUH / ANDREW YULE / BCH / GEPC / CROMPTON GREAVES / SCHNEIDER ELECTRIC
05	Power & Auxiliary Contactors – DC.	GEPC / BCH / CONTROLS & SWITCHGEAR CONTACTORS LTD(TC) / SIEMENS / SPRECHER & SCHUH / L&T / SCHNEIDER ELECTRIC/ANDREW YULE.
06	Auxiliary Contactors – AC.	L&T / SIEMENS / ABB / BCH / CONTROLS & SWITCHGEAR CONTACTORS LTD(TC) / CROMPTON GREAVES / GEPC/ SPRECHUR & SCHUH / SCHNEIDER ELECTRIC / ANDREW YULE.
07	Indicating lamp.	SIEMENS / VAISHNAO / GEPC / BCH / L&T - ESBEE / CANDS / TEKNIC / CONCORD / ESSEN / CONTROLS & SWITCHGEAR CONTACTORS LTD(TC)-RASS Series
08	Push Button.	SIEMENS / BCH / TEKNIC / CANDS / L&T - ESBEE / VAISHNAO / GEPC / CONTROLS & SWITCHGEAR CONTACTORS LTD(TC)-RASS Series / SCHNEIDER ELECTRIC/CONCORD.
09	Illuminated Push button	PARAMOUNT / BCH
10	Indicating Instruments.	AE / IMP / MECO / L&T-RISHAB / SIETEX / MASSIBUS/ALSTOM.
11	Switches (Power / Control).	KAYCEE / SIEMENS / L&T / SALZAR/ GEPC / CONTROLS & SWITCHGEAR Co. LTD / SCHNEIDER ELECTRIC / SWITRON (For Control switch only)

SL.NO	PRODUCT	APPROVED VENDORS
12	Thermal Overload Relays.	L&T / SIEMENS / CONTROLS & SWITCHGEAR CONTACTORS LTD (TC) / BCH / GEPC / SPRECHER & SCHUH / CROMPTON GREAVES / SCHNEIDER ELECTRIC/ ANDREW YULE.
13	Protective Relays(Electromechanical).	AREVA / EASUN REYROLLE / ABB / SEG & CONTROLS / SIEMENS.
14	Protective Relays(Microprocessor).	AREVA / ABB / L&T
14	Timers - Electronic.	SIEMENS / ABB / CONTROLS & SWITCHGEAR CONTACTORS LTD((TC) / GEPC / OMRON / SPRECHER & SCHUH / SELECTRON. / BCH
15	Timers - Electro – Pneumatic.	BCH / CONTROLS & SWITCHGEAR CONTACTORS LTD(TC)/ SPRECHER & SCHUH
16	Timers - Synchronous.	L&T - G I C.
17	Annunciators.	IIC / L&T / PROCON / ADVANI OERLIKON / OMRON / PIRI / PECON / SIEMENS/MINILEC
18	Current & Potential transformers.	AE / KAPPA / INDCOIL / PRAYOG / CONTROLS & SWITCHGEAR CONTACTORS LTD(TC) / SIEMENS / APPOLO / PRAGATI / PRECISE / JYOTI / SILKAANS/G&M(For PT only) .
19	Control supply transformers.	AE / KAPPA / INDCOIL / SOUTHERN ELECTRIC / SIEMENS / APPOLO / CONTROLS & SWITCHGEAR / PRECISE / LOGICSTAT/PRAGATI/PRAYOG
20	Terminal block - screw type (terminals & fasteners shall be brass with nickel cadmium plated).	ESSEN / ELMEX (THERMO –PLASTIC TYPE) / TOSHA / ASIA ELECTRIC (IEC MAKE) / CONNECT WELL / TECHNOPLAST / VEECON / PHOENIX/WAGO
21	Terminal Block – Cage Clamp type.	WAGO / PHOENIX / ELMEX
22	Fuse Carriers.	SIEMENS / L&T / S&S / CROMPTON GREAVES / CONTROLS & SWITCHGEAR Co. LTD / GEPC / COOPER BUSSMAN.
23	Fuse Links/Neutral Links.	SIEMENS / L&T / CROMPTON GREAVES / CONTROLS & SWITCHGEAR Co.LTD/ GEPC / CANDS / COOPER BUSSMAN.

