

### **Bharat Heavy Electricals Limited**

### Heavy Equipment Repair Plant

Tarna Shivpur Varanasi-221003 website: <a href="https://herp.bhel.com">https://herp.bhel.com</a>

### **ENQUIRY**

To

**ENQUIRY THROUGH E-PROCUREMENT: NO** 

Enquiry Number: E-588-22-0007-69-1 Date: 20/Sep/2022

Tender Opening Date: 18/Oct/2022

### **Enquiry For Material:-**

SI No	Material Code	Material Description	Quantity	Unit	Delivery Schedule
1	RVA210700001	SUPPLY , INSTALLATION & COMMISSIONING OF CENTRIFUGAL CASTING MACHINE AS PER ANNEXURE-A.	1.0	SET	31.05.2023 ( 1 SET )

#### Remarks

- 1. THE TECHNICAL BID OF ONLY THOSE BIDDERS SHALL BE PROCESSED WHO MEET THE PREQUALIFYING REQUIREMENT AS PER ANNEXURE-B.
- 2. DELIVERY, INSTALLATION & COMMISSIONING PERIOD, WARRANTY: AS PER CLAUSE 18 OF ANNEXURE-A.
- 3. JOB PROVE OUT REQUIREMENT: REFER CLAUSE 6 OF ANNEXURE-A
- 4. CIVIL WORK FOR FOUNDATION SHALL BE IN SCOPE OF BHEL. VENDOR SHOULD SUBMIT DETAILS AS PER CLAUSE 8 of ANNEXURE-A.
- 5. PRE DISPATCH INSPECTION:-AS PER CLASUE 7 & 11 OF THE ANNEXURE-A.
- 6. SPECIFICATION CUM COMPLIANCE CERTIFICATION FOR CENTRIFUGAL CASTING MACHINE 2500 Kgs CAPACITY IS AS PER ANNEXURE-A.
- 7. BHEL PRE-QUALIFYING REQUIREMENT WILL BE AS PER ANNEXURE-B
- 8. JOB PROVE OUT DRAWING AS PER ANNEXURE-C
- 9. UN PRICED PRICE BID FORMAT FOR FOREIGN AND DOMESTIC BIDDERS.
- 10.WHITE METAL SPECIFICATION AS PER ANNEXURE-E
- 11.SPECIFICATION FOR NDT AS PER ANNEXURE-F
- 12. PAYMENT TERMS:

TERMS OF PAYMENT FOR INDIGENOUS OFFER: (SUPPLY AND E&C TO BE DONE BY VENDOR)

PAYMENT TERMS: 80 % OF SUPPLY VALUE SHALL BE PAID AGAINST SRV AS PER NIT T&C FROM THE DATE OF RECEIPT OF MATERIAL AT BHEL. BALANCE 20% OF SUPPLY AND 100% OF E&C PORTION OF PO VALUE SHALL BE PAID ON ISSUE OF INSTALLATION CERTIFICATE. PAYMENT OF INSTALLATION VALUE SHALL BE MADE AGAINST INSTALLATION CERTIFICATE ISSUED BY BHEL. INSTALLATION CERTIFICATE SHALL BE ISSUED ON SATISFACTORY COMPLETION OF ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS ETC. AS ENVISAGED IN PO AND SUBMISSION OF PBG (PERFORMANCE BANK GUARANTEE).

PAYMENT AS ABOVE WILL BE MADE AS PER BELOW CATEGORIES: -

I. FOR MSEs VENDORS: 80% PAYMENT WITHIN 45 DAYS OF SRV AND SUBMISSION OF BILL.

II. FOR NON-MSES SUPPLIERS: 80% PAYMENT WITHIN 90 DAYS OF SRV AND SUBMISSION OF BILL.

BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -

PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS. PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS:

(A)PAYMENT OF GST AMOUNT INTO GOVT.ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL.

(B) FILING OF GST RETURN WITHIN SCHEDULED DATE.

(C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC ON GSTN PORTAL.

NOTE: ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE. UNDER ALL CIRCUMSTANCES, CEBG SHALL BE KEPT VALID, TILL THE PBG BECOMES OPERATIONAL.

TERMS OF PAYMENT FOR FOREIGN OFFERS: (SUPPLY AND E&C TO BE DONE BY VENDOR)

(I) TOTAL SUPPLIES ARE TO BE FROM FOREIGN SOURCE. WHERE THE PAYMENTS ARE THROUGH L.C (L.C OPENING CHARGES ARE TO BE LOADED) PAYMENT OF SUPPLY VALUE SHALL BE 80% ON DISPATCH AND BALANCE 20% OF SUPPLY VALUE AND 100% OF E&C PORTION OF PO VALUE SHALL BE PAID ON ISSUE OF INSTALLATION CERTIFICATE. PAYMENT OF INSTALLATION VALUE SHALL BE MADE AGAINST INSTALLATION CERTIFICATE ISSUED BY BHEL. INSTALLATION CERTIFICATE SHALL BE ISSUED ON SATISFACTORY COMPLETION OF ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS ETC. AS ENVISAGED IN PO AND SUBMISSION OF PBG (PERFORMANCE BANK GUARANTEE. THE L.C. SHALL BE OPENED BY BHEL AS PER THE FOLLOWING.

WITHIN 30 DAYS OF RECEIPT OF ACCEPTABLE CEBG, AN IRREVOCABLE UNCONFIRMED USANCE L/C WITH 120 DAYS CREDIT WILL BE OPENED FOR 30% OF THE PAYMENT TOWARDS SUPPLY, DUE ON SHIPMENT I.E. 24% OF THE SUPPLY VALUE OF THE P.O. (30% OF 80%). NOT EARLIER THAN 60 DAYS BEFORE THE SHIPMENT DATE, THE VALUE OF THIS IRREVOCABLE UNCONFIRMED L/C WOULD BE ENHANCED FROM 24% TO 80% OF THE SUPPLY VALUE OF THE P.O. THE ABOVE L/C CAN BE NEGOTIATED AFTER THE SHIPMENT AGAINST SUBMISSION OF B/L OR AWB, AND SUCH OTHER DOCUMENTS, AS MENTIONED IN THE P.O. OR L/C AND SUBMISSION OF PRE DISPATCH INSPECTION REPORT OF BHEL. THIS L/C WILL BE VALID FOR A PERIOD EXTENDING 21 DAYS BEYOND THE SHIPMENT DATE FOR NEGOTIATION OF DOCUMENTS.

(II) WHENEVER THERE IS AN INDIAN AGENT TO REPRESENT A SUPPLIER, IT IS ESSENTIAL TO GIVE THE DETAILS OF SERVICES TO BE RENDERED BY INDIAN AGENT AND / OR THE DETAILS OF AGREEMENT BETWEEN SUPPLIER AND AGENT. INDIAN AGENT COMMISSION SHOULD BE INCLUDED IN THE PRICE QUOTED BY THE PARTY. IF NOT, SUPPLIER TO INDICATE THE AGENCY COMMISSION PAYABLE, THEN INDIAN AGENCY COMMISSION WILL BE PAID ONLY IN INDIAN RUPEES, CALCULATED AT THE RATE OF EXCHANGE PREVAILING ON THE DATE OF THE TENDER OPENING. THIS IS PAYABLE ON SATISFACTORY COMPLETION OF THE CONTRACT. THIS COST WILL BE LOADED WHILE ARRIVING AT LANDED COST CALCULATION.

NOTE: IN ORDER TO MAINTAIN SANCTITY OF THE TENDER SYSTEM, IT IS ESSENTIAL THAT ONE AGENT CANNOT REPRESENT TWO SUPPLIERS OR QUOTE ON THEIR BEHALF IN A PARTICULAR TENDER ENQUIRY. IF ANY AGENT REPRESENTS MORE THAN ONE SUPPLIERS, ALL THE OFFERS ASSOCIATED WITH THE AGENT WILL BE REJECTED. TAX DEDUCTION AT SOURCE IS APPLICABLE TO THE AGENCY COMMISSION PAID TO THE INDIAN AGENT AS PER PREVAILING RATE.

(III) THE SECOND IRREVOCABLE & UNCONFIRMED LETTER OF CREDIT FOR 20% & INSTALLATION CHARGES WILL BE OPENED 15 DAYS PRIOR TO THE SCHEDULED AND CONFIRMED ARRIVAL OF THE TECHNICIANS OF SUPPLIER WITH THEIR NAMES THE VALIDITY OF THIS L/C WOULD BE SUFFICIENT TO COVER THE PERIOD REQUIRED FOR THE COMPLETION OF INSTALLATION + 21 DAYS AS NEGOTIATION PERIOD. THIS L.C CAN BE NEGOTIATED I) AFTER COMPLETION OF THE INSTALLATION OF THE EQUIPMENT IN BHEL. THIS IS SUBJECT TO THE SUBMISSION OF PERFORMANCE BANK GUARANTEE FOR 10% OF CONTRACT VALUE VALID FOR 60 DAYS BEYOND THE GUARANTEE / WARRANTY PERIOD OF 24 MONTHS FROM THE DATE OF COMMISSIONING. THE BANK GUARANTEE IS TO BE ATTESTED BY INDIAN EMBASSY & TO BE REGISTERED IN INDIA. PBG CONFIRMATION CHARGES SHALL BE BORNE BY VENDOR.

NOTE- UNDER ALL CIRCUMSTANCES, CEBG SHALL BE KEPT VALID, TILL THE PBG BECOMES OPERATIONAL.

13. VALUE FOR ERECTION & COMMISSIONING AT BHEL:

ERECTION & COMMISSIONING (E&C) VALUE WILL INCLUDE SERVICES TO BE RENDERED AT BHEL LIKE ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, AND TRAINING TO OPERATORS ETC.

THE ESTIMATED PERCENTAGE OF E&C VALUE SHALL BE MORE THAN OR EQUAL TO 7.5%.

14; CONTRACT EXECUTION BANK GUARANTEE (CEBG):-

THE CEBG SHALL BE FOR THE DUE AND FAITHFUL PERFORMANCE OF THE CONTRACT AND SHALL REMAIN BINDING NOT WITHSTANDING SUCH

VARIATIONS, ALTERNATIONS OR EXTENSIONS OF TIME AS MAY BE MADE, GIVEN, CONCEDED OR AGREED TO BETWEEN THE SUPPLIER / VENDOR AND BHEL UNDER THESE TERMS & CONDITIONS OR OTHERWISE.

THE CEBG FURNISHED BY THE TENDERER WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT FINALLY CONCLUDED BETWEEN THE PARTIES AND THE BHEL WILL NOT BE LIABLE FOR PAYMENT OF ANY INTEREST ON THECEBG OR ANY DEPRECIATION THEREOF

THE SUCCESFUL VENDOR SHALL HAVE TO FURNISH A CONTRACT EXECUTION BANK GUARANTEE(CEBG) FOR 10% (TEN PERCENT) OF THE TOTAL PO VALUE IN THE PRESCRIBED FORMAT WITHIN 30 DAYS FROM THE DATE OF PO BUT BEFORE LC OPENING. CEBG SHALL BE FROM THE ONE OF THE CONSORTIUM BANKS OF BHEL OR FROM A REPUTED BANK AND CONFIRMED BY ANY CONSORTIUM BANKS OF BHEL. ALL BANK CHARGES ON ACCOUNT OF ISSUANCE AND CONFIRMATION OF CEBG WHETHER INCURRED IN INDIA OR OUTSIDE INDIA WILL HAVE TO BE BORNE BY THE VENDOR.

CEBG SHALL BE KEPT VALID UNTIL 30 DAYS AFTER THE DATE OF INSTALLATION CERTIFICATE, WHICH WILL BE ISUUED ON COMPLETION OF INSTALLATION OF EQUIPMENT WHICH INCLUDES ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS ETC. AS PRESCRIBED IN PO. UNDER ALL CIRCUMSTANCES, CEBG SHALL BE KEPT VALID, TILL THE PBG BECOMES OPERATIONAL.

IF THE SUPPLIER FAILS TO SUBMIT THE CEBG EVEN WITHIN 60 DAYS FROM THE DATE OF PO, BHEL RESERVES THE RIGHT TO CANCEL THE PO AND FORFEIT EMD GIVEN BY THE SUPPLIER. IN ADDITION, IN SUCH CASE, ACTION WILL BE INITIATED IN LINE WITH EXTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS.

NOTE: IN CASE OF NON SUBMISSION OF CEBG WITHIN TWO MONTHS, BHEL SHALL CHARGE @ 1.5% PER MONTH ON THE CEBG AMOUNT FOR THE DELAYED PERIOD PORTION BEYOND 2 MONTHS AND DEDUCT THE SAME IN THE FINAL BILL.

THE CEBG SHOULD BE FURNISHED AS PER PROFORMA ENCLOSED IN ANNEXURE-BG. THE CEBG SHALL BE IN THE CURRENCY OF THE PURCHASE ORDER. THE CEBG SHALL BE REFUNDED / BANK GUARANTEE RELEASED ON APPLICATION BY CONTRACTOR AFTER COMMISSIONING OF THE EQUIPMENT AND AFTER IT HAS DISCHARGED ALL HIS OBLIGATIONS UNDER THE CONTRACT AND PRODUCED A CERTIFICATE FROM BHEL, CERTIFYING DUE COMPLETION OF THE WORK AND SUBMITTED A 'NO DEMAND CERTIFICATE'.

#### **15.EARNEST MONEY DEPOSIT:**

EMD of Rs 200000/- (TWO LAKHS ONLY) TO BE SUBMITTED FOR THIS TENDER ENQUIRY.

MSEs & CENTRAL/STATE PSE SHALL BE EXEMPTED FROM PAYMENT OF EARNEST MONEY COST AT THE TIME OF TENDER DEPOSIT. HOWEVER, THERE IS NO EXEMPTION OF SECURITY DEPOSIT SUBMISSION. NO BENEFITS SHALL BE APPLICABLE FOR THAT PARTICULAR ENQUIRY IF THE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING.

IN CASE OF FOREIGN BIDDERS, E-PAYMENT FOR EMD/TENDER COST IS ACCEPTABLE.

16: P.B.G. TERMS: THE VENDOR IS REQUIRED TO SUBMIT A PERFORMANCE BANK GUARANTEE ON THE PRESCRIBED BHEL FORMAT ANNEXURE-PBG FROM ANY OF THE CONSORTIUM BANKS OF BHEL EQUAL TO THE VALUE OF 10% (TEN PERCENT) OF THE TOTAL ORDER VALUE VALID FOR 60 DAYS BEYOND THE AGREED WARRANTY / GUARANTEE PERIOD. THE PBG CONFIRMATION CHARGES IS TO BE BORNE BY VENDOR.

PERFORMANCE BANK GUARANTEE OF FOREIGN SUPPLIERS SHOULD BE CONFIRMED BY OUR CONSORTIUM BANK IN INDIA AND ARE PAYABLE IN INDIA.

#### 17: DOCUMENTS REQUIRED:

- (A) FOR INDIAN SUPPLIERS: I. FOLLOWING DOCUMENTS SHOULD BE ENCLOSED AND ADDRESSED TO DGM (FINANCE) AND SAME SHALL BE DISPATCHED TO MM DEPTT. BHEL, HERP, TARNA, SHIVPUR, VARANASI-221003 FOR PAYMENT PURPOSE:
- a) 05 (FIVE) COPIES OF GST INVOICES
- b) COPY OF GR/RR.

DEPARTMENTS.

- c) TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY).

  II. FURTHER TO ABOVE, 02 (TWO) COMPLETE SETS OF DOCUMENTS (COPIES OF ABOVE MENTIONED DOCUMENTS AT SL. NO.

  I FOR INDIAN SUPPLIERS (UNDER THIS CLAUSE) SHALL BE SENT FOR PURCHASE AND QUALITY DEPARTMENTS. ORIGINAL

  COPIES OF TC, GC, PDI REPORTS & OTHER QUALITY PAPERS SHALL BE ATTACHED IN THE SET OF DOCUMENTS FOR QUALITY
- (B) FOR FOREIGN SUPPLIERS: DOCUMENTS SHALL BE ROUTED FOR PAYMENT AS WELL AS CUSTOM CLEARANCE AS PER BELOW DETAILS:

I.FOLLOWING MENTIONED DOCUMENTS SHOULD BE ROUTED TO THE BANK AGAINST LC /BANK PAYMENT:

- a) ORGINAL INVOICES.
- b) ORIGINAL COPY OF BILL OF LADING OR AIR WAY BILL.
- c) TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY).
- d) PACKING LIST.
- e) CERTIFICATE FOR COUNTRY OF ORIGIN.
- f) OTHER CERTIFICATES/PAPERS AS REQUIRED IN PURCHASE ORDER.

II. ONE SET OF NON - NEGOTIABLE' DOCUMENTS INCLUDING COPY BILL OF LADING / AIR WAY BILL, INVOICE, PACKING LIST, TEST CERTIFICATE, GUARANTEE CERTIFICATE, PDI REPORT (AS APPLICABLE) etc. TO BE SENT TO GENERAL MANAGER, BHARAT HEAVY ELECTRICLAS LIMITED - REGIONAL OPERATION DIVISION, 14 /15th FLOOR), WORLD TRADE CENTRE-1, CUFFE PARADE, MUMBAI - 400005 (INDIA).

III. ONE SET EACH OF NON - NEGOTIABLE' DOCUMENTS INCLUDING COPY BILL OF LADING / AIR WAY BILL, INVOICE, PACKING LIST, TEST CERTIFICATE, GUARANTEE CERTIFICATE, PDI REPORT (AS APPLICABLE) etc. TO BE SENT TO AGM (MM) & AGM (FINANCE), BHARAT HEAVY ELECTRICLAS LIMITED, HEAVY EQUIPMENT REPAIR PLANT, TARNA, SHIVPUR, VARANASI (INDIA) - 221003 THROUGH COURIER/POST.

(C) BHEL SHALL SEEK CLARIFICATION(S) (IF ANY) RELATED TO PAYMENT DOCUMENTS IN ONE GO. THE VENDOR SHOULD PROVIDE ALL SUCH CLARIFICATION(S) IMMEDIETLY.ANY DELAY IN PROCESSING OF PAYMENT, DUE TO NON RECEIPT OF CLARIFICATION(S) SOUGHT BY BHEL, SHALL BE ATTRIBUTABLE COMPLETELY TO VENDOR.

#### 18. LIQUIDATED DAMAGES (LD):

TIME IS THE ESSENCE OF THE CONTRACT. THE ORDERED ITEMS SHALL BE DELIVERED AS PER THE DELIVERY PERIOD MENTIONED IN THE PURCHASE ORDER.

FAILURE TO SUPPLY/COMPLETION OF E&C WITHIN THE DELIVERY TIME AS PER PURCHASE ORDER WILL MAKE THE VENDOR LIABLE TO AN UNCONDITIONAL PENALTY.

THE PERIOD FOR CALCULATING DELAY IN SUPPLY FOR PURPOSE OF LD CALCULATION SHALL BE AS UNDER:

FOR FOREIGN BIDDERS: LD SHALL BE CALCULATED FOR THE DATE OF BILL OF LADING DATE. THE VENDOR SHOULD SUBMIT THE B/L FOR DISPATCH OF MACHINE WITHIN 30 DAYS FROM THE DATE OF COMPLETION OF PDI. ANY DELAY, BEYOND THIS PERIOD, WHICH IS NOT ATTRIBUTABLE TO BHEL SHALL BE CONSIDERED FOR APPLICATION OF LD.

THE PERIOD FOR CALCULATING E&C DELAY FOR LD CALCULATION SHALL BE AS UNDER:

E&C SHALL BE COMPLETED WITHIN 60 DAYS OF RECEIPT OF INTIMATION FROM BHEL FOR SITE READINESS.

THE PERIOD FOR CALCULATING DELAY IN SUPPLY FOR PURPOSE OF LD CALCULATION SHALL BE AS UNDER:

FOR INDIAN BIDDERS: LD SHALL BE CALCULATED FROM THE DATE OF RECEIPT OF MACHINE AT BHEL HERP STORES.

THE PERIOD FOR CALCULATING E&C DELAY FOR LD CALCULATION SHALL BE AS UNDER:

E&C SHALL BE COMPLETED WITHIN 60 DAYS OF RECEIPT OF INTIMATION FROM BHEL FOR SITE READINESS.

BHEL IS NOT LIABLE FOR DELAYED OA FOR OPENING LC OR CORRECTIONS/AMENDMENT TO LC ASKED AFTER OPENING OF LC.

APPLICABLE PENALTY: -

FOR THE PURPOSE OF PENALTY, FOR DELAY IN E&C OF THE EQUIPMENT THE DURATION WILL BE RECKONED FROM THE DATE OF INTIMATION BY BHEL TO VENDOR FOR READINESS OF SITE.

PENALTY ON DELAY IN 'SUPPLY' AND/OR 'E&C' WILL BE APPLICABLE TO THE DELAYS ATTRIBUTED TO VENDOR. PENALTY WILL BE CONSIDERED SEPARATELY FOR 'SUPPLY' AND 'E&C'.

THE RATE OF PENALTY FOR DELAYED SUPPLY SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY + E&C) IN SUPPLY SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE (SUPPLY + E&C).

THE RATE OF PENALTY FOR DELAYED E&C SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY E&C) IN E&C SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE (SUPPLY + E&C).

MAXIMUM PENALTY FOR DELAY IN SUPPLY AND E&C TOGETHER SHALL BE LIMITED TO 15% OF TOTAL PO VALUE (SUPPLY +

E&C).

IN CASE ANY BIDDER IS NOT ACCEPTING THE ABOVE PENALTY FOR DELAYED SUPPLY AND/OR E&C, THE OFFER OF BIDDER SHALL BE LOADED TO THE EXTENT TO WHICH IT IS NOT AGREED BY THE BIDDER. THE EXTRA LOADING WILL BE INTIMATED BEFORE OPENING OF PRICE BID OR REVERSE AUCTION BY BHEL.

#### **GENERAL: -**

IN CASE, ANY SHORTAGE IS NOTICED VIZ-A-VIZ PO REQUIREMENT IN THE MAIN EQUIPMENT / SPARES, SUCH SHORTAGES SHALL BE REPLENISHED BY SUPPLIER ON FOR DESTINATION BASIS WITHOUT ANY COST IMPLICATION TO BHEL I.E. CUSTOM DUTY AND FREIGHT CHARGES ETC. UP TO DESTINATION FOR SUCH SHORT SUPPLIES SHALL BE BORNE BY THE SUPPLIER.

SUPPLY PERIOD INDICATED BY BIDDER SHOULD INCLUDE REASONABLE TIME REQUIRED FOR APPROVAL OF DRAWINGS AND OTHER INPUTS FROM BHEL. IN THE TECHNO-COMMERCIAL BID, THE BIDDER SHALL SUBMIT MILESTONES FOR VARIOUS ACTIVITIES IN CO-RELATION WITH SUPPLY AND E&C PERIOD QUOTED BY HIM.

VENDORS ARE REQUESTED TO QUOTE FOR THIS TENDER. ANY INTIMATION REGARDING CHANGES IN TECHNICAL OR COMMERCIAL, DURING TENDER EVALUATION, WILL BE INTIMATED ONLY TO THE VENDORS WHO HAVE PARTICIPATED IN THIS TENDER.

19.INTEGRITY PACT IS APPLICABLE AND SIGNED AND PRESCRIBED INTEGRITY PACT IS TO BE SUBMITTED BY THE VENDORS.

#### 20.TERMS OF DELIVERY:

I. FOR INDIGENOUS SUPPLIERS: THE TERMS OF DELIVERY SHOULD BE QUOTED ON F.O.R. DESTINATION (BHEL HERP STORES VARANASI) BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT ONLY). IF ANY BIDDER STILL QUOTES OTHER DELIVERY TERM IN PLACE OF BHEL HERP STORES, THEIR OFFER MAY NOT BE CONSIDERED FOR FURTHER PROCESSING. IT MUST BE SPECIFICALLY NOTED.

II. FOR FOREIGN SUPPLIER: TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT, NHAVA SHEVA, INDIA SEA PORT BASIS (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT, NHAVA SHEVA, INDIA SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM MUMBAI TO BHEL VARANASI WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION FOR EACH ITEM.

#### 21. REVERSE AUCTION IS APPLICBALE.

22. RISK PURCHASE: IN CASE OF DELAY IN SUPPLIES/ DEFECTIVE SUPPLIES/NON EXECUTION OF PURCHASE ORDER ETC. (FOR DETAILS, REFER GUIDELINES FOR RISK PURCHASE), BHEL MAY CANCEL THE ORDER IN FULL OR PART THEREOF/ MAY ALSO MAKE THE PURCHASE OF SUCH MATERIALS FROM ELSEWHERE/ALTERNATIVE SOURCES AT THE RISK & COST OF SUPPLIER.BHEL MAY ALSO MANUFACTURE THE ITEM IN-HOUSE IN PART OR FULL DEPENDING UPON THE URGENCY OF THE ITEM.

GUIDELINES FOR RISK PURCHASE IS AVAILABLE ON BHEL WEBSITE "https://herp.bhel.com" at "Notice". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS GUIDELINE BEFORE SUBMITTING THEIR OFFER AGAINST BHEL, HERP TENDER ENQUIRIES. IN CASE RISK PURCHASE IS APPLIED, BHEL SHALL TAKE ACTION AGAINST THE NON-PERFORMING AND/OR DEFAULTING SUPPLIERS/ CONTRACTORS IN LINE WITH THIS GUIDELINE ONLY.

