



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 281478

Tender No.: F/T237/2020/3680/W1

Due Date: 04.03.2021

SUB: BHEL-HEEP/OPEN-TENDER (Titanium Clad Plate)

The Heavy Electrical Equipment Plant (HEEP) located in Haridwar, is one of the major manufacturing plants of BHEL. The core business of HEEP includes design and manufacture of large steam and turbo generators, condenser and so on.

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 16.09.2020 issued by DPIIT (**Annexure- XII**) will be applicable. 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.

Only 'Class- I local supplier' and 'Class- II local supplier', as defined under the order 2017 dated: 16.09.2020 (**Annexure- XII**) shall be eligible to bid in this procurement and must submit self-certification for local content (**Annexure- X**).

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

Sl.	Description	Quantity (NO)	Pre-Qualification Requirements
1	W97716018450 TITANIUM CLAD PLATE 14MM THK FOR POWER PLANT CHIMNEY FLUE LINER AS PER SPECIFICATION HE57071(BASE PLATE THICKNESS 12MM, CLAD METAL SHEET THICKNESS 2MM) SIZE: 14X2250X7784 DIM.: TKXWXL	92	As per Annexures
2	W97716018370 TITANIUM CLAD PLATE 10MM THK FOR POWER PLANT CHIMNEY FLUE LINER AS PER SPECIFICATION HE57071(BASE PLATE THICKNESS 8MM, CLAD METAL SHEET THICKNESS 2MM) SIZE: 10X240X6859 DIM.: TKXWXL	10	

The Techno-Commercial offers received will be evaluated by BHEL & successful short listed parties will be asked to supply the item as per tender document. Vendors shall confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our specifications are liable to be ignored.

The tender documents can be downloaded from <https://eprocurebhel.co.in/nicgep/app>, www.hwr.bhel.com and www.bhel.com portals.



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Important Date & Time:

- Enquiry Issue Date: 10.02.2021
- Last Date of Tender Documents Download: 03.03.2021 (11:45 PM)
- Last Date of Tender Document Submission: 04.03.2021 (before 1:45 PM)
- Tender Opening Date: 04.03.2021 (2:00 PM)

Tenders received up to 01:45 PM on 04.03.2021 will be considered and opened on the same day at 2:00 PM on <https://eprocurebhel.co.in/nicgep/app>. BHEL will not be responsible for any type of delay.

Only those vendors who fulfill the Minimum Qualifying Requirements (**as per Annexure-I**) will be considered for further technical evaluation.

Earnest Money Deposit (EMD):

Intending vendors must submit the requisite EMD Rs. 2,00,000/- (Rupees Two Lacs Only) for indigenous vendors in the form of pay order or bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after downloading from this web site.

Details of BHEL account as per following-

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

EMD is waived off for-

- Central/ State – PSUs/ Government departments
- As per government guidelines, MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits).

Kindly read "**Essential Instructions to Bidders**". Quotation not in accordance with the instructions are liable to be disqualified and ignored.



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ESSENTIAL INSTRUCTIONS TO BIDDERS

1. Vendors must fill up **Annexure- I** in confirmation to Pre- Qualification Requirements and quality requirements.
2. BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).
3. The tenders shall be submitted in two parts
 - i. Part I - Techno -Commercial Bid & Pre-Qualification Requirement, EMD
 - ii. Part II - Price Bid
4. The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored. In Case the quotation is submitted through agent, the quotation must accompany original authorization letter and following to be followed-
 - a) Either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both.
 - b) In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
 - c) The agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.
5. The authorization letter from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. In case order is to be placed and executed by the agent, the following aspects are to be ensured-
 - a) The manufacturer should meet the PQR requirements as defined in the tender.
 - b) In order to establish capability of agent to execute the order, the agent should have annual turnover of at least equal to the estimated value of the goods required under the subject tender during one Financial Year and Net worth of the bidder (agent) should be positive.
 - c) Manufacturer and bidder should Jointly confirm Guarantee for the Quality of product and timely delivery as stipulated in NIT (Submit Annexure-XI with offer).
6. Documents submitted with the offer/bid by the bidder shall be signed and stamped in each page by authorized representative of the bidder.
7. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
8. Part-I containing Techno-Commercial bid, Pre-Qualification Requirement & EMD (if applicable)/ valid documentary proof in case EMD waiver is applicable, will be opened on the date and time specified in the tender notice.
9. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
10. **Evaluation of Bid:** - The bid shall be evaluated
 - a) Cost to BHEL basis. (Basic Cost + Inspection + Transportation + Any other taxes etc.)
 - b) The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, shall be communicated to the vendor.