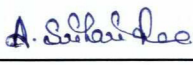
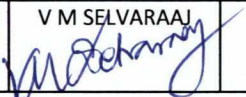
SL.NO	PRODUCT	APPROVED VENDORS
24	Panel Wires	BIS APPROVED
25	Cable Glands – (weather proof).	COMET / POWER ENGG / SUNIL & CO / SMI / BRACCO / ARUP ENGG. WORKS / QPIE / GLANDMECH / CONTROLS & SWITCHGEAR Co. LTD / QUALITY PRECISION
26	Ferrules	MICROSIGN/MAY FAIR/OESER
27	Lugs.	DOWELL / 3D / DIVYA JYOTHI / CHETNA / JAINSONS
28	Space Heater.	SOPHIA / CANDS / CROMPTON GREAVES / PYRO SYSTEM / VELCO / CONTROLS & SWITCHGEAR Co.LTD.
29	15/5 A Power Supply Switch With Plug & Socket (Metal Clad Type With Spring Loaded Cap).	CROMPTON GREAVES/ AJMERA / BCH / BEST & CROMPTON./GEWIS INDIA
30	Cubicle Illumination Lamp.	PHILIPS / BAJAJ / CROMPTON GREAVES / MYSORE LAMPS / HMT.
31	Door Switch.	ESSEN / IEC.
32	Cooling Fan.	RALLI-WOLF / KHAITAN / USHA.
33	Interposing Relay (Low Burden).	JYOTHI / OMRON / ABIL / ABB / SIEMENS / GEPC / OEN / L&T/OWN MAKES OF APPROVED PLC VENDORS.
34	Cable Glands - Flame Proof.	BALIGA / SUDHIR / CEAG / PROMPT / COMET
35	Indicating Lamp – LED.	SRISHYLA / TEKNIC / PARAMOUNT / BINAY / KWALITY / HEWLETT PACKARD
36	Motor Protection Circuit Breaker	L&T / GEPC / SIEMENS / SCHNEIDER ELELCTRIC / SPRECHER & SCHUH .
37	Cable Dressing Material.	MICROSIGN.
38	Wire Duct.	SALZAR.

SL.NO	PRODUCT	APPROVED VENDORS
39	Electrical Transducer	ABB / AE / SOUTHERN TRANSDUCER/ELSTER/RISHAB.
40	Thermostat	APT / TEMPTROL / VIKAS ELECTRIC / AI / RENUTROL / ANCO
41`	Trivector Meter	ALSTOM / BHEL/AREVA/IMP

	BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPPALLI-620014	STANDARD QUALITY PLAN FOR AC/DC STARTER BOX, TEMPERATURE PROBE STARTER BOX & CONTROL BOX	QA:CI:STD:QP:15 Rev: 05 Page: 1 of 3
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CONTROLS & INSTRUMENTATION/QA/FB

STANDARD QUALITY PLAN FOR AC/DC STARTER BOX, TEMPERATURE PROBE STARTER BOX & CONTROL BOX

REV	DATE	PREPARED	REVIEWED		APPROVED	REVISION HISTORY
00	06.08.1990	Sd/-	Sd/-	Sd/-	Sd/-	Initial release
01	16.06.1997	Sd/-	Sd/-	Sd/-	Sd/-	Format revised
02	21.03.2002	Sd/-	Sd/-	Sd/-	Sd/-	Department name changed, CTQ requirement added & general revision
03	08.01.2004	Sd/-	Sd/-	Sd/-	Sd/-	Revision to include the comments/ feedback on internal discussion.
04	01.12.2010	Sd/-	Sd/-	Sd/-	Sd/-	Format Changed and revised based on discussion with QC.
05	03.02.2018	V AVINASH 	A SRIHARI RAO 	V M SELVARAJ 	R M VAIRAVAN 	Revised to incorporate international standard and other general points.

	BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPPALLI-620014	STANDARD QUALITY PLAN FOR AC/DC STARTER BOX, TEMPERATURE PROBE STARTER BOX & CONTROL BOX	QA:CI:STD:QP:15 Rev: 05 Page: 2 of 3
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S.No	Component & Operation	Characteristics	Class	Type of Check	Quantum of check		Ref Doc. & Acceptance STD	Format of Record	Agency			Remarks
					M	B/C			M	B	C	
A	Finished product inspection											
1	Routine Tests	a) Material composition	Major	CHEM	-	-	BHEL approved Vendor Drawings	TC	V	V	-	
		b) Dimensions verification	Major	MEAS	100%	20%	BHEL approved Vendor Drawings	IR	P	W	-	
		c) BOM & Components lay out verification	Major	VISU	100%	20%	BHEL approved Vendor Drawings	IR	P	W	-	
		d) Provision of Name Plates / labels	Major	VISU	100%	20%	BHEL approved Vendor Drawings	IR	P	W	-	
		e) Paint shade & Thickness verification	Major	VISU MEAS	100%	20%	BHEL approved Vendor Drawings	IR	P	W	-	
		f) Paint scratch test	Major	PHYS	1 per project		Manufacturer standard	IR	P	W	-	Not applicable for powder coating.
		g) Provision of earth bus bar / bolts and symbols	Major	VISU	100%	20%	BHEL approved Vendor Drawings	IR	P	W	-	
		h) Functional Test	Major	ELEC	100%	100%	BHEL approved Vendor Drawings	IR	P	W	-	
		i) IR Test with Meggar (500V DC) before & after HV Test	Major	ELEC	100%	100%	> 1 MΩ as per IEC 60204-1	IR	P	W	-	
		j) HV Test	Major	ELEC	100%	100%	1KV for 30 sec as per IEC 60204-1	IR	P	W	-	There should not be any disruptive discharge.
2	Type Tests	Enclosure protection Test for a) Starter/ Control Box b) Resistance Box (Wherever applicable)	Critical	ENVI	One of design		BHEL approved Vendor Drawings & IEC 60529	TC	V	V	-	

M- MANUFACTURER/ SUB-VENDOR; B - BHEL / TPI ; C - CUSTOMER / TPI
P - PERFORM ; W - WITNESS V - VERIFICATION OF DOCUMENTS ;

	BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPPALLI-620014	STANDARD QUALITY PLAN FOR AC/DC STARTER BOX, TEMPERATURE PROBE STARTER BOX & CONTROL BOX	QA:CI:STD:QP:15 Rev: 05 Page: 3 of 3
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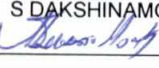
B.NOTES: 1.LEGENDS: VISU : Visual IR : Inspection Report CHEM : Chemical TC : Test certificate ELEC : Electrical MEAS : Measurement PHYS : Physical ENVI : Environmental 2) Vendor shall arrange all the required facilities for routine tests at their works . Type tests for which facilities are not available are to be carried out at recognized National Test Houses like ETDC/CIL/NPL/ERTL etc., at vendor cost. 3) Through Log Book / any other documents available at the vendor's works, it shall be possible to correlate the finished product with inspection carried out.	4) All Measuring and Testing Instruments shall be periodically calibrated from recognized test houses & certificates made available during inspection for verification. 5) Type test certificate shall not be earlier than 5 years from the date of Purchase enquiry. 6) Vendor to give tentative inspection program in advance and confirm exact date two weeks in advance for arranging BHEL's inspection. 7) Packing shall be as per "PACKING PROCEDURE "indicated in the specification.
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QA:CI:STD:QP:15/ Rev.05

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI**

**CONTROLS AND INSTRUMENTATION / FB
QUALITY ASSURANCE**

**STANDARD PACKING PROCEDURE
FOR
ELECTRICAL AND ELECTRONIC PANELS
(INCLUDING BOXES, CABINETS, CUBICLES, SYSTEMS AND CHASSIS)**

Rev	Date	Prepared	Checked	Approved	Revision History
00	01.01.96	Sd/-	Sd/-	Sd/-	Initial History
01	28.03.02	A.J.OMPRAKASH Sd/-	R.VARADARAJAN Sd/-	G.MATHIYALAGAN Sd/-	Department name changed
02	26.02.07	RM.VAIRAVAN	N.SRIDHAR	S.SOMASUNDARAM	Revised after discussion with Shipping Dept.
03	07.02.2017	AVINASH V 	RM VAIRAVAN 	S DAKSHINAMOORTHY 	Type of wood for packing changed

1.0 SCOPE

- 1.1 This procedure gives minimum guidelines to be complied with for packing of Electrical, Electronics and Instrumentation panels. This packing shall be suitable for different handling operations and for the adverse conditions during transportation and during indoor / outdoor storage for periods more than one year.