23. THE ENQUIRY CHECKLIST I.E. ANNEXURE-Z REV-01 ATTACHED WITH THIS ENQUIRY/ NIT IS A PART OF THIS NIT. ALL THE TERMS LISTED IN THE CHECKLIST ARE TO BE READ WITH THIS ENQUIRY. VENDOR HAS TO SEND THE SIGNED AND COMMENTED ENQUIRY CHECKLIST ALONG WITH OFFER. THE TERMS GIVEN IN CHECKLIST ARE FINAL AND ARE TO BE ADHERED TO.

#### Dear Sirs,

Please submit quotation, subject to our terms and condition overleaf, for the above materials ,so as to reach us on or before the due date by 11-00 hours .

- (1) Important: Please see clause 4 & 12 on overleaf terms & condition sheet, for strict compliance.
- (2) In case you are not makeing an offer against this enquiry we request you to mail a regret.
- (3) Please indicate the tariff item no. and rate of excise duty applicable.
- (4) Your quotation must be valid for atleast 90 days from the date of opening.

(Executive - Purchase Department)

ANNEXURE-Z REV-01

### ITEM DESCRIPTION:

### ENQUIRY NO:

SI No	NQUIRY NO:  BHEL STANDARD TERMS & CONDITIONS	CONFIRM ATION OF SUPPLIER YES / NO
	A) OFFER MUST BE SUBMITTED IN TWO PART BID SYSTEM NAMELY TECHNO-COMMERCIAL BID & PRICE BID FOR THE ITEM AS PER ENQUIRY IN SEPARATE SEALED COVERS:	
1	(I) TECHNO – COMMERCIAL BID & (II) PRICE BID SHOULD BE CLEARLY SUPERSCRIBED THE ENQUIRY NO. AND DUE DATE ON THE ENVELOPES.  (B) UN-PRICED OFFER WITH TECHNICAL BID IS REQUIRED TO BE FURNISHED BY THE VENDOR. TECHNICAL OFFER SHOULD CLEARLY REFLECT AT LEAST OUR MATERIAL CODE, ITEM DESCRIPTION & QUANTITY.	
	(C) THE DIFFERENCE BETWEEN "UN-PRICED OFFER" AND "PRICED OFFER" SHOULD BE ONLY THE PRICES WHEREVER APPLICABLE. THE RATES AND AMOUNT SHOULD BE CLEARLY WRITTEN IN FIGURES AND WORDS BOTH WITHOUT ANY CUTTING / OVERWRITING.	
	(D) IMPORTANT POINT FOR VENDOR WHO HAVE NOT SUBMITTED THE SRF (SUPPLIER REGISTRATION FORM) SO FAR: THE VENDORS, WHO HAVE NOT SUBMITTED THE SRF SO FAR, MUST SUBMIT THE SAME ALONG WITH PART- 1 BID. THE SRF TO BE DOWNLOADED FROM WWW.BHEL.COM OR <a href="https://herp.bhel.com">https://herp.bhel.com</a> .	
2	PART-I CONTAINING THE TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DATE AND TIME SPECIFIED IN THE ENQUIRY, IN THE PRESENCE OF THOSE TENDERERS WHO WISH TO ATTEND. PART-II i.e., PRICE BID WILL BE OPENED ONLY OF THOSE BIDDERS WHO ARE FOUND TECHNO-COMMERCIALLY SUITABLE AFTER SCRUTINY OF THEIR PART-I OFFERS.	
3	NO REVISED OFFERS WILL BE ACCEPTED UNLESS ASKED BY BHEL AFTER OPENING OF PART-1 BID IN ANY CASE.	
4	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	YOUR TECHNO COMMERCIAL BID SHOULD MENTION THAT PRICE BID HAS BEEN SENT IN A SEPARATE ENVELOPE GIVING ITS REFERENCE.	
6	BID SHOULD BE FREE FROM CORRECTION, OVERWRITING, USING CORRECTIVE FLUID, ETC. ANY INTERLINEATION, CUTTING, ERASURE OR OVERWRITING SHALL BE VALID ONLY IF THEY ARE ATTESTED UNDER FULL SIGNATURE(S) OF PERSON(S) SIGNING THE BID ELSE BID SHALL BE LIABLE FOR REJECTION.	
7	IN CASE OF FOREIGN BIDDER, FORMAT (ANNEXURE-F) FOR LANDED COST CALCULATION IS ATTACHED HEREWITH. THIS FORMAT INCLUDES CUSTOMER DUTY CHARGES, INLAND TRANSPORTATION CHARGES, ANT OTHER TAXES AND DUTIES, ANY OTHER CHARGES. ANNEXURE-G IS APPLICABLE FOR INDIA BIDDERS FOR LANDED COST CALCULATION.	
	LODGING & BOARDING CHARGES, LOCAL CONVEYANCE, AIR & INLAND FARE, ANY OTHER CHARGES TOWARDS ERECTION & COMMISSIONING HAS TO BE BORNE BY SUPPLIER / VENDOR ONLY. VENDOR SHOULD QUOTE THEIR RATE BY CONSIDERING ALL THE CHARGES.	
8	PRICING TERMS: PRICES ONCE QUOTED SHALL REMAIN FIRM WITHIN THE VALIDITY OR ANY EXTENSION THEREOF FOR PLACEMENT OF ORDER, TILL COMPLETE EXECUTION OF THE ORDER, WITHOUT ANY ESCALATION/INCREASE FOR ANY REASON, WHATSOEVER, UNLESS SPECIFICALLY PROVIDED FOR IN THE ENQUIRY & PO.	
	PURCHASE ORDERS MAY BE RELEASED SEPARATELY FOR SUPPLY AND SERVICE PORTION ON THE SUCCESSFUL VENDOR.  UNLESS SPECIFIED IN THE TENDER, VENDOR MUST NOTE THAT BHEL WILL ARRIVE THE L1 STATUS FOR EACH ITEM ON LANDED COST BASIS. ACCORDINGLY, ORDER SHALL	-
9	BE PLACED ON LOWEST BIDDER ON INDIVIDUAL ITEM BASIS ONLY, UNLESS BHEL ASK FOR TERMS OTHER THAN THIS ON EXCEPTION BASIS. IN THE COURSE OF EVALUATION, IF MORE THAN ONE BIDDER HAPPENS TO OCCUPY L-1 STATUS, EFFECTIVE L-1 WILL BE DECIDED BY SOLICITING DISCOUNTS FROM THE RESPECTIVE L-1 BIDDERS. IN CASE MORE THAN ONE BIDDERS HAPPENS TO OCCUPY THE L-1 STATUS EVEN AFTER SOLICITING DISCOUNST, THE L-1 BIDDER SHALL BE DECIDED BY A TOSS/DRAW OF LOTS, IN THE PRESENCE OF THE RESPECTIVE BIDDER(S) OR THEIR REPRESENTATIVE(S). RANKING WILL BE DONE ACCORDINGLY. BHEL'S DECISION IN SUCH SITUATION SHALL BE FINAL AND BINDING.	
10	PLEASE MAKE SURE THAT THERE IS NO DISCREPANCY IN BETWEEN ACCEPTED TERMS & CONDITIONS MENTIONED IN THE CHECK LIST AND QUOTATION SUBMITTED BY VENDOR AND IF FOUND SO THEN THE TERMS & CONDITIONS WHICH ARE BENEFICIAL TO BHEL WOULD ONLY BE CONSIDERED.	
11	VENDOR TO ENSURE THAT ITEM & QUANTITY MENTIONED IN THE OFFERS ARE EXACTLY SAME AS PER ENQUIRY. IF ANY DEVIATION IS THERE PARTY MUST MENTION SPECIFIC HEREWITH OTHERWISE BHEL SHALL CONSIDER THAT ITEM & QUANTITY AS REQUIRED IN ENQUIRY.	
12	BHEL RESERVES THE RIGHT TO REJECT THE OFFER, WHICH IS HAVING DEVIATIONS TO THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY.	
13	GST IF APPLICABLE WILL BE PAID EXTRA AGAINST DOCUMENTARY PROOF. THE RATE OF GST SHOULD BE CLEARLY MENTIONED IN THE OFFER.  TERMS OF DELIVERY.	+
14	TERMS OF DELIVERY:  I. FOR INDIGENOUS SUPPLIERS: THE TERMS OF DELIVERY SHOULD BE QUOTED ON F.O.R. DESTINATION (BHEL HERP STORES VARANASI) BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT ONLY). IF ANY BIDDER STILL QUOTES OTHER DELIVERY TERM IN PLACE OF BHEL HERP STORES, THEIR OFFER MAY NOT BE CONSIDERED FOR FURTHER PROCESSING. IT MUST BE SPECIFICALLY NOTED.  II. FOR FOREIGN SUPPLIER: TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT, NHAVA SHEVA, INDIA SEA PORT BASIS (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT, NHAVA SHEVA, INDIA SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES (2% OF FOB IN INR OR AS PER BHEL TRANSPORT RATE CONTRACT WHICHEVER IS HIGHER) FROM MUMBAI TO BHEL VARANASI WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION FOR EACH ITEM.	
	IF ANY INDIAN SUPPLIERS ARRANGE SUPPLY FROM FOREIGN PRINCIPLES/WORKS, TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT, NHAVA SHEVA, INDIA SEA PORT BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT, NHAVA SHEVA, INDIA SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER, FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM JNPT, NHAVA SHEVA, INDIA SEAPORT/MUMBAI AIRPORT TO BHEL VARANASI FOR EACH ITEM WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION.	
	INDIAN CUSTOMS IS IMPOSING A PENALTY ON LATE FILING OF BILL OF ENTRIES (AIR/SEA SHIPMENTS) BY THE IMPORTER. THE MAXIMUM FREE TIME ALLOWED IS 24 HRS FROM THE TIME OF ARRIVAL OF CARGO AT FINAL PORT OF DISCHARGE. RS.5000/- PER DAY (FOR INITIAL 03 DAYS) & RS.10000/- PER DAY (THEREAFTER)	
15	1) THE VENDOR SHOULD FURNISH THE NON-NEGOTIABLE DOCUMENTS (AIR WAY BILL/BILL OF LADING, COMMERCIAL INVOICE, PACKING LIST, CERTIFICATE OF ORIGIN, PORT OF LOADING, NAME OF VESSEL, PURCHASE ORDER NO AND DATE) EITHER BY EMAIL OR POST/COURIER TO BHEL WELL BEFORE THE LANDING OF CARGO AT FINAL PORT OF DISCHARGE.	
	2) VENDOR WILL BE HELD RESPONSIBLE FOR THE PENALTY ARISES AGAINST THE LATE FILING OF BILL OF ENTRY DUE TO: A. NON AVAILABILITY OF NON-NEGOTIABLE DOCUMENTS (NNDS) BEFORE THE CARGO ARRIVAL B. DISCREPANCY IN DOCUMENTS C. SHORT LANDING OF CONSIGNMENTS (FOR SHIPMENTS ON CFR/CPT/CIF/CIP – JNPT, NHAVA SHEVA, INDIA PORT)	
16	INSURANCE CHARGES SHALL BE TO VENDOR'S ACCOUNT ONLY IF PRICE QUOTED ON BHEL HERP STORES BASIS. IN CASE PRICE QUOTED IS ON CIF JNPT, NHAVA	
16	SHEVA, INDIA BASIS/ CFR MUMBAI AIRPORT BASIS, INSURANCE UP TO CIF JNPT, NHAVA SHEVA, INDIA SEA PORT / MUMBAI AIRPORT SHALL BE IN VENDOR	<u> </u>

ANNEXURE-Z REV-01

ACCOUNT.

17

#### TERMS OF PAYMENT FOR INDIGENOUS OFFER:(SUPPLY AND E&C TO BE DONE BY VENDOR)

PAYMENT TERMS :80 % OF SUPPLY VALUE SHALL BE PAID AGAINST SRV AS PER NIT T&C FROM THE DATE OF RECEIPT OF MATERIAL AT BHEL. BALANCE 20% OF SUPPLY AND 100% OF E&C PORTION OF PO VALUE SHALL BE PAID ON ISSUE OF INSTALLATION CERTIFICATE. PAYMENT OF INSTALLATION VALUE SHALL BE MADE AGAINST INSTALLATION CERTIFICATE ISSUED BY BHEL. INSTALLATION CERTIFICATE SHALL BE ISSUED ON SATISFACTORY COMPLETION OF ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS ETC. AS ENVISAGED IN PO AND SUBMISSION OF PBG (PERFORMANCE BANK GUARANTEE).

PAYMENT AS ABOVE WILL BE MADE AS PER BELOW CATEGORIES: -

I. FOR MSEs VENDORS: 80% PAYMENT WITHIN 45 DAYS OF SRV AND SUBMISSION OF BILL.

II. FOR NON-MSEs SUPPLIERS: 80% PAYMENT WITHIN 90 DAYS OF SRV AND SUBMISSION OF BILL.

#### BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -

PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS.

PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS:

(A)PAYMENT OF GST AMOUNT INTO GOVT.ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL.

(B) FILING OF GST RETURN WITHIN SCHEDULED DATE.

(C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC ON GSTN PORTAL.

NOTE: ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE.

UNDER ALL CIRCUMSTANCES. CEBG SHALL BE KEPT VALID. TILL THE PBG BECOMES OPERATIONAL.

#### TERMS OF PAYMENT FOR FOREIGN OFFERS:( SUPPLY AND E&C TO BE DONE BY VENDOR)

(I) TOTAL SUPPLIES ARE TO BE FROM FOREIGN SOURCE. WHERE THE PAYMENTS ARE THROUGH L.C (L.C OPENING CHARGES ARE TO BE LOADED) PAYMENT OF SUPPLY VALUE SHALL BE 80% ON DISPATCH AND BALANCE 20% OF SUPPLY VALUE AND 100% OF E&C PORTION OF PO VALUE SHALL BE PAID ON ISSUE OF INSTALLATION CERTIFICATE. PAYMENT OF INSTALLATION VALUE SHALL BE MADE AGAINST INSTALLATION CERTIFICATE ISSUED BY BHEL. INSTALLATION CERTIFICATE SHALL BE ISSUED ON SATISFACTORY COMPLETION OF ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS, TRAINING TO OPERATORS ETC. AS ENVISAGED IN PO AND SUBMISSION OF PBG (PERFORMANCE BANK GUARANTEE. THE L.C. SHALL BE OPENED BY BHEL AS PER THE FOLLOWING.

WITHIN 30 DAYS OF RECEIPT OF ACCEPTABLE CEBG, AN IRREVOCABLE UNCONFIRMED **USANCE L/C WITH 120 DAYS CREDIT** WILL BE OPENED FOR 30% OF THE PAYMENT TOWARDS SUPPLY, DUE ON SHIPMENT I.E. 24% OF THE SUPPLY VALUE OF THE P.O. (30% OF 80%). NOT EARLIER THAN 60 DAYS BEFORE THE SHIPMENT DATE, THE VALUE OF THIS IRREVOCABLE UNCONFIRMED L/C WOULD BE ENHANCED FROM 24% TO 80% OF THE SUPPLY VALUE OF THE P.O. THE ABOVE L/C CAN BE NEGOTIATED AFTER THE SHIPMENT AGAINST SUBMISSION OF B/L OR AWB, AND SUCH OTHER DOCUMENTS, AS MENTIONED IN THE P.O. OR L/C AND SUBMISSION OF PED ISPATCH INSPECTION REPORT OF BHEL. THIS L/C WILL BE VALID FOR A PERIOD EXTENDING 21 DAYS BEYOND THE SHIPMENT DATE FOR NEGOTIATION OF DOCUMENTS.

(II) WHENEVER THERE IS AN INDIAN AGENT TO REPRESENT A SUPPLIER, IT IS ESSENTIAL TO GIVE THE DETAILS OF SERVICES TO BE RENDERED BY INDIAN AGENT AND / OR THE DETAILS OF AGREEMENT BETWEEN SUPPLIER AND AGENT. INDIAN AGENT COMMISSION SHOULD BE INCLUDED IN THE PRICE QUOTED BY THE PARTY. IF NOT, SUPPLIER TO INDICATE THE AGENCY COMMISSION PAYABLE, THEN INDIAN AGENCY COMMISSION WILL BE PAID ONLY IN INDIAN RUPEES, CALCULATED AT THE RATE OF EXCHANGE PREVAILING ON THE DATE OF THE TENDER OPENING. THIS IS PAYABLE ON SATISFACTORY COMPLETION OF THE CONTRACT. THIS COST WILL BE LOADED WHILE ARRIVING AT LANDED COST CALCULATION.

NOTE: IN ORDER TO MAINTAIN SANCTITY OF THE TENDER SYSTEM, IT IS ESSENTIAL THAT ONE AGENT CANNOT REPRESENT TWO SUPPLIERS OR QUOTE ON THEIR BEHALF IN A PARTICULAR TENDER ENQUIRY. IF ANY AGENT REPRESENTS MORE THAN ONE SUPPLIERS, ALL THE OFFERS ASSOCIATED WITH THE AGENT WILL BE REJECTED.TAX DEDUCTION AT SOURCE IS APPLICABLE TO THE AGENCY COMMISSION PAID TO THE INDIAN AGENT AS PER PREVAILING RATE.

(III) THE SECOND IRREVOCABLE & UNCONFIRMED LETTER OF CREDIT FOR 20% OF SUPPLY PORTION AND & 100% OF E&C CHARGES WILL BE OPENED 15 DAYS PRIOR TO THE SCHEDULED AND CONFIRMED ARRIVAL OF THE TECHNICIANS OF SUPPLIER WITH THEIR NAMES THE VALIDITY OF THIS L/C WOULD BE SUFFICIENT TO COVER THE PERIOD REQUIRED FOR THE COMPLETION OF INSTALLATION + 21 DAYS AS NEGOTIATION PERIOD. THIS L.C CAN BE NEGOTIATED I) AFTER COMPLETION OF THE INSTALLATION OF THE EQUIPMENT IN BHEL. THIS IS SUBJECT TO THE SUBMISSION OF PERFORMANCE BANK GUARANTEE FOR 10% OF CONTRACT VALUE VALID FOR 60 DAYS BEYOND THE GUARANTEE / WARRANTY PERIOD OF 24 MONTHS FROM THE DATE OF COMMISSIONING. THE BANK GUARANTEE IS TO BE ATTESTED BY INDIAN EMBASSY & TO BE REGISTERED IN INDIA. PBG CONFIRMATION CHARGES SHALL BE BORNE BY VENDOR.

NOTE- UNDER ALL CIRCUMSTANCES. CEBG SHALL BE KEPT VALID. TILL THE PBG BECOMES OPERATIONAL.

#### LOADING OF PAYMENT TERM:

IF PAYMENT TERMS AS MENTIONED BY BHEL ARE NOT AGREED BY BIDDER, SUCH BIDDER HAVE TO SUBMIT BANK GUARANTEE AT THE TIME OF PAYMENT / OPENING OF LC IN THE PRECISBED FORMAT OF THE AMOUNT, EXCEEDING 80% OF THE PO VALUE, VALID TILL ISSUE OF E&C CERTIFICATE FOR THE EQUIPMENT. HOWEVER, IN NO CASE, PAYMENT AGAINST DISPATCH SHALL EXCEED 90% OF THE PO VALUE.

ADDITIONALLY, FOR ANY DEVIATION SOUGHT INCLUDING AS MENTIONED ABOVE, IN PAYMENT TERM BY BIDDER W.R.T. TENDER CONDITIONS, FOLLOWING LOADING SHALL BE FOLLOWED: -

IN CASE OF DEVIATION, LOADING OF INTEREST RATE @SBI MCLR RATE + 6% (AS ON PART-1 OPENING DATE) SHALL BE LOADED WHILE ARRIVING AT LANDED COST TO BHEL TO THE EXTENT TO WHICH IT IS NOT AGREED BY THE BIDDER.

#### ADDITIONAL TERMS: -

- I. SUPPLIER SHALL BEAR THE L/C CONFIRMATION CHARGES IN CASE OF CONFIRMED L/C AMENDED ON HIS REQUEST.
- II. BANK CHARGES OUT SIDE INDIA ARE TO THE SUPPLIER'S ACCOUNT.
- III. IN CASE OF L/C EXTENSION CAUSED BY DELAYS, ATTRIBUTABLE TO THE SUPPLIER, THE L/C EXTENSION CHARGES ARE TO BE BORNE BY THE SUPPLIER.
- IV. ANY FREE REPLACEMENT DUE TO SHORT SUPPLY OR WARRANTY REPLACEMENT WILL ATTRACT CUSTOMS DUTY ETC. ALL SUCH EXTRA EXPENDITURE TO BHEL WILL BE RECOVERED FROM SUPPLIER. OTHERWISE THE SAME WILL BE RECOVERED FROM 20% BALANCE PAYMENT, FROM AGENCY COMMISSION, ETC.

VALUE FOR ERECTION & COMMISSIONING AT BHEL:

ERECTION & COMMISSIONING (E&C) VALUE WILL INCLUDE SERVICES TO BE RENDERED AT BHEL LIKE ERECTION, COMMISSIONING, JOB PROVING, PERFORMANCE TESTS,