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11. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
12. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.
13. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
14. Total weight--/Gross/Net in Kg & also package size essentially should be indicated if not exact then approximate.
15. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.

Note: Please visit our site <https://hwr.bhel.com> for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders / vendors must ensure compliance of latest GISTC. GISTC are available in following link <https://hwr.bhel.com/bhelweb/Gistc.jsp>.

In case you are not making an offer against this enquiry, then please arrange to send a letter of regret.



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DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID, PQR & EMD)
AND
PART-II (PRICE BID)

PART-I (TECHNO-COMMERCIAL BID, PQR & EMD) shall comprise of following documents:

- a) Confirmation to Minimum Qualification Requirement and Quality Requirement as per **Annexure-I & III**.
- b) Complete technical offer as per specification & technical requirement along with un-priced bid.
- c) Delivery schedule.
- d) Validity of offer to be indicated (offer validity shall not be less than 90 days).
- e) **Annexure- VII** - Compliance sheet for technical/commercial terms and conditions for two-part tender.
- f) Deviation with reference to specification if any, should be clearly indicated on a separate sheet.
- g) Details of activity outsourced.
- h) Confirm to send two ink-signed copies of filled in integrity pact along with your offer in the enclosed format of integrity pact as per Annexure- XIV.

PART -II (Price Bid)

- a) Price bid with prices to be submitted as part-II of the tender.
- b) Prices should remain firm till the execution of the order.
- c) Prices may be quoted on FOR- Destination- Store-HEEP-BHEL basis.
- d) Insurance shall be taken care by BHEL.
- e) Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.
- f) Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies.



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ANNEXURE-I

Pre-Qualification Requirement

Following is the mandatory requirement. Offer of Vendors not meeting these requirements will not be considered.

1) Technical Requirements-

Sl. No.	Technical Requirement	Vendor's confirmation (Y/N)
1	a) Bidder/Vendor i.e. Qualified Equipment Manufacturer (QEM) should have successfully manufactured and supplied Titanium Cladded Carbon Steel Plates by Hot Rolling/ Explosion Bonding/ Combination of Explosion Bonding and Hot Rolling (Bang and Roll) process of minimum 1000 mm width for orders fulfilling the following conditions: i. Minimum 100 m² surface area in not more than 5 purchase order in one financial year. ii. Purchase Order (PO) date for each order should be within 7 years from the date of enquiry. iii. The Titanium Cladded Carbon Steel Plates to be supplied to BHEL in case of Placement of order in present case should be manufactured by the same process for which vendor has submitted experience at Sl. No. i) above. b) In support of above clause 1 (a), QEM to submit following documents: i. Un-priced copy of Purchase Order (s). ii. Certificate from Purchaser/End User as per Annexure-II for satisfactory acceptances of plates. In case number of POs in Cl. i) above are 2 or more then, Annexure-II for at least any 2 POs is to be submitted.	
2	Bid from representative of QEM is also acceptable. Agreement between QEM and its representative is to be furnished for such case. Agreement should clearly indicate contact details / e-mail address and phone no. of both QEM and its representative.	
3	In case PQR documents are in language other than English, the English translated copies of such documents, duly certified, should also be furnished.	

Signature with stamp

Name:

Name of Firm:

Designation:

Date:



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ANNEXURE-II

(To be furnished by purchaser/end user (as applicable) on its letter head)

(Note: If letter head is in language other than English then translation in English shall be written below header.)

Date :

This is to certify that M/s xxxx have Manufactured and supplied Carbon Steel Ti Clad Plates under Purchase Order No.xxxx dt xxx.

The above supplied Carbon Steel Ti Clad Plates have been manufactured by xxxx process and have been satisfactorily accepted by M/s xxxx.