2.0 WOOD SPECIFICATION FOR PACKING

- 2.1 Any seasoned wood or plywood as per relevant international standard
2.2 Sea worthy packing is envisaged for international shipments.

3.0 PACKING

- 3.1 Any seasoned wood or plywood shall be used .It shall be free from knots, etc. and any kind of decay caused by insects and fungus.
- 3.2 The required wood case for the equipment to be packed shall be made out of individual planks of single length and no joint is permissible. Using such planks, the required wood case for the panel shall be made,
- 3.3 Sufficient number horizontal, vertical and diagonal planks (dimension depending upon case size) shall be used for binding and strengthening. Runners have to be provided with metallic sling plates for handling.
- 3.4 Support planks are to be provided such that, no force is acting on the parts of equipment or its parts.
- 3.5 Panels above 1.5 metre shall be bolted at the bottom.
- 3.6 The equipments covered with a polythene sheet shall be kept inside the box, followed by coir, wooden bottoms, thermo coal, etc to prevent vibration effect during loading, transportation, etc.
- 3.7 On all sides of the inner case, black polythene sheet shall be nailed.
- 3.8 Loose items of the equipment, if any, shall be packed separately.
- 3.9 Delicate components likely to be damaged, example PCB – Electronic modules, instrument, etc are to be covered individually in anti-static bags and packed in cartons and filled with fillers like thermo coal, paper cuttings, etc.
- 3.10 Such cartons shall be packed with overall polythene rapping and packed in wooden cases. Mark prominently as "ELECTRONIC COMPONENTS".

4.0 **MARKING**

- 4.1 After completing the packing, Stencil marking, as per dispatch instructions and symbol marking as per Annexure – I shall be made. Please ensure the box is stenciled with "FRAGILE ITEM", "HANDLE WITH CARE"

5.0 **PACKING SLIP**

- 5.1 A copy of the packing slip, kept in a polythene cover shall be kept inside the box. Another copy of the packing slip, kept in a polythene cover shall be kept out side the box and covered with a metallic plate to the case.

6.0 **CAUTION**

Do not pack any other Mechanical items with this case.

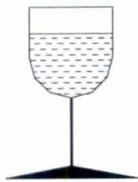
7.0 **GENERAL**

- 7.1 These packing procedures are the minimum requirements in addition to the standard instructions mentioned in the Purchase Order and Specification.

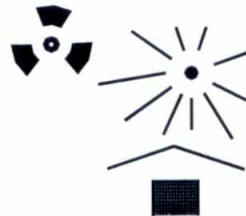
ANNEXURE - 1

TO

PROCEDURE NO:CI:QAC:PR:02/00 ; PR:03/00 ; PR:04/00



FRAGILE, HANDLE WITH CARE



PROTECT FROM HEAT AND RADIOACTIVE SOURCES



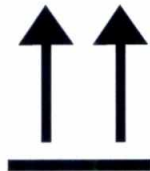
USE NO HOOKS

NOTE: The design of heavy goods packages cannot always resist top lifting by grabhooks.



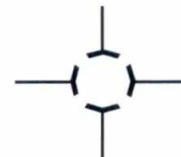
KEEP DRY

NOTE: Not all cases have waterproof internal liners: plywood used in the construction may not have a waterproof glueline.



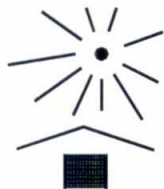
THIS WAY UP

NOTE: Certain designs of small cases make it difficult to distinguish top from bottom.



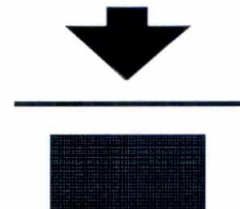
CENTRE OF GRAVITY

NOTE: This should be stencilled as a minimum on the two longest case sides (this information will normally be supplied by the manufacturer of the item(s) packed).



KEEP AWAY FROM HEAT

... kg max



STACKING LIMITATION



INTERNATIONAL "SLING HERE" SYMBOL

NOTE: The maximum load in kilograms should be marked above the arrow.