19

18

ANNEXURE-Z REV-01

AND TRAINING TO OPERATORS FTC THE ESTIMATED PERCENTAGE OF E&C VALUE SHALL BE MORE THAN OR EQUAL TO 7.5%. E&C VALUE SHOULD BE QUOTED SEPARATELY BY BIDDERS. ONLY IN CASE WHERE QUOTED VALUE IS LESS THAN THE VALUE (IN %) SPECIFIED IN THE NIT OR SEPARATE E&C VALUES ARE NOT MENTIONED IN THE OFFER, VALUE FOR E&C PORTION SHALL BE DEEMED TO BE CONSIDERED AS THE VALUE INDICATED IN NIT & ACCORDINGLY SUPPLY VALUE WILL BE ADJUSTED FROM THAT QUOTED VALUE AND BALANCE WILL BE RELEASED AS E&C PAYMENT AS PER CLAUSE 17. CONTRACT EXECUTION BANK GUARANTEE (CERG): THE CEBG SHALL BE FOR THE DUE AND FAITHFUL PERFORMANCE OF THE CONTRACT AND SHALL REMAIN BINDING NOT WITHSTANDING SUCH VARIATIONS, ALTERNATIONS OR EXTENSIONS OF TIME AS MAY BE MADE, GIVEN, CONCEDED OR AGREED TO BETWEEN THE SUPPLIER / VENDOR AND BHEL UNDER THESE TERMS & CONDITIONS OR OTHERWISE THE CEBG FURNISHED BY THE TENDERER WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT FINALLY CONCLUDED BETWEEN THE PARTIES AND THE BHEL WILL NOT BE LIABLE FOR PAYMENT OF ANY INTEREST ON THECEBG OR ANY DEPRECIATION THEREOF THE SUCCESFUL VENDOR SHALL HAVE TO FURNISH A CONTRACT EXECUTION BANK GUARANTEE(CEBG) FOR 10% (TEN PERCENT) OF THE TOTAL PO VALUE IN THE PRESCRIBED FORMAT WITHIN 30 DAYS FROM THE DATE OF PO BUT BEFORE LC OPENING. CEBG SHALL BE FROM THE ONE OF THE CONSORTIUM BANKS OF BHEL OR FROM A REPUTED BANK AND CONFIRMED BY ANY CONSORTIUM BANKS OF BHEL. ALL BANK CHARGES ON ACCOUNT OF ISSUANCE AND CONFIRMATION OF CEBG WHETHER INCURRED IN INDIA OR OUTSIDE INDIA WILL HAVE TO BE BORNE BY THE VENDOR. 20 CEBG SHALL BE KEPT VALID UNTIL 30 DAYS AFTER THE DATE OF INSTALLATION CERTIFICATE, WHICH WILL BE ISUUED ON COMPLETION OF INSTALLATION OF EQUIPMENT WHICH INCLUDES FRECTION COMMISSIONING TOR PROVING PERFORMANCE TESTS. TRAINING TO OPERATORS FTC. AS PRESCRIBED IN POLLINDER ALL CIRCUMSTANCES, CEBG SHALL BE KEPT VALID, TILL THE PBG BECOMES OPERATIONAL IF THE SUPPLIER FAILS TO SURMIT THE CERG EVEN WITHIN 60 DAYS FROM THE DATE OF PO. RHEL RESERVES THE RIGHT TO CANCEL THE PO AND FORFEIT FMD GIVEN BY THE SUPPLIER. IN ADDITION. IN SUCH CASE, ACTION WILL BE INITIATED IN LINE WITH EXTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS. NOTE: IN CASE OF NON SUBMISSION OF CEBG WITHIN TWO MONTHS. BHEL SHALL CHARGE @ 1.5% PER MONTH ON THE CEBG AMOUNT FOR THE DELAYED PERIOD PORTION BEYOND 2 MONTHS AND DEDUCT THE SAME IN THE FINAL BILL. THE CEBG SHOULD BE FURNISHED AS PER PROFORMA ENCLOSED IN ANNEXURE-BG. THE CEBG SHALL BE IN THE CURRENCY OF THE PURCHASE ORDER. THE CEBG SHALL BE REFUNDED / BANK GUARANTEE RELEASED ON APPLICATION BY VENDOR /CONTRACTOR AFTER COMMISSIONING OF THE EQUIPMENT AND AFTER IT HAS DISCHARGED ALL HIS OBLIGATIONS UNDER THE CONTRACT AND PRODUCED A CERTIFICATE FROM BHEL, CERTIFYING DUE COMPLETION OF THE WORK AND SUBMITTED A 'NO DEMAND CERTIFICATE' THE VENDOR SHALL ENSURE THAT THEIR BANK DETAILS ARE UPDATED WITH US FOR TIMELY PAYMENT THROUGH EFT (ELECTRONICS FUND TRANSFER). 21 EARNEST MONEY DEPOSIT: EMD of Rs 200000/- (TWO LAKHS ONLY) TO BE SUBMITTED FOR THIS TENDER ENQUIRY. MSES & CENTRAL/STATE PSE SHALL BE EXEMPTED FROM PAYMENT OF EARNEST MONEY COST AT THE TIME OF TENDER DEPOSIT. HOWEVER, THERE IS NO EXEMPTION OF SECURITY DEPOSIT SUBMISSION. NO BENEFITS SHALL BE APPLICABLE FOR THAT PARTICULAR ENQUIRY IF THE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING UNLESS SPECIFICALLY STATED OTHERWISE, BIDDER SHALL HAVE TO DEPOSIT ANY/ALL PAYMENTS THROUGH EFT IN FAVOUR OF BHARAT HEAVY ELECTRICALS LTD. COPY OF THE UTR RECEIPT FOR EACH PAYMENT SHALL BE ENCLOSED ALONG WITH TECHNO-COMMERCIAL OFFER. PARTIES SHALL ALSO INTIMATE BHEL IN RESPECT OF SUCH TRANSACTIONS THROUGH E-MAIL AT amit.kumar@bhel.in/cvksingh@bhel.in. EFT DETAILS OF BHEL ARE AS FOLLOWS (DULY FILLED AND SIGNED FORM IS ALSO ATTACHED): IN CASE OF FOREIGN BIDDERS, E-PAYMENT FOR EMD/TENDER COST IS ACCEPTABLE. 22 EMD BY THE TENDERER WILL BE FORFEITED AS PER THE TENDER DOCUMENT S(SCHEDULE), IF THE SUCCESSFUL BIDDER/VENDOR REFUSES TO HONOR THE ORDER AFTER AWARD OF THE SAME ON HIM AND/OR WITHDRAWS HIS BID AND/OR UNILATERALLY CHANGES THE OFFER AND/OR ANY OF ITS TERMS& CONDITIONS WITHIN THE VALIDITY PERIOD OR FAILS TO SUBMIT PBG EVEN WITHIN 60 DAYS FROM THE DATE OF PO. EMD GIVEN BY ALL UNSUCCESSFUL TENDERES SHALL BE REFUNDED ON ACCEPTANCE OF AWARD / LOI/ PO BY SUCCESSFUL TENDERER. THE EMD OF SUCCESSFUL BIDDER SHALL BE RETURNED AFTER SUBMISSION OF CONTRACT EXECUTION BANK GUARANTEE. BANK DETAILS (EFT), BHEL-HERP, VARANASI BANK NAME STATE BANK OF INDIA IESC CODE SBIN0000201 ACCOUNT NUMBER 11103264820 RRANCH CODE 0201 ADDRESS STATE BANK OF INDIA, MAIN BRANCH KACHAHERI, VARANASI, PAN NO AAACR4146P GST NO 09AAACB4146P2ZC P.B.G. TERMS: THE VENDOR IS REQUIRED TO SUBMIT A PERFORMANCE BANK GUARANTEE ON THE PRESCRIBED BHEL FORMAT ANNEXURE-PBG FROM ANY OF THE CONSORTIUM BANKS OF BHEL EQUAL TO THE VALUE OF 10% (TEN PERCENT) OF THE TOTAL ORDER VALUE VALID FOR 60 DAYS BEYOND THE AGREED WARRANTY / GUARANTEE PERIOD. THE PBG CONFIRMATION CHARGES IS TO BE BORNE BY VENDOR. 23 PERFORMANCE BANK GUARANTEE OF FOREIGN SUPPLIERS SHOULD BE CONFIRMED BY OUR CONSORTIUM BANK IN INDIA AND ARE PAYABLE IN INDIA. PERFORMANCE BANK GUARANTEE SHALL BE RELEASED ON APPLICATION BY THE VENDOR /CONTRACTOR AFTER COMMISSIONING OF THE EQUIPMENT AND AFTER HE HAS DISCHARGED ALL HIS OBLIGATIONS UNDER THE CONTRACT AND PRODUCED A CERTIFICATE FROM BHEL, CERTIFYING DUE COMPLETION OF THE WORK DETAILS ON CAPACITY /SUPPLY AND E&C- PERFORMANCE OF THE VENDOR: THE FOLLOWING DETAILS SHALL BE FILLED BY THE VENDOR IN THE ANNEXURE I OF THIS TENDER (ATTACHED WITH THIS TENDER) AND SUBMITTED ALONG WITH 24 TECHNICAL BID (PART-I): (A) CAPACITY DETAILS IN PART (A) ARE ABOUT THE MANUFACTURING CAPACITY (MAJOR MACHINE: CATEGORY-WISE & NUMBER-WISE), NO. OF MACHINES SUPPLIED DURING LAST 5 YEARS, OUTSTANDING ORDER BOOK POSITION, LIQUIDATION PLAN OF ALL MACHINES INCLUDING BHEL MACHINES UNDER CONSIDERATION FOR ORDERING. WHEREVER POSSIBLE, EFFORTS ARE TO BE MADE TO CONTACT SOME OF THE REFERENCES OF PAST SUPPLIES GIVEN.

ANNEXURE-Z REV-01

(B) THE PERFORMANCE DETAILS OF SUPPLIES TO BHEL IS SOUGHT IN PART (B) FOR THE POS PLACED BY BHEL WHICH CAN BE VERIFIED; HENCE SUBMISSION OF THESE INFORMATION BY VENDORS IS MANDATORY. BHEL WILL RESERVE THE RIGHT TO REJECT THE OFFER, IF PAST PERFORMANCE OF THE BIDDER IS EVALUATED TO BE UNSATISFACTORY AND / OR FALSE INFORMATION IS GIVEN BY THE BIDDER.

THE ACTUAL / LIKELY SUPPLY AND E&C PERIOD VIS-À-VIS SCHEDULED SUPPLY AND E&C PERIOD (DELAY FOR REASONS ATTRIBUTABLE TO VENDOR ONLY TO BE CONSIDERED) SHALL BE CONSIDERED FOR ALL THE MACHINES AGAINST THE POS PLACED BY BHEL DURING LAST 5 YEARS (LIMITED TO 5 LATEST EXECUTED POS) AND ALL POS OVERDUE FOR SUPPLY AND/OR E&C.

#### DETAILS ON CAPACITY /SUPPLY AND E&C- PERFORMANCE OF THE VENDOR: CONTINUED

FOR PURPOSE OF CALCULATION OF DELIVERY INDEX IN CASE OF OVERDUE POS, THE DELAY PERIOD FOR SUPPLY AND/OR E&C WILL BE RECKONED FROM THE DATE OF BID OPENING OF THE TENDER UNDER EVALUATION. IN CASE OF TWO-PART BID, PART-I (I.E TECHNO-COMMERCIAL BID) SHALL BE CONSIDERED AS DATE OF BID OPENING. EARLY SUPPLY AND/OR E&C VIS-À-VIS SCHEDULED DATES WILL NOT BE ENTITLED FOR ANY CONSIDERATION FOR CALCULATION OF DELIVERY INDEX. DELAY IN E&C SHALL BE APPLICABLE ONLY IN SUCH CASES WHERE E&C PERIOD HAS BEEN MENTIONED IN THE PO.

IN CASE A PO INCLUDES MORE THAN ONE MACHINE, THEN ALL THE MACHINES OF THE PO SHALL BE CONSIDERED FOR CALCULATION OF DELIVERY INDEX.

25 DELIVERY INDEX =  $\Sigma_{(I=1)^N} (((\Delta X_I + \Delta Y_I))/((XI + YI)))/N$ 

I = NO. OF MACHINES; WHERE, I = 1...... TO N (N = NO. OF M/CS.) XI = SCHEDULED DELIVERY (NO. OF DAYS)  $\Delta XI$  = SUPPLY DELAY (NO. OF DAYS) YI = SCHEDULED E&C (NO. OF DAYS)  $\Delta YI$  = E&C DELAY (NO. OF DAYS)

IF DELIVERY INDEX OF ANY BIDDER IS  $\geq$  0.20, THEN THE PARTICULAR OFFER SHALL BECOME LIABLE FOR REJECTION. HOWEVER, BHEL RESERVES THE RIGHT TO ACCEPT OFFERS WITH DELIVERY INDEX  $\geq$  0.20 AGAINST JUSTIFIED REASONS.

#### LIQUIDATED DAMAGES (LD):

- TIME IS THE ESSENCE OF THE CONTRACT. THE ORDERED ITEMS SHALL BE DELIVERED AND COMMMISSIONED AS PER THE DELIVERY PERIOD MENTIONED IN THE PURCHASE ORDER.
- FAILURE TO SUPPLY AND/OR COMPLETION OF E&C WITHIN THE DELIVERY TIME AS PER PURCHASE ORDER WILL MAKE THE VENDOR LIABLE TO AN UNCONDITIONAL PENALTY.
- 3. THE PERIOD FOR CALCULATING DELAY IN SUPPLY FOR PURPOSE OF LD CALCULATION SHALL BE AS UNDER:

#### FOR INDIAN BIDDERS:

LD FOR DELAYED SUPPLY SHALL BE CALCULATED FROM THE SCHEDULED DELIVERY DATE AS PER PO TO THE DATE OF RECEIPT OF MACHINE AT BHEL HERP STORES i.e. SRV Date. PDI CALL SHALL BE GIVEN ATLEAST 15 DAYS IN ADVANCE FOR TRAVEL DOCUMENTATIONS AND OTHER REQUIREMENTS.

#### FOR FOREIGN BIDDERS:

LD FOR DELAYED SUPPLY SHALL BE CALCULATED FROM THE SCHEDULED DELIVERY DATE AS PER PO (i.e. 6 MONTHS FOM PO DATE)

TO THE DATE OF BILL OF LADING. PRE DISPATCH INSPECTION (PDI) CALL SHALL BE GIVEN ATLEAST 30 DAYS IN ADVANCE FOR TRAVEL

DOCUMENTATIONS AND OTHER REQUIREMENTS.

### 4. THE PERIOD FOR CALCULATING E&C DELAY FOR LD CALCULATION SHALL BE AS UNDER: FOR INDIAN BIDDERS AND FOR FOREIGN BIDDERS

FOR INDIAN BIDDERS AND FOR FOREIGN BIDDER

LD FOR DELAYED E & C SHALL BE CALCULATED FROM THE SCHEDULED COMMISSIONING DATE AS PER PO (i.e. WITHIN 60 DAYS OF RECEIPT OF INTIMATION FROM BHEL FOR SITE READINESS) TO DATE OF COMMISSIONING CERTIFICATE.

BHEL IS NOT LIABLE FOR DELAYED OA FOR OPENING LC OR CORRECTIONS/AMENDMENT TO LC ASKED AFTER OPENING OF LC.

#### APPLICABLE PENALTY: -

26

FOR THE PURPOSE OF PENALTY, FOR DELAY IN E&C OF THE EQUIPMENT THE DURATION WILL BE RECKONED FROM THE DATE OF INTIMATION BY BHEL TO VENDOR FOR READINESS OF SITE.

PENALTY ON DELAY IN 'SUPPLY' AND/OR 'E&C' WILL BE APPLICABLE TO THE DELAYS ATTRIBUTED TO VENDOR. PENALTY WILL BE CONSIDERED SEPARATELY FOR 'SUPPLY' AND 'E&C'.

THE RATE OF PENALTY FOR DELAYED SUPPLY SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY + E&C) IN SUPPLY SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE (SUPPLY + E&C).

THE RATE OF PENALTY FOR DELAYED E&C SHALL BE @ 0.5% PER WEEK OF DELAY OF TOTAL PO VALUE (SUPPLY E&C) IN E&C SUBJECT TO A MAXIMUM OF 10% OF TOTAL PO VALUE (SUPPLY + E&C).

MAXIMUM PENALTY FOR DELAY IN SUPPLY AND E&C TOGETHER SHALL BE LIMITED TO 15% OF TOTAL PO VALUE (SUPPLY + E&C).

IN CASE ANY BIDDER IS NOT ACCEPTING THE ABOVE PENALTY FOR DELAYED SUPPLY AND/OR E&C, THE OFFER OF BIDDER SHALL BE LOADED TO THE EXTENT TO WHICH IT IS NOT AGREED BY THE BIDDER. THE EXTRA LOADING WILL BE INTIMATED BEFORE OPENING OF PRICE BID OR REVERSE AUCTION BY BHEL.

GENERAL:

IN CASE, ANY SHORTAGE IS NOTICED VIZ-A-VIZ PO REQUIREMENT IN THE MAIN EQUIPMENT / SPARES, SUCH SHORTAGES SHALL BE REPLENISHED BY SUPPLIER ON FOR

ANNEXURE-Z REV-01

	ANNEXURE-Z REV-01		
	DESTINATION BASIS WITHOUT ANY COST IMPLICATION TO BHEL I.E. CUSTOM DUTY AND FREIGHT CHARGES ETC. UP TO DESTINATION FOR SUCH SHORT SUPPLIES SHALL BE BORNE BY THE SUPPLIER.		
	SUPPLY PERIOD INDICATED BY BIDDER SHOULD INCLUDE REASONABLE TIME REQUIRED FOR APPROVAL OF DRAWINGS AND OTHER INPUTS FROM BHEL. IN THE TECHNO-COMMERCIAL BID, THE BIDDER SHALL SUBMIT MILESTONES FOR VARIOUS ACTIVITIES IN CO-RELATION WITH SUPPLY AND E&C PERIOD QUOTED BY HIM.		
	VENDORS ARE REQUESTED TO QUOTE FOR THIS TENDER. ANY INTIMATION REGARDING CHANGES IN TECHNICAL OR COMMERCIAL, DURING TENDER EVALUATION, WILL BE INTIMATED ONLY TO THE VENDORS WHO HAVE PARTICIPATED IN THIS TENDER.		
	LOADING OF LIQUIDATED DAMAGES (LD):		
27	IN CASE ANY BIDDER IS NOT ACCEPTING THE ABOVE LD CLAUSE FOR DELAYED SUPPLY AND/OR E&C, THE OFFER OF BIDDER SHALL BE LOADED TO THE EXTENT TO WHICH IT IS NOT AGREED BY THE BIDDER.		
28	<b>DELIVERY PERIOD:</b> DELIVERY PERIOD FOR ALL THE ITEMS SHALL BE AS PER CLAUSE 18 OF ANNEXURE-A.		
29	IF ANY VENDOR DOES NOT SUPPLY THE ITEM WITHIN THE PURCHASE ORDER DELIVERY PERIOD, BHEL MAY/MAY NOT ACCEPT THE SUPPLY AT ITS SOLE DISCRETION.		
	REVERSE AUCTION: BHEL MAY BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON <u>WWW.BHEL.COM</u> ) FOR THIS TENDER. RA MAY CONDUCTED AMONG ALL THE TECHNO-COMMERCIALLY QUALIFIED BIDDERS AS PER ACUTAL SITUATION AFTER PART-1 OPENING.		
30	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.		
31	IF ANY OF THE VENDORS DO NOT ACCEPT THE ABOVE POINT MENTIONED AT SL. NO. 28, THEIR OFFER MAY BE LIABLE FOR REJECTION WITHOUT INTIMATION.		
32	RISK PURCHASE: IN CASE OF DELAY IN SUPPLIES/ DEFECTIVE SUPPLIES/NON EXECUTION OF PURCHASE ORDER ETC. (FOR DETAILS, REFER GUIDELINES FOR RISK PURCHASE), BHEL MAY CANCEL THE ORDER IN FULL OR PART THEREOF/ MAY ALSO MAKE THE PURCHASE OF SUCH MATERIALS FROM ELSEWHERE/ALTERNATIVE SOURCES AT THE RISK & COST OF SUPPLIER.BHEL MAY ALSO MANUFACTURE THE ITEM IN-HOUSE IN PART OR FULL DEPENDING UPON THE URGENCY OF THE ITEM.  GUIDELINES FOR RISK PURCHASE IS AVAILABLE ON BHEL WEBSITE "https://herp.bhel.com" at "Notice". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS GUIDELINE BEFORE SUBMITTING THEIR OFFER AGAINST BHEL, HERP TENDER ENQUIRIES. IN CASE RISK PURCHASE IS APPLIED, BHEL SHALL TAKE ACTION AGAINST THE NON-PERFORMING AND/OR DEFAULTING SUPPLIERS/ CONTRACTORS IN LINE WITH THIS GUIDELINE ONLY.		
33	BHEL MAY SHORT CLOSE/CANCEL AN ORDER AT ANY TIME DURING THE CURRENCY OF THE CONTRACT/PO IRRESPECTIVE OF THE PO DELIVERY DATE, IF  (I) THE WORK PROGRESS OF THE VENDOR IS POOR, OR  (II) THE DELIVERY REQUIREMENT OF THE ITEM IS VERY CRITICAL & NOT BEING MET BY THE VENDOR ON WHICH ORDER HAS BEEN PLACED, OR  (III) THERE IS NO RESPONSE FOR IMPROVEMENT IN DELIVERY AS PER BHEL REQUIREMENT,		
34	THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER 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 <a href="https://www.bhel.com">www.bhel.com</a>		
35	RESERVATION RIGHTS OF BHEL: – BHEL RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS WITHOUT ASSIGNING ANY REASONS THEREOF. BHEL ALSO RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITIES. VENDORS SHOULD BE PREPARED TO ACCEPT ORDER FOR REDUCED QUANTITIES WITHOUT ANY EXTRA CHARGES. VENDOR SHOULD ALSO BE PREPARED FOR GIVING DISCOUNT IN CASE OF INCREASE IN QUANTITY.		
36	NON-DISCLOSURE AGREEMENT: ALL DRAWINGS AND STANDARDS ARE PROPRIETARY OF BHEL. IT MUST NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY. ALL SUPPLIERS SHALL FURNISH NDA (NON-DISCLOSURE AGREEMENT) AGAINST USE OF DOCUMENTS FURNISHED BY BHEL TOWARDS UN-AUTHORIZED USE EXCEPT FOR THE PURPOSE IT HAS BEEN FURNISHED.		
	A. SETTLEMENT OF DISPUTES & ARBITRATION:		
	A.1 ARBITRATION:  EXCEPT AS PROVIDED ELSEWHERE IN THIS CONTRACT, IN CASE PARTIES ARE UNABLE TO REACH AMICABLE SETTLEMENT (WHETHER BY CONCILIATION TO BE CONDUCTED AS PROVIDED IN CLAUSE A.2 HEREIN BELOW OR OTHERWISE) 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 (HEREINAFTER REFERRED TO AS THE "DISPUTE"), THEN, EITHER PARTY MAY, COMMENCE ARBITRATION IN RESPECT OF SUCH DISPUTE BY ISSUANCE OF A NOTICE IN TERMS OF SECTION 21 OF THE ARBITRATION & CONCILIATION ACT, 1996 (HEREINAFTER REFERRED TO AS THE "NOTICE"). THE NOTICE SHALL BE ADDRESSED TO THE HEAD OF THE BHEL VARANASI ISSUING THE CONTRACT AND SHALL CONTAIN THE PARTICULARS OF ALL CLAIMS TO BE REFERRED TO ARBITRATION IN SUFFICIENT DETAIL AND SHALL ALSO INDICATE THE MONETARY AMOUNT OF SUCH CLAIM. WITHIN 60 DAYS OF RECEIPT OF THE COMPLETE NOTICE, THE HEAD OF THE BHEL VARANASI ISSUING THE CONTRACT SHALL OFFER NAMES OF THREE PROPOSED ARBITRATORS TO THE INVOKING PARTY ADVISING TO CHOOSE ANY ONE OF THE THREE NAMES TO BE APPOINTED AS SOLE ARBITRATOR. ON GETTING CONFIRMATION FROM THE INVOKING PARTY REGARDING THE ARBITRATOR CHOSEN FROM AMONG THE NAMES SO OFFERED, THE HEAD OF THE BHEL VARANASI ISSUING THE CONTRACT, SHALL APPOINT SUCH CHOSEN PERSON AS THE SOLE ARBITRATOR FOR CONDUCTING THE ARBITRATION. THE LANGUAGE OF ARBITRATION SHALL BE ENGLISH.		
37	THE ARBITRATOR SHALL PASS A REASONED AWARD.		
J	SUBJECT AS AFORESAID, THE PROVISIONS OF ARBITRATION AND CONCILIATION ACT 1996 (INDIA) OR STATUTORY MODIFICATIONS OR RE-ENACTMENTS THEREOF AND THE RULES MADE THEREUNDER AS IN FORCE FROM TIME TO TIME SHALL APPLY TO THE ARBITRATION PROCEEDINGS UNDER THIS CLAUSE. THE SEAT OF ARBITRATION SHALL BE VARANASI (THE PLACE FROM WHERE THE CONTRACT IS ISSUED). THE CONTRACT SHALL BE GOVERNED BY AND BE CONSTRUED AS PER PROVISIONS OF THE LAWS OF INDIA. SUBJECT TO THIS PROVISION 2.21.1.1 REGARDING ARBITRATION, THE PRINCIPAL CIVIL COURT EXERCISING ORDINARY CIVIL JURISDICTION OVER THE AREA WHERE THE SEAT OF ARBITRATION IS LOCATED SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTE TO THE EXCLUSION OF ANY OTHER COURT.		
	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 COMMERCIAL CONTRACT(S) BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES (CPSES)/ PORT TRUSTS INTER SE AND ALSO BETWEEN CPSES AND GOVERNMENT DEPARTMENTS/ORGANIZATIONS (EXCLUDING DISPUTES CONCERNING RAILWAYS, INCOME TAX, CUSTOMS & EXCISE DEPARTMENTS), SUCH DISPUTE OR DIFFERENCE SHALL BE TAKEN UP BY EITHER PARTY FOR RESOLUTION THROUGH AMRCD (ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES) AS MENTIONED IN DPE OM NO. 4(1)/2013-DPE(GM)/FTS-1835 DATED 22-05-2018 AS AMENDED FROM TIME TO TIME.		
	THE COST OF ARBITRATION SHALL INITIALLY BE BORNE EQUALLY BY THE PARTIES SUBJECT TO THE FINAL ALLOCATION THEREOF AS PER THE AWARD/ORDER PASSED BY THE ARBITRATOR.		
	NOTWITHSTANDING THE EXISTENCE OF ANY DISPUTE OR DIFFERENCES AND/OR REFERENCE FOR THE ARBITRATION, THE VENDOR SHALL PROCEED WITH AND CONTINUE		