PRE-QUALIFICATION REQUIREMENT

	<u>Reply</u>
a) Vendor should have the capability for manufacturing, supply & testing of Miniature Electrical Control Boxes, Starter boxes, wired junction boxes made of Sheet Steel materials, similar to the requirement as per BHEL's enquiry (Specification, Drawings and Quality plan) for power plant/industrial applications.	<u>Yes / No</u>
b) Vendor should have executed orders and supplied items as indicated in point a within last 5 years from the date of this enquiry. (Experience from BHEL to be supported by executed PO copies; Experience other than BHEL to be supported by executed PO copies and completion certificate issued by the organization).	<u>Attached / Not Attached</u>
c) Vendor to furnish the details of manufacturing & testing facilities, machineries available with them for reference	<u>Attached / Not attached</u>



**PURCHASE / M M / BOI
ENQUIRY DEVIATION**

429-024

PAGE

1 OF 1

**SCHEDULE OF DEVIATION TO
BOI ENQUIRY NO:**

GEM / 2021/ B/ 1318184

DATE

29.06.2021

DESCRIPTION

FURNACE TEMPERATURE PROBE STARTER BOX FOR THERMAL POWER PLANT

SPECIFICATION

QUALITY PLAN

QA:CI:STD:QP:15, Rev. 05 & QA:CI:STD:QP:34, Rev. 04

DRAWING

Drawing No. 1-96-188-02679, Rev. 04

DOCUMENT REFERENCE

BHEL ENQ. CALLED FOR

FIRM'S ALTERNATIVE OFFER

CERTIFIED THAT OTHER THAN THE ABOVE DEVIATIONS, WE ARE ACCEPTING ALL THE OTHER SPECIFICATIONS AND REQUIREMENTS IN FULL TO YOUR ENQUIRY.

STATION:

DATE:

SIGNATURE OF FIRM'S REPRESENTATIVE

FIRM SEAL

NOTE 1. Deviations should be taken only in the extreme case.

2. If necessary, use additional sheets with page control number.

ANNEXURE - A**TECHNO - COMMERCIAL TERMS AND CONDITIONS**

Description of the Material:		FURNACE TEMPERATURE PROBE STARTER BOX FOR COAL FIRED THERMAL POWER PLANT / PANKI PROJECT
BHEL Tender No. & Date		GEM/2021/B/1318184 dt 29.06.2021
GENERAL INFORMATION		
The bidder has to keep track of any changes by viewing the addendum / Corrigendum's Issued by the Purchaser on time-to-time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.		
Sl. No.	Terms and conditions	Vendor's confirmation
1	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Vendor has to quote price according to the requirement as detailed in the attached technical documents. Any pre-bid query, kindly contact: Mr. Kevin Ark Kumar , Manager/Materials Management/BOI Tel: 0431-2578109, email: kevin@bhel.in ; Mr. N Mohan , Asst./Engineer/Materials Management/BOI Tel: 0431-2577446, email: mohann@bhel.in and get your queries cleared before submitting the offer in EPS. Rates/ other price elements once quoted in the price bid BoQ Format online in the Enterprise Procurement System (EPS) cannot be changed after due date shall remain final.	Noted
2	The tender is floated as a Single Package.	Noted
3	Delivery term: Main Items: F.O.R basis Inclusive of Packing, Forwarding, Freight, Insurance & GST upto Destination (Project Site, Panki, Kanpur, UP).	Noted
4	Payment Terms: 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.	Noted
5	Techno-Commercial bids of vendors will be evaluated; however, the Price bid will be opened, subject to our customer's approval, else their offer will be rejected. Vendors shall submit credentials for taking up with customer, for their approval).	Noted
6	Liquidated damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.	Noted
7	Guarantee / Warranty Period : Guarantee clause 18 months from the date of delivery or 12 months from the date of actual put in use; whichever is earlier.	Noted
8	Deviation in Guarantee / Warranty Period: No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period. Their offer will be rejected.	Noted
9	Delivery Period: 90 Dayss from manufacturing clearance. Vendor quoted delivery period shall include all activities i.e. manufacturing / production, Inspection, Packing, Forwarding, dispatch.	Noted
10	Validity: 120 days from techno commercial bid opening date	Noted
11	RISK PURCHASE: In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations 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. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases: 1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.	