ANNEXURE-Z REV-01

WITHOUT HINDRANCE THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT WITH DUE DILIGENCE AND EXPEDITION IN A PROFESSIONAL MANNER UNLESS THE DISPUTE INTER-ALIA RELATES TO CANCELLATION. TERMINATION OR SHORT-CLOSURE OF THE CONTRACT BY BHEL. A.2 CONCILIATION: IF AT ANY TIME (WHETHER BEFORE, DURING OR AFTER THE ARBITRAL OR JUDICIAL PROCEEDINGS), ANY DISPUTES (WHICH TERM SHALL MEAN AND INCLUDE ANY DISPUTE, DIFFERENCE, QUESTION OR DISAGREEMENT ARISING IN CONNECTION WITH CONSTRUCTION, MEANING, OPERATION, EFFECT, INTERPRETATION OR BREACH OF THE AGREEMENT, CONTRACT), WHICH THE PARTIES ARE UNABLE TO SETTLE MUTUALLY, ARISE INTER-SE THE PARTIES, THE SAME MAY, BE REFERRED BY EITHER PARTY TO CONCILIATION TO BE CONDUCTED THROUGH INDEPENDENT EXPERTS COMMITTEE (IEC) TO BE APPOINTED BY COMPETENT AUTHORITY OF BHEL FROM THE BHEL PANEL OF CONCILIATORS. NOTES: NO SERVING OR A RETIRED EMPLOYEE OF BHEL/ADMINISTRATIVE MINISTRY OF BHEL SHALL BE INCLUDED IN THE BHEL PANEL OF CONCILIATORS. ANY OTHER PERSON(S) CAN BE APPOINTED AS CONCILIATOR(S) WHO IS/ARE MUTUALLY AGREEABLE TO BOTH THE PARTIES FROM OUTSIDE THE BHEL PANEL OF CONCILIATORS. THE PROCEEDINGS OF CONCILIATION SHALL BROADLY BE GOVERNED BY PART-III OF THE ARBITRATION AND CONCILIATION ACT 1996 OR ANY STATLITORY MODIFICATION THEREOF AND AS PROVIDED IN PROCEDURE 2.3 TO THIS GCC. THE PROCEDURE 2.3 TOGETHER WITH ITS FORMATS WILL BE TREATED AS IF THE SAME IS PART AND PARCEL HEREOF AND SHALL BE AS EFFECTUAL AS IF SET OUT HEREIN IN THIS GCC. THE VENDOR HEREBY AGREES THAT BHEL MAY MAKE ANY AMENDMENTS OR MODIFICATIONS TO THE PROVISIONS STIPULATED IN THE PROCEDURE A.3 TO THIS GCC FROM TIME TO TIME AND CONFIRMS THAT IT SHALL BE BOUND BY SUCH AMENDED OR MODIFIED PROVISIONS OF THE PROCEDURE A.3 WITH EFFECT FROM THE DATE AS INTIMATED BY BHELTO IT A.3 ISSUE OF NOTICE A.3.1 SERVICE OF NOTICE ON VENDOR ANY NOTICE TO BE GIVEN TO THE VENDOR UNDER THE TERMS OF THE CONTRACT SHALL BE SERVED BY SENDING THE SAME BY REGISTERED POST/SPEED POST TO OR LEAVING THE SAME AT THE VENDOR'S LAST KNOWN ADDRESS OF THE PRINCIPAL PLACE OF BUSINESS (OR IN THE EVENT OF THE VENDOR BEING A COMPANY, TO OR AT ITS REGISTERED OFFICE). IN CASE OF CHANGE OF ADDRESS, THE NOTICE SHALL BE SERVED AT CHANGED ADDRESS AS NOTIFIED IN WRITING BY THE VENDOR TO BHEL. SUCH POSTING OR LEAVING OF THE NOTICE SHALL BE DEEMED TO BE GOOD SERVICE OF SUCH NOTICE AND THE TIME MENTIONED TO THE CONDITION FOR DOING ANY ACT AFTER NOTICE SHALL BE RECKONED FROM THE DATE SO MENTIONED IN SUCH NOTICE. A.3.2 SERVICE OF NOTICE ON BHEL ANY NOTICE TO BE GIVEN TO BHEL IN-CHARGE/REGION UNDER THE TERMS OF THE CONTRACT SHALL BE SERVED BY SENDING THE SAME BY POST TO OR LEAVING THE SAME AT BHEL ADDRESS OR CHANGED ADDRESS AS NOTIFIED IN WRITING BY BHEL TO THE VENDOR. B.JURISDICTION: ALL DISPUTES OR DIFFERENCES ARISING OUT OF OR IN CONNECTIONS WITH THE CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT AT VARANASI (U.P.), INDIA ONLY. APPLICABLE LAWS: THE ORDER/CONTRACT SHALL BE EXECUTED AND GOVERNED BY THE LAWS OF INDIA AND THE COURTS OF VARANASI (U.P.), INDIA ALONE SHALL HAVE JURISDICTION IN RESPECT OF ANY MATTER ARISING UNDER OR IN CONNECTION WITH THE ORDER/CONTRACT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. 38 CHANGE IN LAW: -IN CASE OF CHANGE IN ANY LAW RELATED TO THIS CONTRACT. NEW/ MODIFIED/REVISED LAW WILL BE APPLICABLE AS PER APPLICABILITY. SPECIAL NOTE FOR BIDDERS: THE QUOTATION SHOULD BE FROM PRINCIPAL / ORIGINAL EQUIPMENT MANUFACTURER ONLY. THE OFFER OF THOSE OEM, AUTHORISING THEIR TRADER / DEALER / DISTRIBUTOR TO QUOTE AND TAKE ORDER IS LIABLE FOR DISQUALIFICATION. SINCE BHEL PREFER TO DEAL DIRECTLY WITH OEM AND NOT THROUGH DEALER / TRADER / DISTRIBUTOR OF OEM, THEREFORE, OEM MUST DIRECTLY QUOTE, TAKE ORDER AND DELIVER THE MATERIAL UNDER THEIR GUARANTEE / WARRANTEE. THE EVALUATION OF CURRENCY FOR THIS TENDER SHALL BE INR. FOR EVALUATION, EXCHANGE RATE (TT SELLING RATE OF SBI) AS ON SCHEDULED DATE OF TENDER 40 OPENING (PART-1 BID IN CASE OF TWO PART BID) SHALL BE CONSIDERED. GUIDELINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS (IF APPLICABLE): -BHEL SHALL DEAL DIRECTLY WITH THE FOREIGN ORIGINAL EQUIPMENT MANUFACTURERS (DEM) / FOREIGN PRINCIPAL, FOR ALL ITS PURCHASES WHICH ARE IMPORTED. WHEREVER THE FOREIGN OEM / PRINCIPAL DESIRES TO AVAIL THE SERVICES OF AN INDIAN AGENT. THE DEALINGS WITH INDIAN AGENT ARE TO BE REGULATED. THE 41 GUIDELINES OF BHEL IN THIS REGARD HAVE BEEN DRAFTED AS PER ANNEXURE - III, ANNEXURE A-1 & ANNEXURE B-1 ATTACHED ALONG WITH THIS ENQUIRY. FOREIGN OEM / PRINCIPAL SHOULD ENSURE COMPLIANCE TO THESE REGULATORY GUIDELINES WITH DOCUMENTARY EVIDENCE & CONFIRM THEIR ACCEPTANCE. ALL THE NECESSARY DOCUMENTS REQUIRED AS PER ANNEXURE B-1 (PART B) HAS BEEN ENCLOSED ALONG WITH THE TECHNO-COMMERCIAL BID (FOR FOREIGN VENDORS ONLY) 42 FOREIGN VENDORS MUST SUBMIT THE OFFER AS WELL ANY CLARIFICATIONS, IN ENGLISH LANGUAGE ONLY IN A TENDER, EITHER THE INDIAN AGENT ON BEHALF OF THE PRINCIPAL/OEM OR PRINCIPAL/OEM ITSELF CAN BID BUT BOTH CANNOT BID SIMULTANEOUSLY FOR THE 43 SAME ITEM/PRODUCT IN THE SAME TENDER. IN CASE BIDS ARE RECEIVED FROM BOTH, I.E. PRINCIPAL (OEM) AND THE AGENT, BID RECEIVED FROM THE AGENT WILL BE IGNORED. INSPECTION CHARGES FOR FOREIGN BIDDERS: AS PER CLASUE 7 & 11 OF THE ANNEXURE-A. 44 NO INTEREST PAYABLE TO CONTRACTOR NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY OTHER DOCUMENT COMPRISING IN THE CONTRACT, NO INTEREST SHALL BE PAYABLE BY BHEL 45 TO VENDOR/CONTRACTOR ON ANY MONEYS OR BALANCES INCLUDING BUT NOT LIMITED TO THE SECURITY DEPOSIT, CEBG, PBG, EMD, RETENTION MONEY, BILLS OR THE FINAL BILL, OR ANY AMOUNT WITHHELD AND/OR APPROPRIATED BY BHEL ETC., WHICH BECOMES OR AS THE CASE MAY BE, IS ADJUDGED TO BE DUE FROM BHEL TO VENDOR/ CONTRACTOR WHETHER UNDER THE CONTRACT OR OTHERWISE. (A) FOR INDIAN SUPPLIERS: I. FOLLOWING DOCUMENTS SHOULD BE ENCLOSED AND ADDRESSED TO DGM (FINANCE) AND SAME SHALL BE DISPATCHED TO MM DEPTT. BHEL, HERP, TARNA, SHIVPUR, VARANASI-221003 FOR PAYMENT PURPOSE:

ANNEXURE-Z REV-01

- a) 05 (FIVE) COPIES OF GST INVOICES
- b) COPY OF GR/RR.
- c) TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY).

II. FURTHER TO ABOVE, 02 (TWO) COMPLETE SETS OF DOCUMENTS (COPIES OF ABOVE MENTIONED DOCUMENTS AT SL. NO. I FOR INDIAN SUPPLIERS (UNDER THIS CLAUSE) SHALL BE SENT FOR PURCHASE AND QUALITY DEPARTMENTS. ORIGINAL COPIES OF TC, GC, PDI REPORTS & OTHER QUALITY PAPERS SHALL BE ATTACHED IN THE SET OF DOCUMENTS FOR QUALITY DEPARTMENTS.

(B) FOR FOREIGN SUPPLIERS: DOCUMENTS SHALL BE ROUTED FOR PAYMENT AS WELL AS CUSTOM CLEARANCE AS PER BELOW DETAILS:

I.FOLLOWING MENTIONED DOCUMENTS SHOULD BE ROUTED TO THE BANK AGAINST LC /BANK PAYMENT:

- ORGINAL INVOICES.
- b) ORIGINAL COPY OF BILL OF LADING OR AIR WAY BILL.
- c) TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY).
- d) PACKING LIST.
- e) CERTIFICATE FOR COUNTRY OF ORIGIN.
- f) OTHER CERTIFICATES/PAPERS AS REQUIRED IN PURCHASE ORDER.

II. ONE SET OF NON - NEGOTIABLE' DOCUMENTS INCLUDING COPY BILL OF LADING / AIR WAY BILL, INVOICE, PACKING LIST, TEST CERTIFICATE, GUARANTEE CERTIFICATE, PDI REPORT (AS APPLICABLE) etc. TO BE SENT TO GENERAL MANAGER, BHARAT HEAVY ELECTRICLAS LIMITED – REGIONAL OPERATION DIVISION, 14 /15th FLOOR), WORLD TRADE CENTRE-1, CUFFE PARADE, MUMBAI - 400005 (INDIA).

III. ONE SET EACH OF NON - NEGOTIABLE' DOCUMENTS INCLUDING COPY BILL OF LADING / AIR WAY BILL, INVOICE, PACKING LIST, TEST CERTIFICATE, GUARANTEE CERTIFICATE, PDI REPORT (AS APPLICABLE) etc. TO BE SENT TO AGM (MM) & AGM (FINANCE), BHARAT HEAVY ELECTRICLAS LIMITED, HEAVY EQUIPMENT REPAIR PLANT, TARNA, SHIVPUR, VARANASI (INDIA) – 221003 THROUGH COURIER/POST.

(C) BHEL SHALL SEEK CLARIFICATION(S) (IF ANY) RELATED TO PAYMENT DOCUMENTS. THE VENDOR SHOULD PROVIDE ALL SUCH CLARIFICATION(S) IMMEDIETLY.ANY DELAY IN PROCESSING OF PAYMENT, DUE TO NON RECEIPT OF CLARIFICATION(S) SOUGHT BY BHEL, SHALL BE ATTRIBUTABLE COMPLETELY TO VENDOR.

GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS: THE REVISED GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS ARE
47 AVAILABLE ON BHEL WEBSITE AT "www.bhel.com" on "SUPPLIER REGISTRATION PAGE". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS BEFORE QUOTING AS PER
THEIR REQUIREMENT. ACTION AGAINST THE DEFAULTED SUPPLIERS/ CONTRACTORS' SHALL BE TAKEN AS PER THESE GUIDELINES ONLY.

#### INTEGRITY PACT (IP)

(a) IP IS A TOOL TO ENSURE THAT ACTIVITIES AND TRANSACTIONS BETWEEN THE COMPANY AND ITS BIDDERS/ CONTRACTORS ARE HANDLED IN A FAIR, TRANSPARENT AND CORRUPTION FREE MANNER. FOLLOWING INDEPENDENT EXTERNAL MONITORS (IEMS) ON THE PRESENT PANEL HAVE BEEN APPOINTED BY BHEL WITH THE APPROVAL OF CVC TO OVERSEE IMPLEMENTATION OF IP IN BHEL.

- 1. SHRI OTEM DAI, IAS (RETD.), email ID: IEM1@BHEL.IN
- 2. SHRI BISHWAMITRA PANDEY, IRAS (RETD.), email ID: IEM2@BHEL.IN
- 3. SHRI MUKESH MITTAL, IRS (RETD.), email ID: IEM3@BHEL.IN

(b) THE IP AS ENCLOSED WITH THE TENDER IS TO BE SUBMITTED (DULY SIGNED BY AUTHORIZED SIGNATORY) ALONG WITH TECHNO-COMMERCIAL BID (PART-I, IN CASE OF TWO/ THREE PART BID). ONLY THOSE BIDDERS WHO HAVE ENTERED INTO SUCH AN IP WITH BHEL WOULD BE COMPETENT TO PARTICIPATE IN THE BIDDING. IN OTHER WORDS, ENTERING INTO THIS PACT WOULD BE A PRELIMINARY QUALIFICATION.

(c) PLEASE REFER SECTION-8 OF IP FOR ROLE AND RESPONSIBILITIES OF IEMS. IN CASE OF ANY COMPLAINT ARISING OUT OF THE TENDERING PROCESS, THE MATTER MAY BE REFERRED TO ANY OF THE ABOVE IEM(S). ALL CORRESPONDENCE WITH THE IEMS SHALL BE DONE THROUGH EMAIL ONLY.

#### Note:

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48

NO ROUTINE CORRESPONDENCE SHALL BE ADDRESSED TO THE /EM (PHONE/ POST/ EMAIL) REGARDING THE CLARIFICATIONS, TIME EXTENSIONS OR ANY OTHER ADMINISTRATIVE QUERIES, ETC ON THE TENDER ISSUED. ALL SUCH CLARIFICATION/ ISSUES SHALL BE ADDRESSED DIRECTLY TO THE TENDER ISSUING (PROCUREMENT) DEPARTMENT'S OFFICIALS WHOSE CONTACT DETAILS ARE PROVIDED BELOW:

Details of contact person(s):

(1

Name: AMIT KUMAR Deptt:PURCHASE

Address: BHEL HERP TARNA SHIVPUR VARANASI Phone: 05422720873(Landline/ Mobile)

Email: amit.kumar@bhel.in

(2)

C V K SINGH Deptt:PURCHASE

Address: BHEL HERP TARNA SHIVPUR VARANASI

Phone: 05422720916(Landline/ Mobile)

Email: cvksingh@bhel.in

ANNEXURE-1 (AA: SSP:IP:R03 dtd 01-04-2022) OF IP ALSO BE READ ALONG WITH ABOVE CLAUSE WHICH IS ATATACHED WITH NIT

ANNEXLIRE-7 REV-01

	ANNEXURE-Z REV-01		
49	BONUS CLAUSE: NOT APPLICABLE.		
50	VENDOR MUST FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE i.e. ITEMS TO BE SUPPLIED IN SUCH A MANNER THAT THE PURCHASE ORDER HAVING OLDER DELIVERY SCHEDULE SHOULD BE SUPPLIED EARLIER AND PURCHASE ORDER HAVING LATTER DELIVERY SCHEDULE TO BE SUPPLIED LATTER. IF ANY VENDOR DOES NOT FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE ESPECIALLY FOR SAME ITEM, BHEL MAY ACCOUNT FOR THE ITEM IN SEQUENTIAL MANNER OR MAY RECOVER THE FINANCIAL IMPLICATION.		
51	VENDOR MUST VISIT OUR WEBSITE <a href="https://herp.bhel.com">https://herp.bhel.com</a> REGULARILY FOR ENQUIRY/PO/CLARIFICATIONS/FOR ANY LATEST UPDATES.		
52	ALL ABOVE ACCEPTED TERMS & CONDITIONS SHALL BE PART OF PURCHASE ORDER WITH OR WITHOUT MENTIONING IN THE PO/CONTRACT BASED ON YOUR ACCEPTANCE AND OFFER SUBMITTED.		
53	FOREIGN VENDORS TO INDICATE THE CURRENCY LIKE EURO (€) / US\$ / GBP / JY ETC. IN THE CONFIRMATION COLUMN.		
	INVENDORS ARE REQUESTED TO QUOTE THEIR RATE WITH DESCRIPTION MENTIONED IN THE ENQUIRY CONSIDERING ALL TECHNICAL TERMS & CONDITIONS OF THE ENQUIRY. ALSO RATES QUOTED SHOULD BE EXACLTY AS PER SL. NO. OF HARD COPY OF THE ENQUIRY (IF ENQUIRY HAS BEEN FLOATED THROUGH CONVENTIONAL MODE) OR AS PER SL. NO. APPEARING IN THE e-Procurement PORTAL (IF ENQUIRY HAS BEEN FLOATED THROUGH e-Procurement) ONLY. IT MUST BE FOLLOWED UP TO AVOID CONFUSION AT LATER STAGES. ALSO RATES TO BE SUBMITTED BOTH IN NUMERICS AS WELL AS IN WORD. IN CASE OF DISCREPENCY, RATES SUBMITTED IN WORDS SHALL BE CONSIDERED FOR FURTHER PROCESSING.		
	II.DOCUMENTS SUBMITTED WITH THE OFFER SHOULD BE SIGNED AND STAMPED IN EACH PAGE BY AUTHORIZED REPRESENTATIVE OF THE BIDDER.		
54	III.IN CASE OF PDI, VENDOR SHALL RAISE ONLINE INSPECTION CALL IN ONLINE INSPECTION PORTAL/INTIMATE BHEL IN WRITTIING (WHERE INSPECTION IS IN BHEL HERP SCOPE) WELL IN ADVANCE OR AS MUTUALLY AGREED PERIOD ABOUT THE DATE AND PLACE AT WHICH GOODS WILL BE READY FOR INSPECTION.		
	IV.PURCHASER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE ENTITLED TO CARRY OUT SURVEILLANCE INSPECTION OF MATERIAL AND WORKMANSHIP AT SELLER'S PREMISES OR AT HIS SUB-CONTRACTOR'S PREMISES AT ALL REASONABLE TIMES DURING EXECUTION OF THE CONTRACT. SUCH INSPECTION, EXAMINATION AND TESTING, IF MADE, SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS UNDER THE CONTRACT.		
	V.SUCH PRE-DISPATCH INSPECTION, EXAMINATION AND TESTING, IF MADE, AT VENDOR'S WORKS SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS TO MANUFACTURE/MACHINING THE GOODS UNDER THE CONTRACT. IF DEFCETS ARE FOUND AT LATER STAGE, IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO REPLACE/RECTIFY THE SAME.		
	FOREIGN VENDORS MUST TAKE CARE WHILE BOOKING THE CONSIGNMENT ON CIF BASIS:		
	I.THE INVOICES BEING ISSUED BY SHIPPING LINES MUST BE IN THE NAME OF BHARAT HEAVY ELECTRICLAS LIMITED, HEAVY EQUIPMENT REPAIR PLANT, VARANASI, UTTAR PRADESH, INDIA.		
	II.WHILE BOOKING THE SHIPMENT, VENDOR SHOULD ALSO FINALIZE DESTINATION CHARGES AND THE SAME SHOULD BE CONVEYED TO BHARAT HEAVY ELECTRICLAS LIMITED – REGIONAL OPERATION DIVISION, MUMBAI OFFICE OR BHARAT HEAVY ELECTRICLAS LIMITED, HEAVY EQUIPMENT REPAIR PLANT, VARANASI BEFORE THE CONSIGNMENT REACHES THE DESTINATION PORT.		
55	III.IF CARGO IS STUFFED IN CONTAINER THEN THE SAME SHOULD BE ALLOWED TO BE MOVED TO CONTAINER FREIGHT STATIONS (CFS) OF IMPORTERS CHOICE WITHOUT ANY ADDITIONAL CHARGES.  IV.LOAD PORT CHARGES SHOULD BE SETTLED BY THE VENDOR AND SHOULD NOT BE PASSED ON TO BHEL IN SOME FORM OF DESTINATION CHARGES.		
33	V.SUPPLIERS MUST PROVIDE 14 DAYS FREE DETENTION FROM THE DATE OF DELIVERY AT DELIVERY PORT. WHEREEVER DETENTION FREE PERIOD OFFERED IS LESS THAT 14 DAYS, THE BIDS SHALL BE LOADED FOR THE PERIOD SHORT OF 14 DAYS PERIOD. IF IT NOT MENTIONED AT OFFER STAGE, IT WOULD BE CONSIDERED AS 14 DAYS ONLY.		
	VI. PORT CONGESTION CHARGES OR ANY ADDITIONAL CHARGES CLAIMED BY SHIPPING LINE TILL DELIVERY AT DESTINATION PORT SHALL BE TO THE SELLER'S ACCOUNT.  VII. TRANSHIPMENT IS PROHIBITED.		
	VIII. LOADING ON DECK NOT PERMITTED.  IX. THE TRANSPORT DOCUMENT MUST BE ISSUED BY THE CARRIER OR HIS AGENT AND NOT BY ANY FREIGHT FORWARDER.  X. THE BILLS OF EXCHANGE MUST BE DATED AND PRESENTATION OF DOCUMENTS FOR NEGOTIATION MUST NOT BE LATER THAN 21 DAYS AFTER THE DATEOF SHIPMENT / AIRFREIGHT AND IN ANY CASE NOT LATER THAN THE EXPIRY DATE OF THE CREDIT.		
	TAXES AND DUTIES: -		
	FOR INDIGENEOUS PURCHASES: -		
	INPUT TAX CREDIT OF GST CAN BE AVAILED BY BHEL ONLY WHEN THE MATERIAL HAS BEEN PHYSICALLY RECEIVED AND GST INVOICE IS IN POSSESSION OF BHEL.  THEREFORE, SUPPLIERS SHOULD ENSURE THE FOLLOWING IN RESPECT OF POS ISSUED BY BHEL:  I. GST INVOICE SHOULD CONTAIN ADDRESS, GST NO. AND PAN NO. OF BHEL AS WELL AS OF SUPPLIER. APPLICABLE HSN CODE OF THE MATERIAL SHOULD BE INDICATED		
	IN THE GST INVOICE.  II. FIVE COPIES OF GST INVOICE AND LORRY RECEIPT MAY BE DESPATCHED ALONGWITH SHIPMENT OF THE GOODS IN ORDER TO AVOID ANY DELAY IN AVAILING INPUT CREDIT BY BHEL.		
	III. DECLARE SUCH INVOICE IN HIS GSTR-1 RETURN FOR THE MONTH OF DESPATCH OF MATERIAL.  IV. PAYMENT OF GST TO STATUTORY AUTHORITIES WITHIN PRESCRIBED TIME.		
56	IN CASE GST CREDIT IS DELAYED /DENIED TO BHEL DUE TO NON OR DELAYED RECEIPT OF GOODS AND OR TAX INVOICE OR EXPIRY OF TIMELINE PRESCRIBED IN GST LAW FOR AVAILING SUCH ITC OR ANY OTHER REASON NOT ATTRIBUTABLE TO BHEL, GST AMOUNT SHALL BE RECOVERABLE FROM VENDOR ALONG WITH INTEREST /PENALTY LEVIABLE ON BHEL.		
	IN CASE SUPPLIERS DELAYS DECLARING SUCH INVOICE IN HIS RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL SHALL BE RECOVERABLE FROM SUPPLIER ALONGWITH INTEREST LEVIED/LEVIABLE ON BHEL.		
	IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT/ CREDIT NOTE), THE SUPPLIER SHALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF GST ACT & RULES REFERRED THERE UNDER.		
	THE TAXES AS APPLICABLE SHALL BE QUOTED IN THE FOLLOWING MANNER		
	IGST/CGST/SGST/UTGST: RATE OF TAX TO BE QUOTED AS EXTRA IN % :		
	VENDOR TO INDICATE HSN OF GOODS OR SAC OF SERVICES :  ANY OTHER TAXES & DUTIES NOT COVERED ANYWHERE ABOVE MAY BE INDICATED SEPARATELY:		
	TAXES PREVALENT ON THE CONTRACTUAL DELIVERY DATE OR THE ACTUAL DELIVERY DATE (INCASE OF DELAY) WHICH EVER IS LOWER SHALL BE APPLICABLE PAID. IN		
	CASE BIDDER HAS OPTED FOR GST COMPOSITION SCHEME, THE SAME MAY BE STATED EXPLICITLY BOTH IN THEIR TECHNICAL AND PRICE BIDS.	l	

ANNEXURE-Z REV-01

#### TAXES DEDUCTED AT SOURCE:

TDS AS PER THE EXTANT STATUTE SHALL BE RECOVERED. IN CASE VENDOR DOES NOT PROVIDE PAN DETAILS/CONCESSIONAL CERTIFICATES, THE TDS DEDUCTION SHALL BE AT THE MAXIMUM PERCENTAGE STIPULATED AS PER THE PROVISIONS OF INCOME TAX ACT.

GST TDS: IS APPLICABLE AS PER LATEST GST ACT.

#### FOREIGN PURCHASE (IMPORTS):

THE OFFERED PRICE SHALL BE INCLUSIVE OF ALL THE TAXES AND DUTIES AS APPLICABLE IN COUNTRY OF BIDDER/COUNTRY OF DISPATCH FOR THE QUOTED CIF PRICE.
ALL DUTIES (LIKE CUSTOMS DUTY ETC.) PAYABLE IN INDIA WILL BE PAID BY BHEL (HOWEVER, THE SAME WOULD BE LOADED TO THE OFFER DURING THE EVALUATION PROCESS. FOR THE SUPPLIES MADE FROM INDIA TAXES & DUTIES PAYABLE SHALL BE CLEARLY MENTIONED IN THE OFFER, FAILING WHICH SUCH TAXES AND DUTIES SHALL HAVE TO BE BORNE BY THE VENDOR.

#### TAXES DEDUCTED AT SOURCE:

TDS AS PER THE EXTANT STATUTE SHALL BE RECOVERED. IN CASE VENDOR DOES NOT PROVIDE PAN DETAILS/CONCESSIONAL CERTIFICATES, THE TDS DEDUCTION SHALL BE AT THE MAXIMUM PERCENTAGE STIPULATED AS PER THE PROVISIONS OF INCOME TAX ACT.

ANY SERVICE CHARGES PAYABLE TOWARDS SUPERVISION OF E&C, TRAINING, PERFORMANCE PROVE-OUT ETC., WILL BE RELEASED AFTER DEDUCTION OF INCOME TAX AS PER INDIAN INCOME TAX ACT / AS PER THE GOVT. OF INDIA RULES AND TDS CERTIFICATE WILL BE ISSUED BY BHEL FOR SUCH DEDUCTIONS. THE TDS CERTIFICATE WILL BE ISSUED AFTER 3 MONTHS FROM THE DATE OF F&C PAYMENT.

GST ON E&C PORTION WILL BE DISCHARGED BY BHEL ON RCM BASIS.

#### STATUTORY VARIATION CLAUSE:

57

1.ANY INCREASE IN THE RATE OF GST SHALL BE PAYABLE ONLY FOR DELIVERIES COMPLETED WITHIN THE SCHEDULED DELIVERY PERIOD, IN OTHER WORDS INCREASE IN THE RATE OF GST SHALL NOT BE PAYABLE FOR VALUE OF CONSIGNMENT DELIVERED AFTER THE SCHEDULED PURCHASE ORDER DELIVERY PERIOD.

2.NEW TAXES AND DUTIES, IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD (INCLUDING EXTENSION IF THE SAME IS NOT ATTRIBUTABLE TO BIDDER) SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENTS TO THE SATISFACTION OF BHEL. HOWEVER, BIDDER SHALL TAKE PRIOR APPROVAL OF BHEL BEFORE DEPOSITING NEW TAXES AND DUTIES.

3. IN CASE OF DECREASE IN ANY TAX OR OTHER ASPECTS, BENEFIT WILL BE PASSED ON TO BHEL.

PURCHASE PREFERENCE FOR INDIAN VENDORS: PURCHASE PREFERENCE FOR INDIAN VENDORS: 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 THE NODAL MINISTRY, CHANGING THE DEFINITION OF LOCAL CONTENT FOR THE ITEMS OF THE NIT, THE SAME SHALL BE APPLICABLE EVEN IF ISSUED AFTER ISSUE OF THIS NIT, BUT BEFORE OPENING OF PART —II BIDS AGAINST THIS NIT.

#### MODEL CLAUSE FOR TENDER.

I. A BIDDER IS PERMITTED TO PROCURE RAW MATERIALS, COMPONENTS, SUB ASSEMBLIES ETC. FROM THE VENDORS FROM COUNTRIES WHICH SHARE A LAND BORDER WITH INDIA. SUCH VENDORS WILL NOT BE REQUIRED TO BE REGISTERED WITH THE COMPETENT AUTHORITY I.E. DPIIT.

IN CASE A BIDDER HAS PROPOSED TO SUPPLY FINISHED GOODS DIRECTLY/ INDIRECTLY FROM VENDORS FROM THE COUNTRIES SHARING LAND BORDER WITH INDIA, SUCH VENDOR WILL BE REQUIRED TO BE REGISTERED WITH THE COMPETENT AUTHORITY.

II. ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN THIS TENDER ONLY IF THE BIDDER IS REGISTERED WITH THE COMPETENT AUTHORITY.

III. "BIDDER" (INCLUDING THE TERM 'TENDERER', 'CONSULTANT' OR 'SERVICE PROVIDER' IN CERTAIN CONTEXTS) MEANS ANY PERSON OR FIRM OR COMPANY, INCLUDING ANY MEMBER OF A CONSORTIUM OR JOINT VENTURE (THAT IS AN ASSOCIATION OF SEVERAL PERSONS, OR FIRMS OR COMPANIES), EVERY ARTIFICIAL JURIDICAL PERSON NOT FALLING IN ANY OF THE DESCRIPTIONS OF BIDDERS STATED HEREINBEFORE, INCLUDING ANY AGENCY BRANCH OR OFFICE CONTROLLED BY SUCH PERSON, PARTICIPATING IN A PROCUREMENT PROCESS.

IV. "BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA" FOR THE PURPOSE OF THIS ORDER MEANS: -

a) AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY: OR

b) A SUBSIDIARY OF AN ENTITY INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR

c) AN ENTITY SUBSTANTIALLY CONTROLLED THROUGH ENTITIES INCORPORATED, ESTABLISHED OR REGISTERED IN SUCH A COUNTRY; OR

d) AN ENTITY WHOSE BENEFICIAL OWNER IS SITUATED IN SUCH A COUNTRY; OR

e) AN INDIAN (OR OTHER) AGENT OF SUCH AN ENTITY; OR

f) A NATURAL PERSON WHO IS A CITIZEN OF SUCH A COUNTRY; OR

g) A CONSORTIUM OR JOINT VENTURE WHERE ANY MEMBER OF THE CONSORTIUM OR JOINT VENTURE FALLS UNDER ANY OF THE ABOVE

V. THE BENEFICIAL OWNER FOR THE PURPOSE OF (III) ABOVE WILL BE AS UNDER:

1. IN CASE OF A COMPANY OR LIMITED LIABILITY PARTNERSHIP, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S) WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS A CONTROLLING OWNERSHIP INTEREST OR WHO EXERCISES CONTROL THROUGH OTHER MEANS.

EXPLANATION –

- a. "CONTROLLING OWNERSHIP INTEREST" MEANS OWNERSHIP OF OR ENTITLEMENT TO MORE THAN TWENTY-FIVE PER CENT. OF SHARES OR CAPITAL OR PROFITS OF THE COMPANY
- b. "CONTROL" SHALL INCLUDE THE RIGHT TO APPOINT MAJORITY OF THE DIRECTORS OR TO CONTROL THE MANAGEMENT OR POLICY DECISIONS INCLUDING BY VIRTUE OF THEIR SHAREHOLDING OR MANAGEMENT RIGHTS OR SHAREHOLDER'S AGREEMENTS OF VOTING AGREEMENTS;
- 2. IN CASE OF A PARTNERSHIP FIRM, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S) WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL OF CAPITAL OR PROFITS OF THE PARTNERSHIP;
- 3. IN CASE OF AN UNINCORPORATED ASSOCIATION OR BODY OF INDIVIDUALS, THE BENEFICIAL OWNER IS THE NATURAL PERSON (S), WHO, WHETHER ACTING ALONE OR TOGETHER, OR THROUGH ONE OR MORE JURIDICAL PERSON, HAS OWNERSHIP OF OR ENTITLEMENT TO MORE THAN FIFTEEN PERCENT OF THE PROPERTY OF CAPITAL OF PROFITS OF SUCH ASSOCIATION OR BODY OF INDIVIDUALS;
- 4. WHERE NO NATURAL PERSON IS IDENTIFIED UNDER (1) OR (2) OR (3) ABOVE, THE BENEFICIAL OWNER IS THE RELEVANT NATURAL PERSON WHO HOLDS THE POSITION OF SENIOR MANAGING OFFICIAL;
- 5. IN CASE OF TRUST, THE IDENTIFICATION OF BENEFICIAL OWNER (S) SHALL INCLUDE IDENTIFICATION OF THE AUTHOR OF THE TRUST, THE TRUSTEE, THE BENEFICIARIES WITH FIFTEEN PERCENT OR MORE INTEREST IN THE TRUST AND ANY OTHER NATURAL PERSON EXERCISING ULTIMATE EFFECTIVE CONTROL OVER THE TRUST THROUGH

	ANNEXURE-Z F	REV-01
	A CHAIN OF CONTROL OR OWNERSHIP.	
	VI. AN AGENT IS A PERSON EMPLOYED TO DO ANY ACT FOR ANOTHER, OR TO REPRESENT ANOTHER IN DEALINGS WITH THIRD PERSON.	
	CERTIFICATE: IN ORDER TO AVAIL THE BENEFITS, VENDORS TO SUBMIT (ALONG WITH OFFER) THE SELF-CERTIFICATION THAT THE ITEM OFFERED MEETS THE CONTENT REQUIREMENT FOR CLASS-I/ CLASS-II LOCAL SUPPLIER AS THE CASE MAY BE, INDICATING THE PERCENTAGE OF LOCAL CONTENT. AND SHALL GIVE DETAILS OF LOCATION AT WHICH THE LOCAL VALUE ADDITION IS MADE (refer attached Make in India (Model Certificate no I).	
59	I. "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 CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE-1 WHERE DEEMED VALIDITY OF EM-II CERTIFICATE OF FIVE YEARS AS EXPIRED) APPLICABLE FOR THE RELEVANT F/Y (LATEST AUDITED). DATE TO BE RECKONED FOR DETERMINING THE DEEMED VALIDITY WILL BE THE DATE OF BID OPENING (PART -1 IN CASE OF TWO PART BID). NON SUBMISSION OF SUCH DOCUMENTS WILL LEAD TO CONSIDERATION OF THEIR BID AT PAR WITH OTHER BIDDERS. NO BENEFIT SHALL BE APPLICABLE FOR THIS ENQUIRY IF ANY DEFICIENCY IN THE ABOVE REQUIRED DOCUMENTS ARE NOT SUBMITTED BEFORE PRICE BID OPENING. IF THE TENDER IS TO BE SUBMITTED THROUGH e-procurement PORTAL, THEN THE ABOVE REQUIRED DOCUMENTS ARE TO BE UPLOADED ON THE PORTAL. DOCUMENTS SHOULD BE NOTARIZED OR ATTESTED BY A GAZETTED OFFICE.  II. IN CASE OF ANY CHANGE IN THE MSE STATUS OF THE BIDDER, IT SHALL BE RESPONSIBILITY OF THE BIDDER TO NOTIFY THE CHANGE AS A PART OF THE BID DOCUMENT. IF AT A LATER DATE IT COMES TO NOTICE OF BHEL, THAT THE CHANGE IN THE STATUS HAS NOT BEEN INTIMATED BY THE BIDDER AND THE ORDER IS OBTAINED UNDER THE PREMISE OF AN MSE, THEN BHEL WOULD CANCEL THE PENDING ORDER AGAINST THIS TENDER AND TAKE NECESSARY ACTION SUSPENSION OF THE BUSSINESS DEALING WITH THE BIDDER AS PER PROCUREMENT POLICY OF BHEL.  III. IN CASE AFTER OPENING OF PRICE BID, IT IS SEEN THAT NO MSE HAS BECOME L1, THEN DEPENDING ON THE NATURE OF THE ITEM, IF IT IS NOT POSSIBLE TO SPLIT THE TENDERED ITEMS/QUANTITIES ON ACCOUNT OF REASONS LIKE CUSTOMER CONTRACT REQUIREMENTS OF SUPPLYING ONE MAKE FOR A GIVEN PROJECT OR TECHNICAL REASONS LIKE TENDERED ITEMS BEING A SYSTEM etc. THEN BHEL WOULD NOT COUNTER OFFER THE L1 PRICES EVEN THOUGH THERE MAY BE MSE BIDDERS WITHIN THE "L11+15% PRICE BNOW THE BHEL SHALL BE HELD RESPONSIBLE FOR TOTAL OR	
60	PARTIAL NON-EXECUTION OF ANY OF THE CONTRACTUAL OBLIGATIONS, SHOULD THE OBLIGATION BECOME UNREASONABLY ONEROUS OR IMPOSSIBLE DUE TO OCCURRENCE OF A 'FORCE MAJEURE' WHICH DIRECTLY AFFECTS THE OBLIGATIONS TO BE PERFORMED BY THE BHEL OR THE VENDOR; SUCH EVENTS INCLUDE WAR, MILITARY OPERATIONS OF ANY NATURE, BLOCKAGES, REVOLUTIONS, INSURRECTIONS, FIOTS, CIVIL COMMOTIONS, INSURGENCY, SABOTAGE, ACTS OF PUBLIC ENEMY, FIRES, EXPLOSION, EPIDEMICS, QUARANTINE RESTRICTIONS, FLOODS, EARTHQUAKE, OR ACTS OF GOD, RESTRICTIONS BY GOVT. AUTHORITIES; OVER WHICH THE VENDOR OR THE BHEL HAS NO CONTROL. THE PARTY CLAIMING TO BE AFFECTED BY FORCE MAJEURE SHALL NOTHEY THE OTHER PARTY IN WRITING WITHOUT DELAY, WITHIN TWO WEEKS ON THE INTERVENTION AND ON THE CESSATION OF SUCH CIRCUMSTANCE. EXTENSION OF TIME SOUGHT BY THE VENDOR ALONG WITH SUPPORTING EVIDENCE AND SO GRANTED BY THE BHEL FOR THE SUPPLY/ WORK AFFECTED, IF ANY, SHALL NOT BE CONSTRUED AS WAIVER IN RESPECT OF REMAINING DELIVERIES. RESCHEDULING OF DELIVERIES ON ACCOUNT OF FORCE MAJEURE CONDITIONS, IF SO AGREED BY THE BHEL, WILL NOT ENTAIL THE VENDOR TO CLAIM ANY INCREASE IN THE PRICE ON WHATSOEVER ACCOUNT. NOTWITHSTANDING ABOVE PROVISIONS, BHEL SHALL RESERVE THE RIGHT TO CANCEL THE ORDER/ CONTRACT, WHOLLY OR PARTLY, IN ORDER TO MEET THE OVERALL PROJECT SCHEDULE AND MAKE ALTERNATIVE ARRANGEMENTS. IF DEEMED NECESSARY, BHEL MAY TAKEOVER PARTLY PROCESSED MATERIAL AT A MUTUALLY AGREED PRICE.	
61	FRAUD PREVENTION POLICY: 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 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.  SHORT SHIPMENTS/ WARRANTY/GUARANTEE REPLACEMENTS: IN CASE OF ANY SHORT SHIPMENT DURING INITIAL SUPPLY WHICH IS SUBSEQUENTLY DISPATCHED BY THE VENDOR OR ANY GUARANTEE / WARRANTY REPLACEMENTS SHALL BE DISPATCHED ON " "FOR-BHEL STORES/DESIGNATED DESTINATION" BASIS FOR INDIGENOUS ITEMS. TAXES, IF ANY PAID BY INDIGENOUS VENDOR FOR GUARANTEE /WARRANTEE REPLACEMENT, REPAIR ACTIVITY EXCLUDING SHORT SUPPLY SHALL BE TO VENDOR'S ACCOUNT ONLY. THE VENDOR HAS TO RAISE A CREDIT NOTE FOR SHORT SUPPLIED QUANTITY AS PER GST PROVISIONS.	
62	FOR FOREIGN SUPPLIES: -	
	IN CASE, ANY SHORTAGE IS NOTICED VIZ-VIZ PO REQUIREMENT IN THE MAIN EQUIPMENT/SPARES, SUCH SHORTAGE SHALL BE REPLENISHED BY SUPPLIER ON FOR DESTINATION BASIS (DDP- INCOMTERMS-2010 BASIS) WITHOUT ANY COST IMPLICATION TO BHELI.E. CUSTOM DUTY AND FREIGHT CHARGES ETC. UPTO DESTINATION FOR SUCH SHORT SUPPLIES SHALL BE BORNE BY THE SUPPLIER. PLEASE ALSO NOTE THAT ANY SHORT SUPPLY WILL ATTRACT IMPOSITION OF PENALTY ON THE TOTAL P.O. VALUE. (SUPPLY+INSTALLATION).	
63	E WAY BILL: THE SUPPLIER HAS TO ARRANGE FOR E WAY BILL AS APPLICABLE FOR ANY MOVEMENT OF GOODS ALONG WITH OTHER PRESCRIBED DOCUMENTS AS PER GST LAW. THE SUPPLIER HAS ALSO TO COMPLY WITH ANY AMENDMENT AS PRESCRIBED FROM TIME TO TIME UNDER E WAY BILL RULE. ANY FINANCIAL IMPLICATION ARISES ON BHEL DUE TO NONCOMPLIANCE OF E WAY BILL RULE WILL BE PASSED ON TO THE SUPPLIER.	
	PRICE VARIATION CLAUSE (PVC): NO PVC IS APPLICABLE FOR THIS TENDER.	
64	PRICES ONCE QUOTED SHALL REMAIN FIRM WITHIN THE VALIDITY OR ANY EXTENSION THEREOF FOR PLACEMENT OF ORDER, TILL COMPLETE EXECUTION OF THE ORDER, WITHOUT ANY ESCALATION/INCREASE FOR ANY REASON, WHATSOEVER.	
65	OVER RUN COST (ORC) CLAUSE: NOT APPLICABLE.  THE VENDOR SHOULD PROVIDE BILLS & OTHER DOCUMENTS COMPLETE IN ALL RESPECT AS PER PURCHASE ORDER ALONGWITH DESPATCH OF MATERIALS. FURTHER, BHEL SHALL SEEK CLARIFICATION(S) (IF ANY) RELATED TO PAYMENT DOCUMENTS IN ONE GO. THE VENDOR SHOULD PROVIDE ALL SUCH CLARIFICATION(S) IMMEDIETLY.ANY DELAY IN PROCESSING OF PAYMENT, DUE TO NON RECEIPT OF CLARIFICATION(S) SOUGHT BY BHEL, SHALL BE ATTRIBUTABLE COMPLETLELY TO VENDOR.	
66	THE STARTUPS AS DEFINED IN THE GAZETTE OF INDIA NOTIFICATION NO.: G.S.R. 127 (E) DATED 19/02/2019 WILL BE EXEMPTED FROM FULFILLING THE CRITERIA, IF MENTIONED, IN THE PQR (PRE-QUALIFYING REQUIREMENT) REGARDING PRIOR TURNOVER AND PRIOR EXPERIENCE. HOWEVER, THERE MAY BE CIRCUMSTANCES (LIKE PROCUREMENTS OF ITEMS RELATED TO PUBLIC SAFETY, HEALTH, CRITICAL SECURITY OPERATIONS AND EQUIPMENTS ETC.) WHERE BHEL MAY PREFER THE VENDORS TO HAVE PRIOR EXPERIENCE RATHER THAN GIVING ORDER TO NEW ENTITIES. FOR SUCH PROCUREMENTS, BHEL MAY NOT RELAX THE CRITERIA OF PRIOR EXPERIENCE/TURNOVER FOR THE STARTUPS.  FOR THIS CRITICAL MACHINE, OFFERS OF ALL THE BIDDERS INCLUDING MSES AND START UPS WILL BE SCRUTINIZED AS PER PQR. NO RELAXATION WILL BE GIVEN FOR	
67	PRIOR TURNOVER AND PRIOR EXPERIENCE.  THE BIDDER DECLARES THAT THEY WILL NOT ENTER INTO ANY ILLEGAL OR UNDICLOSED 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	
07	ANY OTHER ACTIONS TO RESTRICT COMPETITIVENES OR TO INTRODUE 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.	
68	POST-ORDER REQUISITES:  (A) VENDOR SHALL GIVE AN ORDER ACKNOWLEDGEMENT INDICATING THE DELIVERY DATE AND ACCEPTANCE OF PO TERMS AND CONDITIONS WITHIN ONE WEEK OF RECEIPT OF PO.	
	(B) PRE-SHIPMENT INSPECTION AT VENDOR'S WORKS, IF REQUIRED, WILL BE CARRIED OUT BY BHEL. REQUIRED ASSISTANCE WILL HAVE TO BE PROVIDED BY THE VENDOR AT THE TIME OF PRESHIPMENT INSPECTION.  (C) TEST CERTIFICATES, CALIBRATION CERTIFICATES AND WARRANTY CERTIFICATES AS STIPULATED AT THE TIME OF ORDERING SHALL BE FURNISHED ALONG WITH	

ANNEXURE-Z REV-01

#### INSPECTION CALL LETTER.

- (D) ITEMS SHALL BE DISPATCHED BY AIR/ROAD/RAIL/SEA WORTHY PACKING. ANY DAMAGE AND LATER REJECTION, DUE TO POOR / IMPROPER PACKING SHALL BE TO VENDOR'S ACCOUNT.
- (E) ANY DAMAGE/REJECTION SHOULD BE MADE GOOD OR REPLACED IMMEDIATELY WITHOUT ANY EXTRA COST TO BHEL SUCH AS FREIGHT, DUTIES, TAXES ETC. THE
- (F) WHEREVER COMMISSIONING IS INVOLVED, IT SHALL BE CARRIED OUT BY THE VENDOR'S QUALIFIED ENGINEERS. SCOPE OF WORK INCLUDES INSTALLATION, COMMISSIONING AND START-UP TRIALS TILL SATISFACTORY PERFORMANCE LEVEL IS REACHED AS CERTIFIED BY BHEL.
- (G) BHEL WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURIES TO VENDOR'S PERSONNEL SUSTAINED DURING INSTALLATION / COMMISSIONING / START-UP TRIALS. VENDOR SHALL ENSURE COMPLIANCE WITH ALL STATUTORY REQUISITES AS LAID DOWN BY LOCAL BODIES, STATE & CENTRAL GOVERNMENT. VENDOR SHALL INDEMNIFY BHEL FOR ALL DAMAGES/ LOSSES TO VARIOUS PERSONNEL DURING THEIR PRESENCE IN BHEL"S PREMISES FOR WHATEVER PURPOSE. THE FOLLOWING SHALL BE ENSURED BY THE VENDOR:
- a) VENDOR/CONTRACTOR SHALL ENSURE THAT THE VENDOR/CONTRACTOR'S WORKMEN ALWAYS FOLLOW SAFE WORK PROCEDURE DURING ERECTING/COMMISSIONING ACTIVITIES.
- b) VENDOR/CONTRACTOR SHALL ENSURE THAT THE VENDOR/CONTRACTOR'S WORKMEN WEAR SAFETY PPES (SHOES, HELMETS, SAFETY BELT ETC.) WHILE ON ERECTING/COMMISSIONING WORK AND SIMILAR WORKS.
- c) VENDOR/CONTRACTOR SHALL ENSURE ADEQUATE SUPERVISION OF THE ACTIVITY BY HIS/HER SUPERVISOR/ENGINEER DURING THE ERECTING/ COMMISSIONING ACTIVITIES.

#### TECHNICAL TERMS:-

A. PRE-QUALIFYING CRITERIA: -

THE TECHNICAL BID OF ONLY THOSE BIDDERS SHALL BE PROCESSED WHO MEET THE PREQUALIFYING REQUIREMENT AS PER ANNEXURE-B.

- B. SUPPLY CONDITION: -
- 1. MATERIAL TO BE SUPPLIED AT BHEL STORES.
- 2. JOB PROVE OUT REQUIREMENT: REFER CLAUSE 6 OF ANNEXURE-A.
- 3. PRE DISPATCH INSPECTION: -AS PER CLASUE 7 & 11 OF THE ANNEXURE-A.
- C. DELIVERY, INSTALLATION & COMMISSIONING PERIOD, WARRANTY:

DELIVERY, INSTALLATION & COMMISSIONING PERIOD, WARRANTY SHALL BE AS PER CLAUSE 18 OF ANNEXURE-A. HOWEVER EARLY DELIVERY CLAUSE IS ACCEPTABLE.

- D. CIVIL WORK FOR FOUNDATION SHALL BE IN SCOPE OF BHEL. VENDOR SHOULD SUBMIT DETAILS AS PER CLAUSE 8 of ANNEXURE-A.
- E. THE MINIMUM PERCENTAGE OF E&C VALUE IS 7.5%.

#### NOTE:

69

- 1. FOR FOREIGN SUPPLIERS: CLAUSE NO. 13, 59 & 66 ARE NOT APPLICABLE FOR 'FOREIGN SUPPLIERS'. IT IS APPLICABLE FOR ONLY INDIAN SUPPLIERS.
- 2. PLEASE FILL IN THIS FORMAT AND SEND COMPULSORILY ALONG WITH QUOTATION WITH VENDOR'S SEAL, SIGNATURE AND DATE.