	2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. 3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor. 4. Termination of contract on account of any other reason (s) attributable to contractor. 5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. 6. Non-compliance to any contractual condition or any other default attributable to contractor. Risk and Cost amount against balance work will be calculated as follows: $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.	Noted
12	Document Submission: Along with the offer: 1. All the technical documents which have been attached along with our enquiry i.e Specification, Drgs, Data Sheet etc, signature to be endorsed on all pages with company seal Technical documents & Sub-delivery enquiry deviation format. 2. Filled-in/signed Annexure-A, Commercial terms and conditions. (Mandatory for Commercial evaluation) 3. Unpriced offer submitted through EPS shall contain minimum of above documents, without which offer is liable for rejection. 4. If MSE vendor, please attach Udyam Regn Certificate.	Submitted/ Not Submitted
13	Any deviation on technical/QP/packing requirements shall specifically be indicated in the "sub-delivery enquiry deviation format" attached along with the enquiry. Deviations / clarifications declared elsewhere will not be evaluated. <u>Also, any deviations from the commercial terms and conditions shall be clearly spelt out in this format itself.</u> Deviations / clarifications declared elsewhere will not be evaluated. Deviations taken, if any, by vendor as per our requirement above shall be clearly got accepted by BHEL in writing during enquiry stage itself. In the event of an order no deviations, unless accepted clearly by BHEL in writing during enquiry stage will be entertained and all other techno-commercial requirements will be binding on successful bidder and failure to execute the terms will lead to disciplinary action by BHEL against the said bidder.	No Deviation Format Submitted/ Not Submitted
14	Any pre-bid queries / clarification / document requirement etc. shall be asked within 3-4 days of floating tender in EPS. Tender due date extension will not be given without valid reason. Tender due date extension request has to be given before due date / time along-with a valid reason.	Noted
15	Technical / commercial clarification, if any, will be initiated through EPS / email. Vendor to respond to the clarifications within 3 working days. If the vendor fails to respond, even after three reminders, then the vendor will be considered as non-responsive and is liable to be rejected.	Noted
16	PO Acknowledgement: Within 7 days from the date of receipt of scanned PO copy through email.	Noted
17	Document Submission after PO: Complete set of valid Documents as per BHEL format viz., Datasheet, GA drawing and QAP / RQP / VQP are to be submitted within 14 days from the date of receipt of PO (e-mail copy). If there is a delay in submission of valid documents within 14 days, the delay will be accounted for the calculation of LD.	Noted
18	Inspection notice period: Vendor shall raise inspection call to Third Party Inspection Agency / BHEL at least three working days, prior to the proposed date of inspection. Place shall be vendor Works.	Noted

19	Vendor shall dispatch the consignment immediately after getting dispatch clearance from BHEL, subsequent delay will be accounted for calculation of LD.	Noted
20	FORCE MAJEURE CLAUSE: If, at any time during the continuance of Contract the performance in whole or in part by either party of any obligations under the Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by BHEL, subject to prompt notification by the contractor.	Noted
21	Fraud Prevention Policy Suppliers involving in fraudulent practices or delayed supply (or) non-Supply will be dealt with provision as indicated in "Guidelines for Suspension of Business Dealings with Suppliers / Contractors" which is hosted in website www.bhel.com. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com. 1.0 Integrity commitment, performance of the contract and punitive action thereof: 1.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in transparent and fair manner, and with equity. 1.2 Commitment by Bidder / Supplier / Contractor: 1.2.1. The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India. 1.2.2. The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issues from time to time by Govt. of India / BHEL. 1.2.3. The bidder / supplier / contractor will perform / execute the contract as per the contract terms & Conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.	Noted
22	Inspection & testing requirements shall be done as per approved vendor QP	Noted
23	Repair & replacements: Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end. All incidental charges like freight, insurance and customs duty / GST are to vendor account only. The defective parts and components shall be collected by your Indian agent or / authorized person, only after completing the replacement / repairs. The defective parts / components will not be returned back to vendor works by us due to procedural problems.	Noted
24	BHEL reserves the right to cancel / modify the tender, if the need so arises, without assigning any further notice or reason therefore.	Noted

25	ARBITRATION & CONCILIATION: Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract. In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.	Noted
26	JURISDICTION: In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the aforesaid arbitration clause.	Noted
27	SECRECY OF CONFIDENTIAL INFORMATION: The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract. All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances. BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.	Noted

By signing this Annexure, the vendor consents the above BHEL terms & conditions are accepted, this Annexure-A, shall be binding between BHEL and the Vendor; and no other terms quoted / mentioned by vendor, elsewhere in the Offer / Quotation will be considered / accepted by BHEL.

Sign / Seal of Company on all the pages

This document is part of Tender terms & Conditions & shall be mandatorily submitted along with the offer documents in GeM Portal.