SIGNATURE ALONG WITH SEAL AND DATE:

	PRE QUALIFYING REQUIREMENT FOR GTE FOR SUPPLY & INSTALLATION 8	COMMISSIONING OF	ANNEXURE-B
	CENTRIFUGAL CASTING MACHINE		
	BHARAT HEAVY ELECTRICALS LIMITED		INDENT NO. :
	UNIT'S ADDRESS: HEAVY EQUIPMENT REPAIR PLANT, TARNA SHIVPUR VARA	NASI UTTAR PRADESH	ENQUIRY NO. :
	221003		DUE DATE :
	CONTACT PERSON FROM PURCHASE DEP'T.:		DATE:
	NAME: DESIGNATION:		
	PHONE NO.: E-MAIL:		
	FAX NO. :		
	ADDRESS OF THE SUPPLIER		1 -
	TELEPHONE NOS.:		··································
	FAX NOS.:		
	E-MAIL ADDRESS :		
	DESCRIPTION OF BHEL REQUIREMENT		
SL. NO.		REQUIRED	OFFERED
	WORK EXPERIENCE		
	OFFERS OF ONLY ORIGINAL EQUIPMENT MANUFACTURERS (OEM) SHALL BE PROCESSED. THE OEM SHOULD HAVE SUCCESSFULLY SUPPLIED &		
	COMMISSIONED AT LEAST ONE CENTRIFUGAL CASTING MACHINE SUITABLE		
	FOR 2500 KGS TO ANY ORGANIZATION IN INDIA OR IN AT LEAST ONE COUNTRY OTHER THAN THE COUNTRY OF ORIGIN WITHIN LAST 10 YEARS FROM THE	WENDOD TO CONSIDE	
1	DATE OF FLOATING OF THE NIT.	VENDOR TO CONFIRM	
	THE MACHINE SHOULD HAVE BEEN COMMISSIONED AND WORKING SATISFACTORILY FOR A MINIMUM 12 MONTHS PERIOD DURING LAST 10 YEARS AS ON THE DATE OF FLOATING OF TENDER.		
	OEM HAS TO SUBMIT PERFORMANCE CERTIFICATE FROM THE CUSTOMER REGARDING SATISFACTORY PERFORMANCE OF THE ABOVE MACHINE AS PER FORMAT ATTACHED ON THEIR LETTER HEAD.	VENDOR TO SUBMIT PERFORMACE CERTIFICATE WITH PO COPY	
	FINANCIAL REQUIREMENT		
İ	1. THE OEM SHOULD HAVE NET POSITIVE NET EQUITY FOR EACH YEAR FROM 18-19 TO 21-22 (4 YEARS). IN CASE BALANCE SHEET FOR 21-22 ARE		
	NOT AVAILABLE, BALANCE SHEET FROM 17-18 TO 20-21 MAY BE	VENDOR TO CERTIFY	
	SUBMITTED.BALANCE SHEET SHOULD BE AUTHENTICATED/ VERIFIED/ PREPARED BY CHARTERED ACCOUNTANT.	AND SUBMIT	
_	2. THE OEM SHOULD NOT HAVE INCURRED LOSS FOR ANY YEAR SINCE	RELEVANT DOCUMENTS AS PER	
2	FROM 18-19 TO 21-22 (4 YEARS). BIDDER SHOULD SUBMIT PROFIT AND LOSS	INTERNATIONAL FINANCIAL	
	STATEMENT FOR RELEVANT PERIOD. IN CASE DETAILS FOR 21-22 ARE NOT AVAILABLE, DETAILS FROM 17-18 TO 20-21 MAY BE SUBMITTED.DETAILS	REPORTING	
1	SHOULD BE AUTHENTICATED/ VERIFIED/ PREPARED BY CHARTERED	STANDARDS/ COMPANY'S ACT OF	
-	ACCOUNTANT.	THEIR COUNTRY.	
	THE OEM SHOULD HAVE BEEN IN THE BUSINESS OF MACHINE BUILDING OF CENTRIFUGAL CASTING MACHINE BEFORE 31.03.2015		
3	CAPABILITY		
	THE OEM SHOULD HAVE NECESSARY IN HOUSE FABRICATION FACILITY FOR	VENDOR TO PROVIDE DETAILS OF MACHINE	
3.1	THE STRUCTURE/PLATES USED FOR MANUFACTURING MACHINE FOR WHICH DETAILS TO BE SUBMITTED OR ELSE TEST CERTIFICATE OF THE STRUCTURAL ITEMS/PLATES PURCHASED/IMPORTED SHOULD BE PROVIDED AT THE TIME OF SUPPLY OF MACHINE.	VIZ. MAKE, MODEL, WORKING LENGTH, CAPACITY, ACCURACY ETC.	
3.2	THE OEM SHOULD HAVE CRITICAL IN HOUSE MACHINING FACILITY FOR MANUFACTURING THE MACHINE. BHEL MAY ARRANGE FOR ON SITE VERIFICATION OF THE DETAILS THROUGH PHYSICAL/ONLINE MODE.	VENDOR TO ACCEPT	
3.3	THE OEM SHOULD HAVE QUALIFIED TECHNICAL MANPOWER IN THE AREA OF ENGINEERING, CNC APPLICATION, TOOLINGS, LOAD ANALYSIS & STABILITY	VENDOR TO PROVIDE DETAILS	

(PRADEEP KUMAR)

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4	THE OEM AND ITS INDIAN AGENT (IF APPLICABLE) SHOULD NOT HAVE BEEN SUSPENDED BY BHEL OR ANY OTHER CPSE OR ANY GOVERNMENT ORGANIZATION AND IS NOT GUILTY BY A COURT OF LAW IN INDIA OR ANY OTHER OFFENCE INVOLVING FRAUD, DISHONESTY & MORAL TURPITUDE.	VENDOR TO SUBMIT A SELF DECLARATION CERTIFICATE	
5	THE BIDDER SHALL ASSURE A CONTINUOUS SUPPORT FOR SPARES AND SERVICE FOR TEN YEARS, FROM THE DATE OF COMMISSIONING OF THE EQUIPMENT AT BHEL WORKS	VENDOR TO ACCEPT	
6	PRICE BID		
6.1	VENDOR TO MENTION CURRENCY QUOTED IN PRICE BID	VENDOD TO CONFIDM	
6.2	VALUE OF SUPPLY WILL INCLUDE	VENDOR TO CONFIRM	
Α	BASIC COST OF MACHINE & ACCESSORIES		
В	P&F	TO BE CONSIDERED	
С	FREIGHT & INSURANCE UPTO CIF PORT OF DISCHARGE: JNPT, NHAVA SHEVA, INDIA, PORT HANDLING CHARGES AS PER T&C ATTACHED WITH THE NIT.	AS VALUE OF SUPPLY	
6.3	ERECTION & COMMISSIONING CHARGES WILL INCLUDE:		
Α	INSTALLATION & COMMISSIONING CHARGES		
В	TRAINING COST AS PER SL.NO-12.6 & 7.1 OF ANNEXURE-A	TO BE CONSIDERED	
С	REMOTE ASSISTANCE AS PER CLAUSE 13 OF ANNEXURE-A	AS E&C	
E	JOB PROVING AT BHEL HERP AS PER CLAUSE 6 & 12 OF ANNEXURE-A		
F	OTHER CHARGES- IF ANY		
6.4	BHEL RESERVES THE RIGHT TO CANCEL THE TENDER AT ANY STAGE WITHOUT GIVING ANY REASON.	VENDOR TO ACCEPT	
6.5	FINAL PRICE OF SUPPLY INCLUDING STANDARD AND SPECIAL TOOLS/ACCESSORIES, ERECTION & COMMISSIONING CHARGES, JOB PROVE OUT, TRAINING ETC WILL BE FINALIZED THROUGH THE PROCESS OF REVERSE AUCTION. PARTY TO SUBMIT THEIR ACCEPTANCE TO PARTICIPATE IN REVERSE AUCTION OTHERWISE THEIR OFFER MAY NOT BE CONSIDERED FOR PROCESSING. ( REF GENERAL COMMERCIAL TERMS & CONDITIONS OF ENQUIRY)	VENDOR TO ACCEPT	
6.6	THE L-1 BIDDER SHALL BE DECIDED ON LANDED COST TO BHEL HERP ON F.O.R STORES BASIS ONLY. THE FOREIGN BIDDERS & DOMESTIC BIDDERS ARE REQUIRED TO SUBMIT THEIR PRICE BIDS IN RESPECTIVE FORMATS FOR FOREIGN & DOMESTIC ONLY.	VENDOR TO ACCEPT	

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	TECHNICAL SPECI	FICATION	Annexure-A
N. Calvins	TECHNICALISFECT		Enquiry No. & Dt.:
			PLEASURE CONTROL OF THE PROPERTY OF THE PROPER
	Heavy Equipment Repair Plant,		Due Date :
	Bharat Heavy Electricals Limited,		Supplier's Ref.:
	Varanasi -221003, Uttar Pradesh, INDIA.		Date:
PIEW HERE	GTE:Specification cum Compliance Certificate fo	r CENTRIFUGAL CASTING	MACHINE
NOTES:			
ambiguous o	in "VENDOR'S OFFER WITH TECHNICAL DETAILS & REMARKS" of this format shall be f ir unsustainable information against any of the clauses of the specifications / requirement	illed in by the Vendor and subm nts shall be treated as non-comp	itted along with the offer. Inadequate / incomplete, pliance.
	and all documents enclosed with offer should be in English language only.		
3. Total No o	f Machines = 1		
Name & Add	ress of the supplier:		
an sopul			
Telephone N	0.		
Fax No.		U. Called Street 12	
e mail :			
Reoper Rupp	ly, Erection & Commissioning of Contribugal casting machine complying with specificalin I	on as helow.	
JL 19U.	RIBL TERIBIEAL GREDIFICATION		VENDOR'S OFFER WITH TECHNICAL DETAILS & REMARKS
	PLIRPORE A WORK PIEGE MATERIAL	CONTRACTOR STATE	
	PURPOSE/APPLICATION: The proposed Centrifugal casting Machine is required for centrifugal casting of white metal (BABBITT) in Journal bearings of OD upto 1200 mm & final weight (including of casting/forging and babbitt metal) 2500 kgs	Vendor to confirm	
	The centrifugal casting machine should be specifically designed to safely and economically cast white metal (babbitt) into ferrous or nonferrous housings in the form of bushes, bearings, half shells and shaped shells, using white metals as per specification HW 12897 lattached as Annexure-E	Vendor to confirm	
2	SPECIFICATION:		
2.1	MACHINE CONFIGURATION:	Vendor to confirm	Procedure of the Procedure of the State of t
2.1.1	HEAD STOCK		
2.1.1.1	Face Plate diameter	1200 mm or more	in the state of th
2.1.1.2	Power of Main motor	22 KW or above	
2.1.1.3	Spindle motor make, model of Siemens/ ABB/CG/ALSTOM or equivalent Make	Vendor to submit details.	
2.1.1.4	Asynchronous motor Spindle speed (Infinitely variable)	0-600 rpm	
2.1.1.5	No. of speed ranges-	Vendor to submit details	TERROR DEGREE MINIMORINA
2.1.1.6	Drive mechanism	Vendor to submit details	
2.1.1.7	Torque-Power-Speed characteristics of the spindle system to be submitted by the vendor.	Vendor to submit details	LANCE OF THE PARTY
2.1.1.8	The spindle bearings shall be life time lubricated/selaed	Vendor to submit details	
2.1.1.9	Spindle bearing should be of Make INA/FAFNIR/RHP/FAG/SKF/TIMKEN	Vendor to submit details	NAME OF THE OWNER OF THE OWNER OF THE OWNER.
2.1.1.10	Maximum holding OD for largest size bearing	1050 mm or more	THE PROPERTY OF THE PARTY OF TH
2.1.1.11	Maximum distance between face plates	1300 mm or more	
2.1.1.12	Maximum bearing length	1200 mm or more	
2.1.1.13	Minimum OD diameter for holding onto faceplate	150 mm or less	
2.1.1.14	Minimum inside diameter suitable for babbiting	150 mm or more	
2.1.2	TRAVERSES:		
	Longitudinal travel span & joystick/HMI control for movement	Vendor to submit details	
2.1.3	FEED DRIVE SYSTEM, HMI, PLC & MOTORS	Vendor to offer VVVFD of	
2.1.3.1	VVVFD Make & rating for the main motor	Siemens only	Carlos and the control of the carlos and the carlos
2.1.3.2	Chuck/ face plate holding arrangement with details of PCD	Vendor to submit details	
2.1.3.3	Details of mechanism for braking and braking time	Vendor to submit details	
2.1.3.4	Make & model of Spindle motor	Siemens or equivalent Siemens or equivalent	
2.1.3.5	Make & model for Hydraulic motor	Siemens or equivalent	
2.1.3.6	Make & model for motorized guard motor  Make & model of PLC	Siemens make only	
2.1.3.7	Make and model of HMI	Siemens make only	Same Leaven Company of the Leaven
2.1.4	FEED BACK SYSTEM:	Vendor to submit details	
E-A-T	RPM display through encoder or inverter paramaters and preferably through rotary encoder.	Vendor to submit details	
2.2	RPM display through encoder or inverter paramaters and preteracty through rotary encoder.  CONSTRUCTION:	torior in source details	
2.2.1	Base frame: Fabricated, fully welded and machined heavy duty rectangular hollow section, selected for its rigidity and strength. The base unit should fully support the drive and traversing head.	Vendor to submit	
222	Drive head: The drive head should be designed as a single heavy fabricated box frame fully machined to support the drive shaft and support bearings. The frame should be rigid enough to reduce vibration allowing for smooth operation. All bearings should be grease lubricated. Necessary braking arrangement should be available for chuck.	Vendor to submit	
2.2.3	Traversing head: The traversing head should be designed to allow pouring of the Babbitt or	Vendor to submit	
The Control of	whit metal material.	TOWNS STATE VALVAS	

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2.2.4	Traversing head Support: The traversing head should be designed to clamp the production bearing shell. The movement of the traversing head should be controlled by two hydraulic cylinders giving precise control and smooth operation. The hydraulic cylinders are to be mounted as close to the centreline of the faceplate to facilitate even clamping and pressure	Vendor to submit	
2.2.5	Clamping system should be hydraulic with three safety systems to prevent ejection of the bearing during production.  1. P.O. check valves in case of hose failure  2. A pre-charged accumulator to maintain pressure in case of power failure.  3. Twin cylinders so if one fails pressure is maintained.	Vendor to submit	
2.2.6	Faceplates (02 Nos.), which are attached to the drive head and traversing head shafts. The precission machined heavy duty plates should have drilled and tapped holes on various P.C.D. to allow fixing of the bearing shell locators (dogs) to facilitate ease of centering of the bearing shell during production.	Vendor to submit	
2.2.7	Main Drive required as per standard IEC general purpose motor with IE2/IE3 efficiency to provide infinitely variable speed operating on the frequency operating and adjustment principle.		
2.2.8	Motorised Stainless steel Guarding: All guards are fully interlocked to prevent machine operation when open.	Vendor to submit	
22.9	Water Cooling & Circulating:  A water-cooling system is required as standard, housed within the main guard the cooling system can be made up of more than one bank of nozzles dependent on machine size for minimum 200 litres per min water flow.  Nozzles required to be turned on or off to suit the bearing configuration through PLC.  The water cooling sholid be controlled via the PLC and HMI to provide accurate and repeatable water sequences to improve the bonding of the white metal/ Babbitt to the shell.  Necessary arrangement for Water Re-Circulating System, comprising of: Pumps; Filter Indiditor Type Heat Evehenger with accessed Centrel Gear may be considered as per decian resulrement.	Vendor to submit	
7310	Pouring A stainless steel fabricated 2 part pouring funnel/ bucket and spout requiredon on rails to anow for ease or movement between pouring and pre-nearing position. The pouring luminer shall be suitable for pre-nearing.	Vandor in submit	
2.3	OPERATION AND CONTROL SYSTEM:		
2.3.1	OPERATOR'S PANEL:		
2.3.1.1	Swiveling type operator's panel/desk mounted system having complete machine control system with display monitor HMI of required configuration shall be provided on the Operators Platform. All switches on the Operator's panel including that for table rotation should be within reach of operator of average indian height for convenient, efficient & safe operation. All displays/indications should also be conveniently placed accordingly. Layout showing complete details of the panel should be submitted.	Vendor to submit details	
2.3.2	MANUAL CONTROL	MARGINE ENDIN	
	Complete manual control of machine with required switches / keys should be provided on operator's panel for setting RPM, controlling water cooling jets, automatic opening/closing of motorised guard, clamping using faceplate, hydrualic controls, Alarm/ fault indicationr. Diagram / Sketches for switches / keys provided on operators pendant should be submitted.	Vendor to confirm. Layout of panel showing requisite switches to be submitted.	
2.4	DIAGNOSTIC SYSTEMS		STATE OF THE PARTY
2.4.1	HMI with alarm messaging, pictorial display & recipe functionality	Vendor to provide details	
2.4.2	Thermocouple for Display of inner ID temperature	Vendor to provide details & confirm	Ko Car Strand
2.5	AIR CONDITIONERS	Guniim	
2.5.1	Independent air conditioners with Dehumidifiers of suitable & sufficient capacity to be provided for each Electrical / Electronic Panels / Cabinets including Operator's Panel considering specified ambient conditions. Detailed specifications of the same are to be submitted. Make: RITTAL or equivalent	Vendor to offer & cofirm	
2.5.2	In case of order vendor shall provide following information about Air Conditioners and Chiller Unit (s) used in the machine: Type of Refrigeration/ Chiller unit. The Capacity of the chiller unit. Type of compressor with complete specifications. Type of Thermostatic Expansion Valve with complete specifications. Fan size and flow in CFM (cubic feet meter) of the Condenser unit. Specifications of the Evaporator Unit (Width Plate type/ Coil type) Functional requirement of temperature of Cooling Oil to be maintained between range T1 to T2. Type of temperature indicator/ controller used in the chiller unit with complete specifications. Make: RITTAL or equivalent.	Vendor to confirm	
2.6	HYDRAULIC SYSTEM (DETAILS TO BE SUBMITTED BY THE VENDOR):	Manager, res	
2.6.1	The Hydraulic System shall be of Re-Circulating Type. Hydraulic Tank should be preferably placed at shop floor.	Vendor to offer and confirm	Mile College State of the State
2.6.2	Pumps, Valves, Switches (Pressure & Flow) should be of Make: Rexroth / Vickers/Parker/Hawe or equivalent	Vendor to offer and confirm	
2.6.3	Filtration System: Sufficient no. of filters (with electric clogging indicator and alarm on PLC) should be used to avoid frequent clogging of the filters and other maintenance related	Vendor to offer and confirm	
2.0.0	problems. Filter elements should, preferably, be of Make: EPE / Hydac or equivalent		
2.6.4	problems. Fitter elements should, preferably, be of Make: EPE / Hydac or equivalent  Failure indication through LED and indication in HMI	Vendor to offer	

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2.6.6	Refrigerated type cooling and electric heating (Electric heating,only if required) system o sufficient capacity to maintain complete Hydraulic System, including lubrication oil hydrostatic oil and gearbox oil, etc. keeping in view the specified ambient conditions to be offered with complete details. The temperature of Hydraulic Oil should not go beyond 32 deg. C.	Vendor to offer & submit	
2.6.7	Hydraulic pump capacity (flow / pressure) Make: Duplomatic/YUKEN/Rexroth/HAWE	Vendor to inform	
2.6.8	No Tandem pumps should be used. Maximum desired permissible pressure is 100 Kg/sq.cm. If anywhere, more than 100 Kg/sq.cm pressure is used, then one set of such hose pipes and seal kit of such Hydraulic cylinder should be supplied in spare in addition to other spares.	Vendor to confirm & offer	
2.6.9	Complete hydraulic system should be designed to avoid any leakage or spillage.	Vendor to confirm	
2.6.10	Sufficient stages/nos. of filters should be used to avoid frequent clogging of the filters and other maintenance related problems.	Vendor to offer	
3	ACCESSORIES:		
3.1	White metal holding furnace, manual type, fixed body, capacity dia 400 x 400 mm ( Nominal	Vendor to provide details	
3.2	350 Kg-500 kg)  Bottom pour Laddle of 200 kg or more	Vendor to provide details	
3.3	Melting station with 2 Gas burners and complete with Gas control valves	Vendor to provide details	
3.4	Water jet cooling rate programable and controllable through HMI	Vendor to provide details	
3.5	Pouring spout pre heat burner with temperature indication	Vendor to confirm	AS THE BURY CONTROL OF TAXABLE REPORTS
3.6	Tinning Bath (Electric) 1200mm x 1200mm x 800mm deep (approx), Complete with Energy and Temperature Controls suitable for bearing.	Vendor to offer	
3.7	50 sheets Babbitt board (gaskets) 1050mm x 1050mm x 3mm	Vendor to offer	
3.8	Clamps/guides for centring bearing between faceplates	Vendor to offer	
4	ELECTRICAL:	The Indiana Control of the Indiana	HIGH DESCRIPTION OF THE PARTY O
	Supply will be provided by BHEL at a single point near the machine, as per layout recommended by Vendor. All types of switches, cables, connections, circuit breakers etc. required for connecting BHEL's power supply point to different parts of the machine/control cabinets including shall be supplied by the vendor.	Vendor to offer	
5	SAFETY ARRANGEMENTS (FOLLOWING SAFETY FEATURES IN ADDITION TO OTHER STANDARD SAFETY FEATURES SHOULD BE PROVIDED ON THE MACHINE):	Vendor to offer	
5.1	Machine should have adequate and reliable safety interlocks / devices to avoid damage to the machine, work piece and the operator due to the malfunctioning or mistakes. Machine functions should be continuously monitored and alarm/ warning indications through lights/ alarm number with messages (on HMI display) should be available.	Vendor to offer	
5.2	A detailed list of all alarms / indications provided on machine should be submitted by the supplier.	Vendor to submit	
5.3	All the pipes, cables etc. on the machine should be well supported and protected. These should not create any hindrance to machine operator's movement for effective use of machine.	Vendor to offer	
5.4	All the rotating parts used on machine should be statically & dynamically balanced to avoid undue vibrations & noise.	Vendor to confirm	<b>从1997年1998年199</b> 日
5.5	Emergency Switches at suitable locations as per International Norms should be provided.	Vendor to offer	
5.6	Oil & water pipe lines should not run with electrical cable in the same trench.	Vendor to offer	
5.7	Power/hose failure hydraulic safety system	Vendor to offer	
5.8	Fail-safe clamping control.	Vendor to offer	Manager Mysell manages strong in the strong
5.9	Dual system/ set of cylinders, check valves	Vendor to offer	
5.1	Electrically interlocked guards to prevent opening during rotation	Vendor to offer	
5,11	Motorised guarding with safety interlocks	Vendor to offer	
5.12	Faceplate lock interlock to prevent accidental operation	Vendor to offer	THE PARTY OF THE P
5.13	Dual faceplate open/close control to prevent accidental operation of controls	Vendor to offer	
5.14	Accumulator to maintain pressure during power failure	Vendor to offer	
5.14	Interlocking to ensure safety in operation of hood, spindle, clamping, hydraulic pressure etc	Vendor to offer	
To Treat	PROVE-OUT MACHINING OF BHEL COMPONENT ON MACHINE AT HERP DURING COMMISSIONINING	Vendor to offer	
6	Prove out of components having OD 400-1030 mm & bearing weigh upto 500-2500 Kg with maximum size as per Annexure-C (detailed under) shall be carried out. The dimensions of the bearings shall be within stated limit but actual size may differ depending on the availability of shell. (Also refer Annexure-E & F).	Vendor to accept & offer	
	Component Name: Journal bearing 530x530		
	Machining Drawing: 01183658000	Venture country of	
	Forging Drawing : 21183658999	Vendor to accept & offer	
	Raw Material : Low alloy steel forging		ALEXANDER SERVICE AND ASSESSMENT OF THE SERVICE OF
7	TRAINING & PRE-DISPATCH INSPECTION :	SUPPLY AND ASSESSMENT OF THE PARTY OF THE PA	

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7.1	TwofThree BHEL Persons should be trained at vendor's works for the area & period given below for 1 week at OEMs work. (a) Process & programming for the machine, measuring system, etc. (b) Maintenance of machine & other supplied equipment (c) Operation & production.  Pre-dispatch inspection of the machine shall also be carried out by the team during their stay at vendor's works for the training in above specified period. BHEL reserves the right to choose no. of persons, field & period of training, out of above, while deputing their engineers for training. BHEL may also waive off the requirement of PDI before dispatch subject to its own discretion (in such case supplier shall arrange for ONLINE PDI / Third party inspection as per BHEL requirement/specification)  For foreign bidders: the call for PDI shall be given atteast 30 days in advance for travel documentation and other requirements.  For indian vendors: the call for PDI shall be given atteast 15 days in advance for travel documentation and other requirements.	Vendor to offer	
7.2	Air/train-fare, boarding & lodging for the trainees shall be borne by BHEL.	For vendor's information.	
7.3	Competent, English speaking experts shall be arranged by the vendor for satisfactory &	Vendor to accept & confirm	Importation in the second
8	effective training of BHEL personnel.  FOUNDATION		
	Vendor shall submit the preliminary General Arrangement Drawing & Layout Drawing for getting BHEL's approval within 30 days from the date of Letter of Intent (LOI) / P.O. Complete Foundation details viz: static / dynamic load details etc. and Final Layout drawings shall be submitted by the supplier within 15 days after getting BHEL's approval. The layout should consist of all requirements perfecting the complete machine including pages requirement for the machine as per Final Layout & other details provided by vendor. The vendor shall also indicate detailed specifications of grouting compound and grouting procedure etc. if any specifically desired for foundation bolts of the machine. ( Supply of Voltage Stabilizer, Isolation Transformer/ Air compressor shall be in scope of BHEL).	чинии и ассерь а оне	
9	ERECTION & COMMISSIONING		Majartis II mases in parties of the second
9.1	Supplier to take full responsibility for carrying out the start up, testing of machine, it's control system & all types of other supplied equipment, job prove out etc.		
9.2	Service requirement like power, air & water shall be provided by BHEL at only one point to be indicated by supplier in their foundation/layout drawings. Other requirements like crane and helping personnel shall also be provided by BHEL. Details of these requirements should be informed by vendor in advance. The available crane capacity at the proposed location of the machine will be 75 Ton. The vendor will ensure to make requisite arrangement for lifting of heavier consignment/ items/ assembly of the machine not getting covered by this capacity.	Vendor to accept.	
9,3	Bidder may specify requirement of surface preparation in terms of roughness value necessary during job prove out during installation & commissioning of the machine.	Vendor to offer	
9.4	Successful proving of BHEL components by the supplier shall be considered as part of commissioning for the machine. All tests, as mentioned at Sl. No. 6, 11 & 12 (Machine Acceptance) and testing/demonstration of tele-diagnostic service etc. shall also be part of the commissioning activity.	Vendor to offer	
9.5	Tools, Tackels, Test Mandrels, instruments and other necessary equipment including Laser equipment required to carry out all erection & commissioning activities should be arranged and brought by the supplier.	Vendor to accept	
9.6	Commissioning spares, required for commissioning of the machine within stipulated time, shall be brought by the supplier on returnable basis.	Vendor to accept	THE RESERVE AND DESCRIPTION OF THE PERSON OF
9.7	Schedule of Erection and Commissioning shall be submitted with the offer.	Vendor to submit	Maria Prost Property Control Control
9.8	Terms & conditions for Erection & Commissioning should be furnished in detail separately by vendor along with offer.	Vendor to submit	
9.9	Portion, if any, of the machine, accessories/attachments and other supplied items where paint got rubbed or peeled off during transit or erection should be re-painted and matched with the original adjoining paint by the vendor. For this purpose, the vendor should supply sufficient quantity of touch-up paint of various colours/shades of paints used. The vendor shall ensure performing touching after commissioning but before final	Vendor to offer	
10	acceptance.  AMBIENT CONDITIONS & THERMAL STABILITY	The Recipion	
10.1	Total machine including all supplied items should work trouble free and should give specified accuracies under existing power supply and ambient operating conditions, as mentioned below:	Vendor to accept & confirm	
10.2	Ambient Operating Conditions: Temperature = 5 to 45-degree Celsius Relative Humidity = 95% max. Weather conditions are tropical. Atmosphere may be dust laden during some part of the year. Machine shall be kept in the normal shop floor condition without any temperature controlled enclosure/shop. Max. temperature variation is 25 deg Celsius in 24 hours.	Vendor to accept	
	Thermal Stability: Thermal Stability of the complete machine and all supplied items keeping in view the specified Ambient Conditions, accuracies, requirements of BHEL components and trouble free operation of the machine should be ensured by vendor.	Vendor to offer & confirm	
10.3	Since the machine shall be installed in shop with operating conditions, the vendor shall ensure minimum bonding required for achieving the acceptable result in UDT.		
10.3	Since the machine shall be installed in shop with operating conditions, the vendor shall	Vendor to note	

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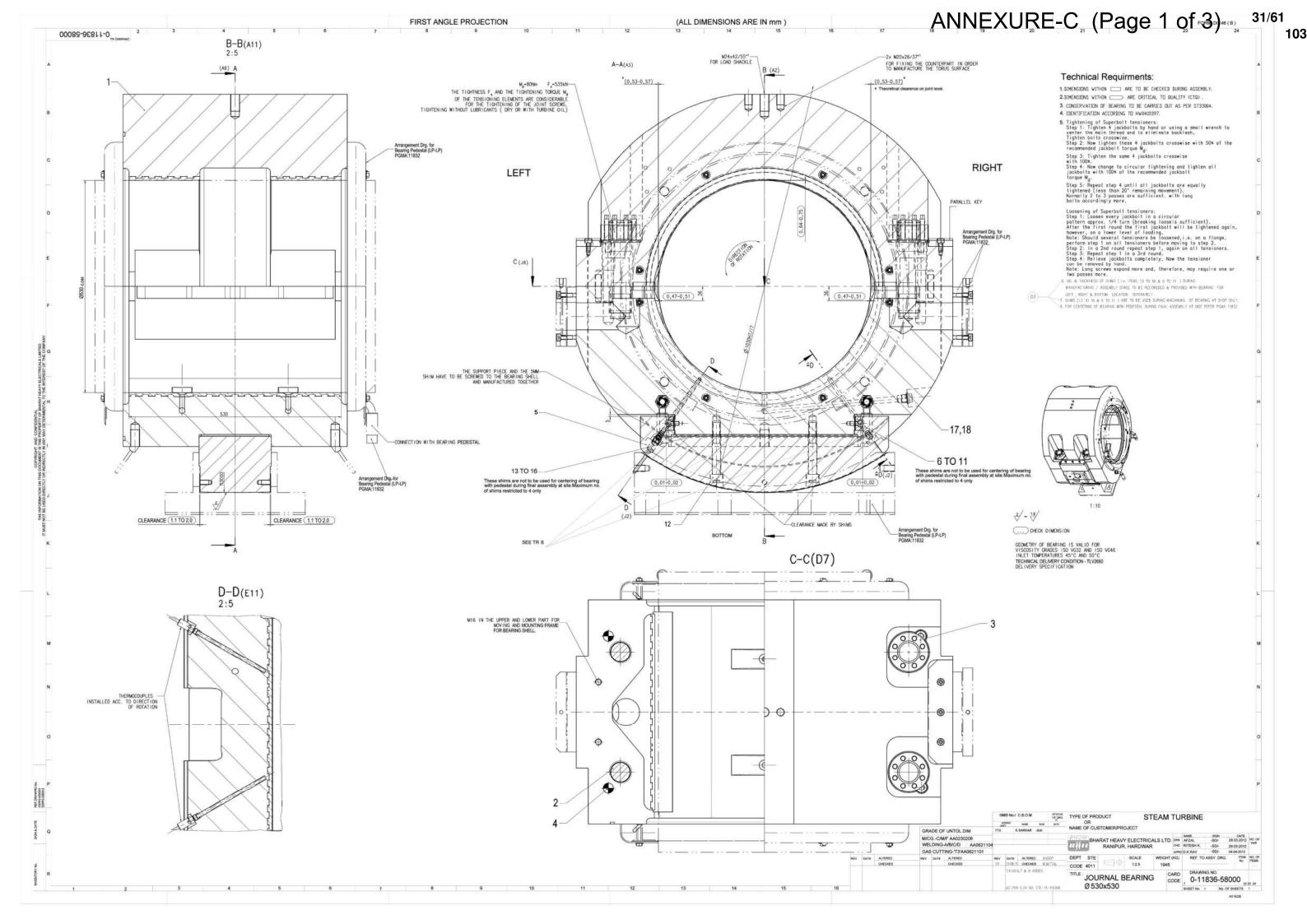
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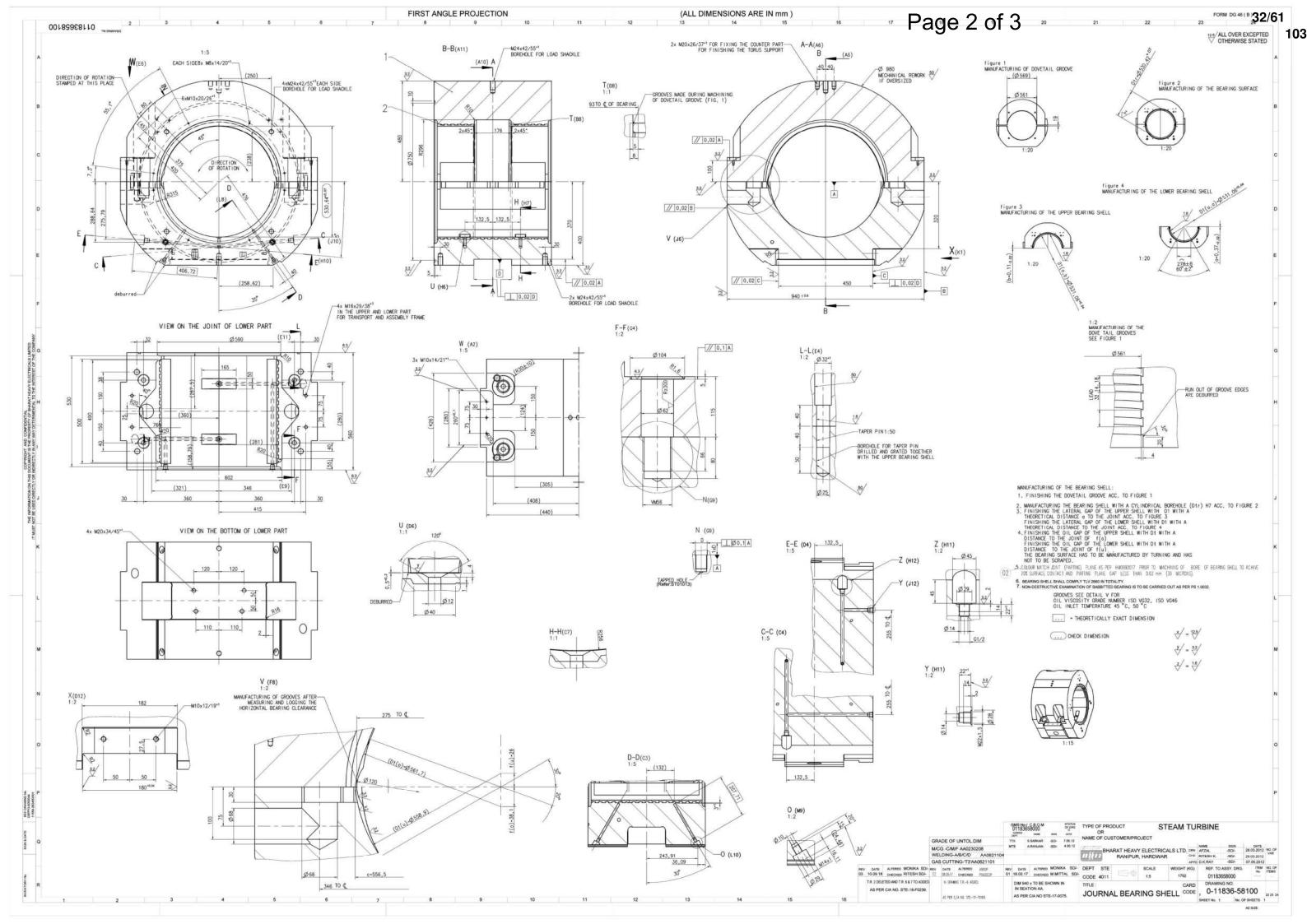
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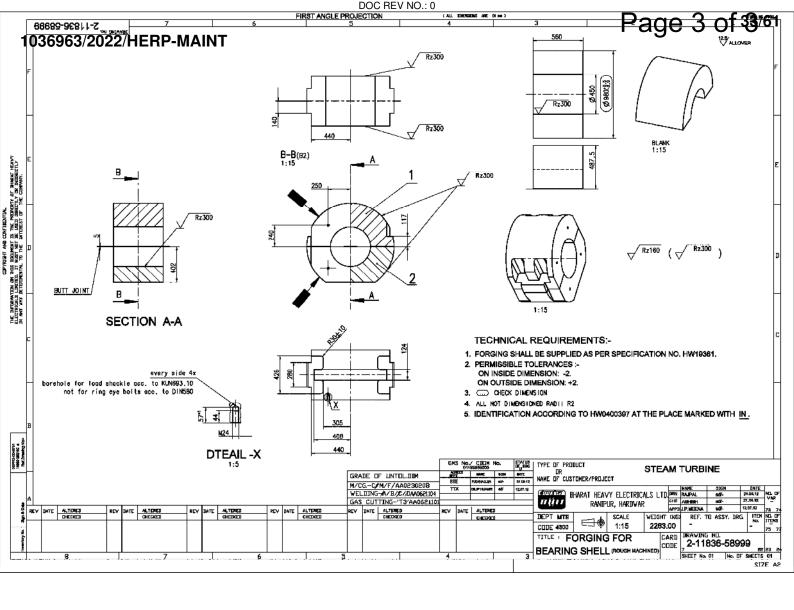
11.2	Demonstration of specified/offered capacity of machine	Vendor to accept & confirm
11.3	The machine should be tested for continuous running of 48 hrs. If any break down occurs during this test, the test should be repeated for 48 hrs from that time.	Vendor to accept & confirm
11.4	Demonstration of all features of the machine, control system & accessories and trouble shooting	Vendor to accept & confirm
11.5	Dry testing of bearing with shell of having minimum weight 1000 Kg ( Bearing to be provided by vendor)	Vendor to note
12	TESTS/ACTIVITIES TO BE CARRIED OUT AT BHEL WORKS WHILE COMMISSIONING THE MACHINE AT HERP.	
12.1	Demonstration of features, capability of RPM control and variation with load, cooling system etc shall be demostrated after starting up of machine at HERP.	Vendor to accept & confirm
12.2	Full load test to demonstrate the maximum power & clamping capacity of the machine.	Vendor to accept & confirm
12.3	The machine should be tested for continuous running of 48 hrs. If any break down occurs during this test, the test should be repeated for 48 hrs from that time.	Vendor to accept & confirm
12.4	Demonstration of all features of the machine, control system & accessories, and troubleshooting to the satisfaction of BHEL for efficient and effective use of the machine	Vendor to accept & confirm
12.5	Demonstration by actual use of all supplied accessories to their full capacity for required	Vendor to accept & confirm
12.6	applications.  BHEL Persons should be trained for the area & period given below for 1 week: (a) Process, programming & operation for the machine, measuring system, etc. (b) Process, Dearing preparation. (c) Babitting process and key control variables. (d) Maintenance of machine & other supplied equipment/accessories	Vendor to accept & confirm
12.7	Job prove out and testing: NDT of the Rebabbitted bearing shall be carried out as per NDT SPECIFICATION- HW0850195 (attached as Annexure F) & job prove out as per Clause 6 of this document-03 Nos.	Vendor to accept & confirm
13	Technical support for 6 months or 100 pouring which ever is earlier shall be provided by the OEM through remote assistance to BHEL in which process & parameter for each pouring shall be reviewed by the OEM for which all required details shall be shared 24 hours in advance. The objective of the action shall be to gradually minimize the failure rate and process improvement. OEM should confirm and quote the charges for assistance in price bid. The payment shall be made after completion of 6 months or 100 pouring and within 60 days of receipt of invoice against same/separate work order. ( The charges shall be considered for evaluating L-1 bidder).	Vendor to accept & confirm
14	In case of on site requirement at HERP, OEM may be required to depute 01 person for 5 day stay at HERP to carry out pouring. OEM should submit per man day cost for providing on site asstiance at BHEL Varanasi. The period of stay shall be minimum 5 days at a stretch while travel charges (except local conveyance expenditure incurred abroad), accomodation in India, local conveyance expenditure shall be borne by BHEL. The rates shall be valid for minimum 24 months from the date of commissioning. (Bidder to quote in price bid in separately provided field). The payment shall be made within 60 days of receipt of invoice against same/separate work order and completion of each visit. (The charges shall not be considered for evaluating L-1 bidder. The successful bidder shall have to accept the lowest rate offered amongst all techno-commercially qualified bidders.).	Vendor to quote here
	PACKING	
15	Sea worthy & rigid packing for machine, control and all other supplied items to avoid any damage/loss in transit. All small loose items should be suitably packed in boxes	Vendor to offer & confirm
100	GUARANTEE:	
16	Guarantee for complete machine and all supplied systems/accessories / attachments /equipment/items for 24 months from the date of acceptance of the machine.	Vendor to comply
All I	GENERAL:	
	Machine Model	Vendor to specify
	Total connected load (KVA):	Vendor to specify
	Floor area required (Length, Width, Height) for complete machine & accessories.	Vendor to specify
	Painting of Machine / Electrical Panels (Apple green)	Vendor to confirm
17	Total weight of the machine  Vendor to submit, along with offer, the reference list of customers where similar machines have been supplied mentioning the customer, Machine Model, major specifications of the supplied machine, CNC System, Year of Supply etc.	Vendor to specify  Vendor to specify
	Detailed catalogues, sketch/ photographs of the m/c and accessories/ Attachments should be submitted with the offer.	Vendor to specify
	Vendor to submit list of all BOI ( Make, Model & specification) like Electrical switchgears, Automation & control equipments, OP & HMI, sensors & Encoder	Vendor to confirm
	Vendor to submit list of all Mandatory spare parts required for the trouble free working of the machine at the time of supply of machine.	Vendor to confirm
	Hydraulic, Pneumatic & oil piping's should be preferably metallic except places where flexible piping's are essential. All the pipes required for the same shall be included in the standard scoe of the machine.	Vendor to specify
19	DELIVERY, INSTALLATION & COMMISSIONING SCHEDULE	THE PERSON NAMED IN THE PERSON
	Delivery Schedule- For Foreign OEM- 6 months from the placement of purchase order to submission of B/L for dispatch of machine For Indian OEM: 6 months from the placement of purchase order to receipt of machine at HERP Stores	vendor to confirm
18	Packing Sea worthy (For shipment by sea)/Road worthy & rigid packing for machine and all accessories to be provided by vendor to ensure material reaches HERP without any damage	vendor to confirm
	The validity of the offer shall be minimum 120 days.	The state of the s
	Installation & commissioning 60 days from the receipt of confirmation of site readiness from BHEL. The site readiness intimation shall be given within 30 days from the receipt of machine (subject to travel restrictions)	vendor to confirm
THE ST		1 1

Prodeep Kumar (PRADEEP KUMAR)

(A. M. BMCH) (S. K. S: W)







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HW12897 क्रय विनिर्देश भी एग ई एम संस्थान (हीय -पृष्ठ एस करनाडान SIGN & DATE का हरिद्वार) 1 3 PLANT PURCHASE Page of SPECIFICATION (HEEP-HARDWAR) SUPERSEDES INVENTORY NO. Special Tin Based Antifriction Bearing Alloy 10 Nov 1. General: 9977/02 This specification governs the requirements of tin based antifriction bearing alloy. संस्था को 2. Application: 包 The little For Babbitt lining of journal and thrust bearings on cast iron and cast/forged steel bearings shells. 3. Condition of Delivery: As cast ingots. **Dimension & Tolerances:** Weight of each ingot shall not be more than 3kg. 5. Freedom from Defects: maken on the access
of Limited Is must not be used it
was detrimental to the interest The ingots shall be homogeneous and free from non-metallic inclusions and shall have smooth appearance. 6. Manufacture: COPYRIGHT The babbit alloy shall be manufactured from virgin metals only. Return scrap shall not be used. The manufacturer shall take all precautions to ensure proper mixing of the alloying elements and the melt homogeneous. The 7. Chemical Composition (weight %): 20 क्षय से किसी भी सन्दर प्रयोग, जो कि समुक्षे के दिल ने शामिकाश्व हो न शिया सुक्रमा मारम देखे इस्टेडिट्स्स्स की सम्पत्ति है इसवा प्रतास The chemical composition of the Babbitt when analysed in accordance with IS:1409 (methods of chemical antifriction bearing alloy) or by any other conventional / instrumental method shall be as स्वत्वाधिकार एवं गोपनीय follows: Sn Cd Cu Sb Ni As Pb Fe Zn Al 80.0 - 81.9 1.0 - 1.45.0 - 5.511.0 - 13.0 0.20 - 0.500.30 - 0.70< 0.06 ≤ 0.01 ≤ 0.02  $\leq 0.02$ Alternatively, Babbitt as per below mentioned chemistry is also acceptable. इस ग्रांस्ट न Sb Sn Cu Ag Cd Ni Bi As Pb Fe Zn Al Rest 11.0 -13.0 5.5 - 6.50-05-0.15 < 0.03 < 0.06 < 0.06 < 0.06 < 0.06 < 0.03 0.5 - 0.7< 0.01 SIGN & TSX विनाम एवं सरसक्तर K. VARMA SIGNATURE & DATE NAME QAX AGARWAL IPSC WORKED BY Ashish, Ranjan vkchawham STE CHECKED BY T S Gopalkrishnan DK RAY SUPERVISED BY J.P.Meena नामडी सुनी संद्धा। INVENTORY NO. AGREED DEPTT NAME DATE & SIGNATURE संस्थान मानक समिति APPROVED STANDARDS 2.65 COMMITTEE Rev. No. 05 दिनाक मानक विभाग PREPARED MIT DATE 19 08.88 Dt. 07.09.2012 ISSUED STANDARDS

DIVISION

	(भीएम ईएम) संस्थान क्रय	विनिर्देश (हीप -	हरिद्वार)	HW	12897				
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SIGN	PLANT PURCH	ASE SPECIFIC	ATION	Page	<sup>2</sup> of				
ON	8. Fracture Test:								
INVENTORY NO	The fracture surfaces of the ingots when	broken at notches sha	ll not show	segregation	on, dross, c				
INNI	spots, overheated metal or any other typ	e of non-metallic incl	usions and	shall show	v a fine gr				
म्बस्य एवं विस्था आस्	structure.								
स्तक्षा पटन	9. Test Samples:								
स्वत्याधिकार एवं गापनाञ्च तथा भारत हैंगी इक्लिड्स्स की सम्बक्ति हैं इसका प्रत्य एव तथा ग्रेसी, ओ कि कार्यों से हिन इत्तिकास्क को न किया ज	Chemical analysis shall be reported.	ed on each heat basis.							
	Per heat a minimum of two ingots	shall be taken for frac	ture test.	* /					
political farment	10. Retest:								
FREE REE	If any of the selected test samples fail to mee	t the specified requireme	ent, two addi	tional test s	amples sha				
स्वत्याधिक वो गड मूनस भरत हवी केसी मी तथा प्रदेश, अ	be selected for re-testing without any further treatment and both of these samples should pass for								
H 40	acceptance. All tests shall be repeated at BHEL to verify manufacturer's test results.								
HE JOH	11. Inspection at Supplier Works:								
T	BHEL representative shall have all reasonable facilities afforded to him at any time by the supp								
	satisfy himself that the material is being furnished in accordance with this specification. Curring,								
	and testing of test samples may be witnessed by BHEL representative/customer's representative								
	supplier's works.								
	12. Test Certificate:								
	The supplier shall be submit five copies of the test certificate giving the following information's:								
	BHEL Order No.     Purchase specification No.								
	Supplier's reference and Name								
9	Results of chemical analysis     Fracture Test Results								
SIGN & DAIE	Heat No.								
	Consignment / identification No.								
	13.0 Marking:								
	Ingot shall be clearly marked with the Maker's brand either stamped or cast in with following details:								
	BHEL order number								
	Purchase specification number     Supplier's reference and Name								
	Results of chemical analysis								
1	Heat No. Weight								
1371	Consignment / Identification No.								
30									
Ť	Rev.No.05	निर्माणकर्ता							
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		जारमङ्क्ष संस्थान क्रय विनिर्देश (हीप - हरिद्व	HW	12897
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Rette		PLANT PURCHASE SPECIFICATION (HEEP-HARDWAR)	ON Page	<sup>3</sup> of <sup>3</sup>
SUPERSEDES INVENTORY NO.		14.0 Rejection & Replacement:  In the event of material proving defective in the course of melting and cast		
स्वत्ना मिक्कार के व्यापनीय इस प्रसेष ने दी गाँ है तथा करत हैंगे हुने कि महाने की सम्मीत है एता । प्रत्य एव	क्षत्र के किसी भी नरह हातीय, हो कि दहाई के दिन व हान्सिक्षणक हो न किन्द्र आह	rejected, not withstanding any previous certification of satisfactory testing ins undertake to replace the materials free of charge without any delay and arra material as own cost.		
पिनीय की सम्बद्धि है	हित व हानिक	15.0 Cross Referred Standard: IS: 1409		
स्वत्द्राधिकार <b>एव</b> गापनीय समस्य हो हमेंद्रिकल को सम्ब	Sa espit &			
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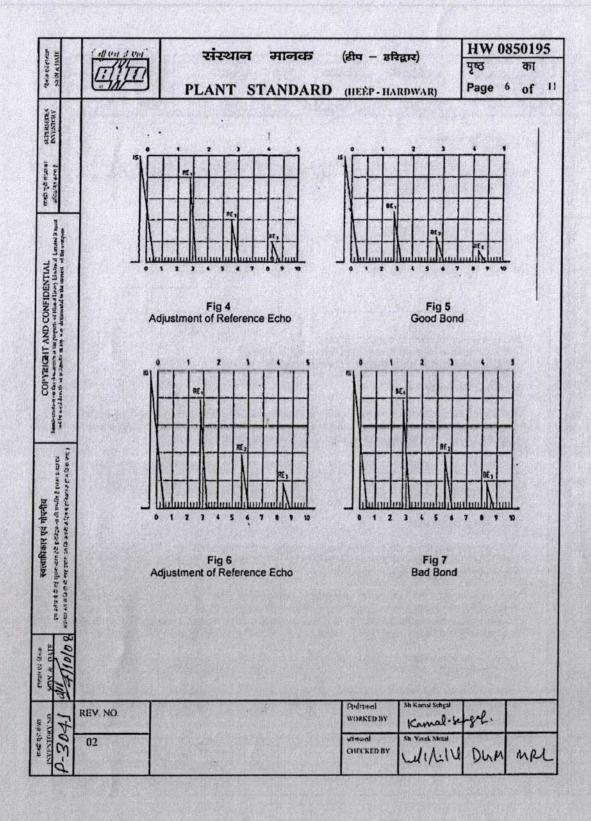
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0	6.2	Test Equipmen					
	6.2.1	Setting Sensitive				5 5 7 7 7	
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-	6.3	Execution of Te				-	
2 1	6.4	Assessment of				-	
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E 1 7		Annexure – II				10	
2 2 2		Annexure - III				11	
स्वत्याचिकार पूर्व गामिनोत । शा मध्य ने की कुण भाव हो होविहरू न ना मध्य हो होश मध्य हर स्वत्या सर से जिसे थे तत वर्षा मध्य मिले कर्या ने किन सर्वेशान हो ने किय मध							
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A STRESHES	rebabbited)	radial sliding be	able for non destri						
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स्वत्याधिकार पूर्व गोपनीय सम्मन्द्र के दर्द मुख्याका देह एक्ट्रेड्स्कल के ल्यांट है एक्ट्राइस एं ज्ञास का संस्था महत्त्र मादे कर्द के स्वतंत्र के स्वतंत्र के स्वतंत्र महत्त्र प्रमाणका	c) Ultrason 1.2 After final areas shall 1.3 After addit bearing) dy 4. Surface The test are scanning surface the inter-	machining: Dye libe done.  tional final machine penetrant testing  Condition  as must be free of the free for ultrason expretation of indicators as 40µm for re-	pearing bore in case opening surface and penetrant testing a ming: If final maching must be repeated of grease and other ic testing shall not be cations.	B pads, d end faces of d ultrasonic to ining is complete. er contaminate the unduranted arings and be	f seal rings. esting of the pleted after d ints which impletions and	elivery (i.e.	est. The		
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ming the mast strategy of the	5.1 Test Par The DP tes using visible The penetra	enetration Testing rameters sting shall be conducted e dye penetrant. The per ation time shall be between	in accordance netrant, cleaner en 10-60 minut	with co	eloper should	cation AA match ea	A0850	0131 ther.
The measurement has developed in the case of the case	There are no indications of	etation of results commence after at least 10 min the test certificate.  The test certificate and the different test classes of the different test classes o	Acceptance C	criteria e peneta e classif	ne. The obser	e various n Fig .1	type	be
AN 10/0 g series and after the city of the control of the Action of the	a) No circular b) No linear in Linear mar faces of mu ultrasonic ac c) No linearly d) No more th mm². The s 250 mm. Th the total sur Clause a) to c	indications with a >4mn dication. (As defined in fiks between the bearing litilayer plain bearing is occeptance criteria shall be aligned indications. (as dian four indications, without ace tested may be see defective area considerace under examination.  It is applicable for DP tests is applicable for DP tests in the defective area considerace under examination.	n. (As defined in Fig. 1 – b) backing/bearingly relevant if fig. applicable. lefined in Fig. 1 a maximum to a	ng mate found by -c) otal area ngular, w tion shall	rial on the en ultrasonic test a of 16mm² in rith a maximur I be the worst	area of n side ler affected a	10,00	se 00
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	ंगाएग ई (१९११)   संस्थान मानक (द्वीप - हरिद्वार)					HW 0850195				
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	Directly after drying of the developer, observe whether individual indications of size greater than 1.5mm are seen. If so, there must be evaluated as per clause 5.2 a-(d).  If the indications are smaller than 1.5 mm, they may be classified as micro porosity, they could lie very close together so that at end of the developing period the whole surface becomes red and distinction of individual defects is no longer possible.									
ends et inditectif sy ens t en d'Assacida bedansiace (d'ils compour	If this happens the test surface must be cleaned and examined for visible pores.  If no pores are visible without the aid of a magnifying glass then they can be classified as micro porosity.  Pores up to a size of 1.0mm visible to the naked eye, are acceptable, if they appear isolated with no linear character with a gap of s 2 mm from each other. A maximum of four indications in an area of 10,000 mm² are acceptable in the worst affected area of the total surface under examination.  The feasibility of UT must not be affected by micro porosity. This means bond echoes must be visible in areas with micro porosity.  In addition the areas with micro porosity must not exceed 30% of each bearing half and must not show any UT related bonding defects.									
ייייייייייייייייייייייייייייייייייייי	6.1 Test Equipment and Probes  6.1.1 Ultrasonic test device: For testing, the ultrasonic equipment shall be such that it conforms to the requirements of corporate standard AA 0850159.  6.1.2 Probes: The size, frequency and type of probe shall be chosen in relation to the thickness of the bearing layer, backing thickness and backing material. (Ref. Table 1)  For babbit thickness greater than 6 mm, a probe of frequency 2 MHz shall be used. If the bearing diameter is less than or equal to 600 mm, the probe used must have a									
residence of the second	diameter less than or equal to 10 mm.  Table 1									
And or and	Bearing meta thickness (mm)	al Backing thickness (steel) (mm)	Probe diamete (mm)	er frequency		Probe type		1		
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8 4	(बीएव ई एक) संस्थान मानक (हीप - हरिहार)	HW	HW 0850195			
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2 8	PLANT STANDARD (HEEP-HARDWAR)	Page	5 01	1		
menting surensides regist investory	6.2 Setting Sensitivity  The distance calibration and sensitivity setting is to be carried out by Fig 2 & 3. These blocks must be of the same material and have the shabbit layer being tested and be free from defects	test block as ame thickne	s shown ss¹ as tl	in ne		
ONFIDENTIAL Black than the second teached it man	3-13.		10			
COPYRIGHT AND CONFIDENTIAL The prices are not at the groper of Black How Universe of twind damping or maken the new now determined to the series of	Fig 2  **IDImensional tolerances for test blocks: -25 % for bearing metal thickness less than/equal to 3 mm. +/- 20% for bearing metal thickness greater than 3 mm.  6.2.1 Equipment Setting  The testing is done without using job back wall echo but using a test range of the instrument shall be so adjusted so that at least three mul (RE) are obtained from a suitable reference block, on the screen.	block. The				
The second and substitutes and the substitutes are substituted as the substitute a	The first back wall echo (RE) from the test block is set to 80 % of the to 7 show the echo patterns for good & bad bond while using a sin scanning the curved surfaces the sensitivity is to be increased by 6 deplain surface of the reference piece and curvature of the bearing).  6.2.2 Recording Level  The recordable level is 50% of the screen height of the first bond indication exceeds 50% of the screen height by 5-10% and does not then this does not have to be recorded.  For Seal Rings, the extent of recordable indications shall be circumferential direction of the seal ring by moving the probe in the	gle crystal p  (Difference  echo. Howe  t have any  determined  area within	ver. If a multiple:	n s, n		
SCHARGE STREET	bonding echo exceeds 50 % of full screen height. The distan- circumferential direction shall be designated as the recording length an					
Malfolo8 sees er of		d shall be re the probe dia probe diame	corded. ameter. eter. shall b	•		
100	Indications with extent are those indications, length of which exceed Point Indications are those indications, length of which are less than For indications with extent, the distance measured in the circumfer recorded as the defect length. For point defects, half of probe diamed defect length.	d shall be re the probe dia probe diame	corded. ameter. eter. shall b taken a	•		

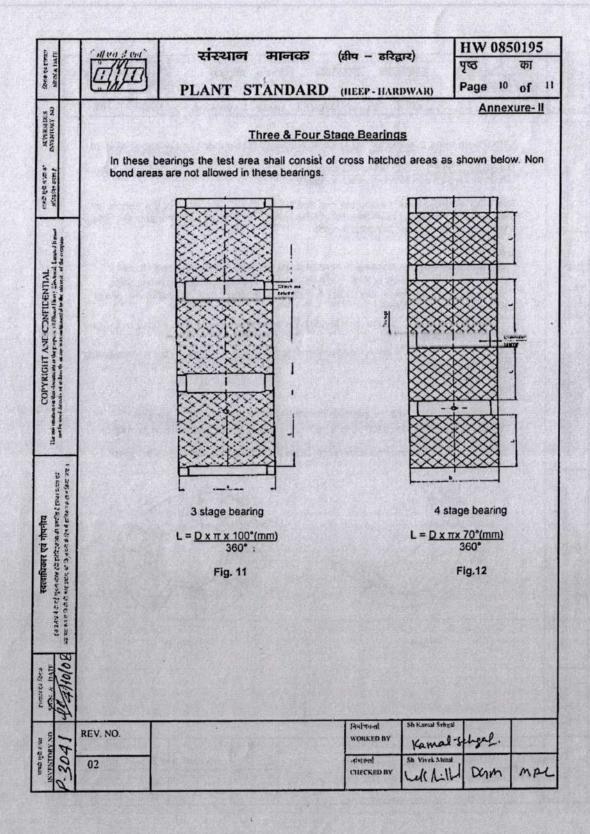


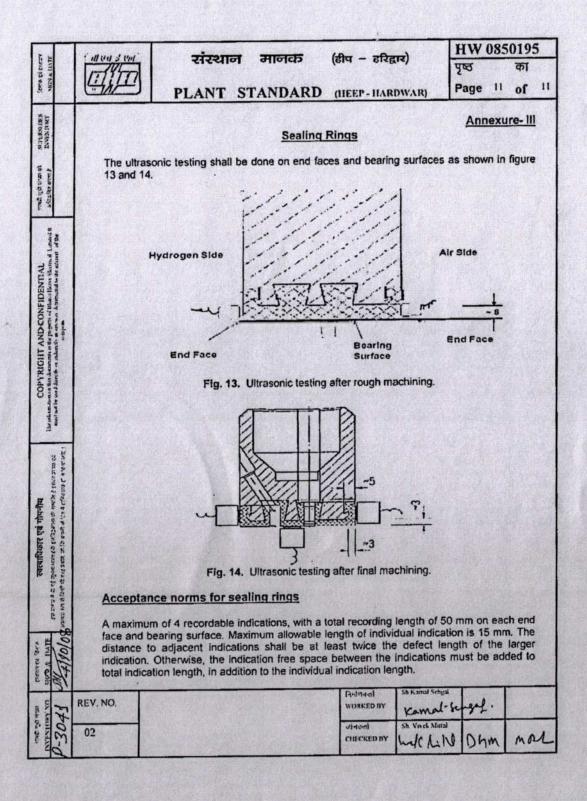
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SKESSICS ACTORNATION ON TRAINING SECTION TO SECTION OF	20% of sur In the tran possible b	onic testing is do ccessive scannin sitional area bet ecause of attend e indications are	one on the bearing many tracks to ensure 1 ween groove and lar lant pulse distortion.	00% coveraged as well as	ge of the babbi at oil ducts, t	ted surfac	e. ay not be	•
1.		nent of Test Re						
Destination of the control of the co	total sur b) The acc halves. Two stage annexure I. c) Accepti 6.5 Documer The results 76 & QC-11	face. ceptence criteria plain sleeve Three/four stag ance criteria for s ntation of dye penetran 19 respectively. e indications are	the sum total of the differ between bear and modified cylinde bearings are to be sealing ring shall be a sealing ring shall be a found in UT or una	ring types a drical bearing assessed as as per annex Test shall to cceptable in	and also betwings shall be per Annexure aure –III.	assessed	as per	
- E	exact positi dimensione	on & extent of d sketch.	the indications must tions are exceeded d who shall decide p	be recorde	ed in the repo	rt using a	proper	
en salua de se menione de présimo de medice pour con que exemple en al terme partie en se des en se productiva en la éco de feral en la éco de se de s	department	erred Standard	is ) AA0850159					
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י אוניים איני אל אוני אוני אלי אוני אוני אוני אוני אוני אוני אוני אונ	For 2 stage	Fig.8  = Bearing width (mm) = Width of area with non bonding in test area 2(mm) = Length of area with non bonding in test area 2(mm) = Bearing diameter (mm) $L = \frac{D \times \pi \times \alpha}{360^{\circ}} \text{ (mm)}$ = and plain sleeve (\alpha = 45^{\circ}) apply $L = 0.393 \times D \text{ (mm)}$ = d cylindrical bearing (\alpha = 30^{\circ}) apply	
F110/08		L = 0,262 X D (mm)	
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PRICE BID FORMAT FOR CENTRIFUGAL CASTING MACHINE- FOREIGN BIDDERS								
		MODEL & OFFER REF NO-			ANNEXURE-F			
S.No.	Description	Remarks	Unit		Cost			
1	Machine /Equipment along with units & Accessories	To be quoted by bidder	FE					
2	Any other miscellaneous cost considered	To be quoted by bidder	FE					
3	Packing & Forwarding	To be quoted by bidder	FE					
4	Total Ex-works cost	To be quoted by bidder		4=(1+2+3)				
5	FOB cost in Foreign Exchange	To be quoted by bidder	FE	5=4				
6	Freight & Insurance	To be quoted by bidder	FE					
7	CIF	To be quoted by bidder	FE	7=5+6				
8	FE Rupee parity Date ( TTSELL rate)	To be quoted by the bidder however Exchange rate shall be used as per NIT T&C	INR/FE	FE Rate				
9	CIF in Indian Rupees - Total assesable	To be quoted by bidder	FE	9=7x8				
10	Basic Custom Duty	7.50%	%	10=7.5 % of 9				
11	Customs AIDC	7.50%	%	11=7.5 % of 10				
12	Social welfare charge	10.00%	%	12= 10 % of (10+11)				
13	IGST	18.00%	%	13=18 % of (9+10+11+12)				
14	Any other cess	To be quoted by bidder	INR	14				
15	Total duty	Calculated	INR	15=10+11+12+13+14				
16	Total landed cost in India	Calculated	INR	16=15+9				
17	Inland Freight, Insurance & Incidentals	2 % of FOB in INR or as per BHELVaranasi rate contract from transport, which ever is higher.	INR	17				
18	Landed Cost for supply at HERP Stores (14+15)	Calculated	INR	18=16+17				
19	Start up Assistance /Erection & Commissioning / Job Proving charges payable to Supplier (in Foreign Exchange)	To be quoted by bidder	FE	19				
20	Remote Assistance package for 6 month in Foreign Exchange	To be quoted by bidder	FE	20				
21	Any other Service Charges	To be quoted by bidder	FE	21				
22	Total Erection Cost in FE	Calculated	FE	22=20+21+19				
23	Total Erection Cost in Rs.		INR	23=8 x22				
24	IGST @ 18% on E&C charges/Job Proving charges @ 18 % of (17+18+19) under RCM	18%	%	24=18 % of 23				
25	Other tax (if any) @ %	To be quoted by bidder	%	25				
26	Total Erection & Commissioning Cost in Rs.	Calculated	INR	26=23+24+25				
27	Total Supply & Erection & Commissioning Cost without ITC in Rs.	Calculated	INR	27=18+26				
28	Total cost considering ITC benefit, if applicable	L1 to be decided on this value	INR	28=27-13-24				
29	FE Content (in Rs.)	Calculated	INR	29=8x (7+22)				

•	FC	RMAT FOR PRICE INDIAN BI	DDERS		•
					ANNEXURE-G
S.No.	Description	Remarks	Unit		Cost
1	Machine /Equipment along with units & Accessories	To be quoted by bidder	INR		
2	Any other miscellaneous cost considered	To be quoted by bidder	INR		
3	Packing & Forwarding	To be quoted by bidder	INR		
4	Total Ex-works cost	Calculated	INR	4=(1+2+3)	
5	Freight & Insurance	To be quoted by bidder	INR		
6	GST	18%	%	6= 18% of (5+4)	
7	Landed Cost for supply at HERP Stores	Calculated	INR	7=4+5+6	
8	Start up Assistance /Erection & Commissioning / Job Proving charges payable to Supplier	To be quoted by bidder	INR	8	
9	Remote Assistance package for 6 month	To be quoted by bidder	INR	9	
10	Any other Service Charges	To be quoted by bidder	INR	10	
11	Total Erection Cost in Rs.	Calculated	INR	11=8+9+10	
12	IGST @ 18% on E&C charges/Job Proving charges @ 18 % of (17+18+19)	18%	%	12=18 % of 11	
13	Other tax (if any) @ %	To be quoted by bidder	%	13	
14	Total Erection & Commissioning Cost in Rs. including GST	This value should not be less than     20% of value at Row (7)	INR	14=11+12+13	
15	Total Supply & Erection & Commissioning Cost without ITC in Rs.	Calculated	INR	15=14+7	
16	Total cost considering ITC benefit, if applicable	L1 to be decided on this value	INR	16=15-6-12	

### **DETAILS OF COMPANY PERFORMANCE**

### A. Capacity Details:

Manufacturing Capacity (Major machines with Qty.)	Type of Major Machines	Qty.
Machines supplied during last 5 years (Year-wise with Qty.)	Scheduled Supply Period	Actual Supply Period
Outstanding Order Book position (Type of Machine with Qty. & name of customers*)		
Liquidation Plan of all machines including BHEL machines under consideration for ordering		

<sup>\*</sup> If any bidder is unable to give name of ALL the customer(s) due to confidentiality restrictions, they may give details without disclosing such customer's identity.

### B. Performance of supplies to BHEL:

Details of POs to be considered in last 5 years shall include (i) Last 5 POs fully executed and (ii) all POs overdue for supply and/or E&C. Details of all machines in the POs to be given.

	Name				Supp	ly Date	Erect Commis		Reason of
SI. No.	of M/c with broad specs.	Nam e of BHEL Unit	P.O. No. & Date	P.O. Value	As per P.O.	Actual/ Likely	E&C period incl. job prove out as agreed (in days)	Actual / Likely period of E&C completion (in days)	al / delay, ely if any d of C etion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.								· · · · · · · · · · · · · · · · · · ·	
2.		_							······································
3.						······································			
4.									

- Note: 1. In case bidder has not received any Purchase Order in the last 5 years from any of the Units of BHEL, then 'NIL' should be indicated.
  - 2. Reasons for delay to be explained in details.
  - 3. BHEL reserves the right to reject the offer, if past performance of the bidder is evaluated to be unsatisfactory and/or false information is given by the bidder.

## BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:
Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited 1 (hereinafter referred to as the 'Employer' which
expression shall unless repugnant to the context or meaning thereof, include its successors and permitted
assigns) incorporated under the Companies Act, 1956 and having its registered office a
through its Unit at(name of the Unit) having awarded to (Name
of the Vendor / Contractor / Supplier) having its registered office at2 hereinafter referred to as the
'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its
successors and permitted assigns), a contract Ref Nodated
valued at Rs4 ( Rupees)/FC(in words) for
Contract Performance Guarantee, equivalent to% ( Percent) of the said value of the Contract to the
Employer for the faithful performance of the Contract,
we,, (hereinafter referred to as the Bank), having registered/Head office at
We undertake to pay to the Employer
We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or presenting any dispute or disputes raised
by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our

liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.
We
The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.
This Guarantee shall remain in force upto and including
Unless a demand or claim under this guarantee is made on us in writing on or before the <sup>7</sup> we shall be discharged from all liabilities under this guarantee thereafter.
We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:
a) The liability of the Bank under this Guarantee shall not exceed
b) This Guarantee shall be valid up to <sup>9</sup>
c) Unless the Bank is served a written claim or demand on or before <sup>10</sup> all rights under
this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under
this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, Bank, have power to issue this Guarantee und authorized person has full powers to sign this Guarantee on behalf of the	er law and the undersigned as a duly e Bank.
	For and on behalf of (Name of the Bank)
Dated	
Place of Issue	
<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited	

#### Note:

- 1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
- 2. In Case of Bank Guarantees submitted by Foreign Vendors
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
  - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
  - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
  - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
  - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

<sup>&</sup>lt;sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

PROJECT/SUPPLY DETAILS

<sup>&</sup>lt;sup>5</sup>BG AMOUNT IN FIGURES AND WORDS

<sup>&</sup>lt;sup>6</sup> VALIDITY DATE

<sup>&</sup>lt;sup>7</sup>DATE OF EXPIRY OF CLAIM PERIOD

<sup>8</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>9</sup> VALIDITY DATE

<sup>10</sup> DATE OF EXPIRY OF CLAIM PERIOD

# BANK GUARANTEE FOR RELEASE OF AMOUNTS WITHHED/LIQUIDATED DAMAGES AMOUNT

Bank	Guarantee	No
	D	ate:

То

NAME

# & ADDRESSES OF THE BENEFICIARY

Dear Sirs,
In consideration of the <u>Bharat Heavy Electricals Limited</u> <sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at
through its Unit at(name of the Unit) having awarded to ( Name of
the Vendor / Contractor / Supplier) incorporated under the
Nodated
)/FC(in words) for⁴(hereinafter called the 'Contract')
The Contractor as per Contract should have completed the work/ supplies under the contract by
We,
Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for thereunder and the contractors/supplier shall have no claim against us for making such payment.	or payment
We thebank further agree that the guarantee herein contained shall remain in ful effect during the period that would be taken for the performance of the said Contract and that it shat to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been and its claims satisfied or discharged.	all continue
We	terms and om time to er against to the said sion being apployer or thatsoever gainst the hstanding
This Guarantee shall remain in force upto and including	hange of
Unless a demand or claim under this guarantee is made on us in writingon or bef	ore the
We, BANK lastly undertake not to revoke this guarantee during its currency except previous consent of the Employer in writing.	with the
Notwithstanding anything to the contrary contained hereinabove:  a) The liability of the Bank under this Guarantee shall not exceed	

c) Unless the Bank is served a written claim or demand on or before
For and on behalf of
Dated(Name of the Bank)
Place of Issue
<sup>1</sup> NAME AND ADDRESS OF THE EMPLOYER I.e Bharat Heavy Electricals Limited.
<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
⁴ PROJECT/SUPPLY DETAILS
<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS
<sup>6</sup> VALIDITY DATE
DATE OF EXPIRY OF CLAIM PERIOD
BG AMOUNT IN FIGURES AND WORDS.
VALIDITY DATE
ODATE OF EXPIRY OF CLAIM PERIOD

- Note:

  1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
  - 2. In Case of Bank Guarantees submitted by Foreign Vendors-
    - From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in a. India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
- b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
- b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

# E.F.T. Form (TO BE RETURNED TO THE COMPANY)

# REF: AUTHORISATION OF ALL PAYMENTS THROUGH ELECTRONIC FUND TRANSFER SYSTEM TO BHEL-HERP, VARANASI

### (TO BE FILLED IN CAPITAL LETTERS)

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Page 2 of 2

OFFICIAL STAMP

### PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression

shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns)
incorporated under the Companies Act, 1956 and having its registered office at1
through its Unit at $\check{u}$ $\check$
<u>Contractor / Vendors)</u> with its registered office at2 (hereinafter called the said `Contractor_which term
includes vendors), from demand under the terms and conditions of the Contract reference
No dated $^3$ valued at Rsǔ ǔ ǔ ǔ $^4$ ( Rupees) $^4$
(hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the
terms and conditions contained in the said Contract, on production of a Bank Guarantee for
Rs <sup>5</sup> (Rupeesonly),
we(indicate the name and address of the Bank) having its Head Office at(address of the
head Office) (hereinafter referred to as the Bank), , at the request of
[Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake
to forthwith and immediately pay to the Employer, , an amount not exceeding Rs without any
demur, immediately on demand from the Employer and without any reservation, protest, and recourse and
without the Employer needing to prove or demonstrate reasons for its such demand
Assessed assessed as all as the best school by a construction as a constant as a constant as and a constant by the Bank.
Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank
under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding
Rs
We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised
by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other
authority, our liability under this present being absolute and unequivocal.
The payment so made by us under this guarantee shall be a valid discharge of our liability for payment
hereunder and the Contractor(s) shall have no claim against us for making such payment.
We, further agree that the guarantee herein contained shall remain in full force and effect during the period that
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would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the
would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the
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dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by
dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever

is made on u	us in writing on or before the		_ <sup>7</sup> , we sha	all be discharged from all the liability
under this gu	arantee thereafter.			
fullest liberty the terms and time to time against the s Contract and granted to th indulgence by	dicate the name of the Bank)  further without our consent and without affecting disconditions of the said Contract or to early or to postpone for any time or from time said contractor(s) and to forbear or enforce we shall not be relieved from our liabilities asid contractor(s) or for any forbears by the Employer to the said contractor(s) or sureties would but for this provision have	ng in any ma extend time are to time are orce any of ity by any re ance, act or or by any su	anner our of perform ny of the the terms eason of a omission uch matter	r obligations hereunder to vary any of mance by the said contractor(s) from powers exercisable by the Employer s and conditions relating to the said any such variation or extension being on the part of the Employer or any r or thing whatsoever which under the
as a principa	to agrees that the Employer at its option sal debtor, in the first instance without properties that the Employer may have	roceeding a	gainst the	Contractor and notwithstanding any
constitution o	tee shall not be determined or affecte or insolvency of the Contractor but shall in tof all money payable to the Employer in the constitution of the Bank or the Co	n all respect n terms ther	s and for	all purposes be binding and operative
previous cons Notwithstand	ŭ ŭ . BANK lastly undertake not to re sent of the Employer in writing. ing anything to the contrary contained he iability of the Bank under this Guarantee	ereinabove:		
b) This	Guarantee shall be valid up to ǔ ǔ ǔ ǔ	йй <sup>6</sup>		
guara	ss the Bank is served a written claim or cantee shall be forfeited and the Bank shantee irrespective of whether or not the o	all be relieve	ed and di	scharged from all liabilities under this
	Bank, have power to issue the erson has full powers to sign this Guarant			•
	I	Date		Day of
		for <u>(inc</u>	dicate the	name of the Bank)
		(Signature	of Authori	ised signatory)

- <sup>1</sup> ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited
- <sup>2</sup> ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
- 3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- <sup>4</sup> CONTRACT VALUE
- <sup>5</sup> BG AMOUNT IN FIGURES AND WORDS
- <sup>6</sup> VALIDITY DATE
- <sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

#### Note:

- 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
- 3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
- 4. In Case of Bank Guarantees submitted by Foreign Vendors
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
    - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
    - **b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

	List of Consortium Banks ( As on 22.02.2017)							
	Nationalised Banks		Nationalised Banks					
1	Allahabad bank	19	Vijaya Bank					
2	Andhra bank		Public Sector Banks					
3	Bank of Baroda	20	IDBI					
4	Canara Bank		Foreign banks					
5	Corporation bank	21	CITI Bank N.A					
6	Central bank	22	Deutsche Bank AG					
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited					
8	Indian Oversea Bank	24	Standard Chartered Bank					
9	Oriental bank of Commerce	25	J P Morgan					
10	Punjab National Bank							
11	Punjab & Sindh Bank		Private banks					
12	State Bank of India	26	Axis Bank					
13	State Bank of Hyderabad	27	The Federal Bank Limited					
14	Syndicate Bank	28	HDFC					
15	State Bank of Travancore	29	Kotak Mahindra Bank					
16	UCO Bank	30	ICICI					
17	Union Bank of India	31	Indusind Bank					
18	United Bank of India	32	Yes Bank					

# Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary

   Public/Original certificate of the Principal-confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 Disclosure of particulars of agents/ representatives in India, if any.
- 2.1 Tenderers of <u>Foreign nationality</u> shall furnish the following details in their offers:
  - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of <u>Indian Nationality</u> shall furnish the following details in their offers:
  - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
  - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
  - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning-business dealings with BHEL or damage or payment of a named sum.

### **Annexure-III**

### **IMPORTANT FOR FOREIGN VENDORS:**

- a) BHEL shall deal directly with foreign vendors, wherever required, for procurement of equipment/machine/goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines – which require mandatory submission of an Agency Agreement.
- b) It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- c) The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- d) Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- e) Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- f) In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall directly with the foreign principal only for all correspondence and business puposes.
- g) The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at Annexure
   "A" shall apply in all such cases.
- h) The supply and execution of the Purchase Order (including indigenous supplies/service) shall be in the scope of the OEM/foreign principal. The OEM/foreign principal should submit their offer inclusive of all indigenous supplies/services and evaluation will be based on 'total cost to BHEL'. In case OEM/foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian supplier(s)/agent on their behalf, the credentials/capacity/capability of the Indian supplier(s)/agent to make the supplies/services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure "B" (enclosed). It will be the responsibility of the OEM/foreign principal to get acquainted with the evaluation requirements of Indian supplier/agent as per SERAP available on www.bhel.com.
- i) The responsibility for successful execution of the contract (including indigenous supplies/services) lies with the OEM/foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/foreign principal.

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

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

SEARP	Detaîl
(SRF)	••••••••••••••••••••••••••••••••••••••
Clause No	
	Name & address of the firm
1.0	Products/ Systems / Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
3.2	Nature of Business
	Attach authorization letter and agency agreement from Principal
	( from whom capital equipment is procured)
	Taking Dringing for total
	Attach copy of declaration from Foreign Principal for total
	guarantee/ warranty of indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registration particulars
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
5.0	Organisational strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
9.0	Financial information (as formation the date of incorporation
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation
	whichever is less )