Name of the issuing Organization:

Signature :

Name of the Signatory :

Designation :

Phone number :

E-mail address :

Place :

Seal & Stamp of the
Organization :



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ANNEXURE-III

Quality Requirements:

Sl. No.	Quality Requirement	Vendor's confirmation (Y/N)
1	Inspection by BHEL Third Party Inspection Agency BVIL as per BHEL approved QP.	
2	Bidder/Vendor to confirm, endorse and return back the QP No. QA/F/QP/034 Rev: 03 for BHEL approval.	



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ANNEXURE-IV

Quality Plan

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN					PROJECT						
BHEL	VENDOR'S NAME	ITEM	TITANIUM CLADDED CARBON STEEL PLATES		QP NO.	QA/F/QP/034 REV. - 03		PACKAGE						
		DRG. NO./ SIZE		AS PER PO				CONTRACT NO.						
		SPEC.		HE57071		Page 1 of 2		CONTRACTOR		BHEL				
		REV		AS PER P.O.										
		SUB-SYSTEM												
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY		REMARKS	
											M	C	N	
1	2	3		4	5	6	7	8	9	D	10		11	

1.	BASE MATERIAL (SINGLE PIECE WITHOUT JOINT)	REVIEW OF TCs FOR (i)DIMENSIONAL CHECK (ii)CHEMICAL COMPOSITION (iii)MECHANICAL PROPERTIES (iv)ULTRASONIC TESTING (v)HEAT TREATMENT	MAJOR	VISUAL CHEMICAL MECHANICAL UT HT DETAILS	100%	ASME SA-516 Gr.70.	ASME SA-516 Gr. 70	TC	√	P	V		
2.	CLAD MATERIAL	REVIEW OF TCs FOR (i)CHEMICAL COMPOSITION (ii)MECHANICAL PROPERTIES (iii)DIMENSIONAL CHECK	MAJOR	VISUAL CHEMICAL MECHANICAL	100%	ASTM B265 Gr.2	ASTM B265 Gr.2	TC	√	P	V		
3.	SEAM WELDING OF CLADDING METAL SHEET (NOT MORE THAN ONE JOINT IS ALLOWED)	SEAM WELDING	MAJOR	RADIOGRAPHY REVIEW OF WPS/PQR	100%	ASME SEC.VIII Div. 1, UW-51 ASME SEC.IX	ASME SEC.VIII Div. 1, UW-51 ASME SEC.IX	I.R.	√	P	V		
4.	BONDING	HOT ROLLING OR EXPLOSION BONDING OR EXPLOSION BONDING + HOT ROLLING (BANG & ROLL)	MAJOR	VISUAL	100%	VENDOR STANDARD	VENDOR STANDARD	I.R.		P	V		
5.	STRESS RELIEVING	STRESS RELIEF	MAJOR	TIME-TEMP CHART	100%	VENDOR STANDARD	VENDOR STANDARD	TC	√	P	V		
6.	FLATTENING	FLATNESS	MINOR	STRAIGHT EDGE	100%	HE57071	HE57071	I.R.	√	P	V		

		LEGEND:	REVIEWED BY	APPROVED BY
MANUFACTURER/SUB CONTRACTOR	CONTRACTOR	! D: √RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. !! M: MANUFACTURER / SUBCONTRACTORC: THIRD PARTY INSPECTION AGENCY (LRS/TUV/BV) FOR IMPORT AND BHEL NOMINATED INSPECTION AGENCY FOR INDIGENOUS N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF NTPC		

MANUFACTURER'S NAME AND ADDRESS			QUALITY PLAN					PROJECT					
BHEL	VENDOR'S NAME	ITEM	TITANIUM CLADDED CARBON STEEL PLATES		QP NO.	QA/F/QP/034 REV. - 03		PACKAGE					
		DRG. NO./ SIZE		AS PER PO				CONTRACT NO.					
		SPEC.		HE57071				CONTRACTOR		BHEL			
		REV		AS PER P.O.		Page 2 of 2							
		SUB-SYSTEM											
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS		AGENCY		REMARKS
										M	C	N	
1	2	3		4	5	6	7	8	9	D	10		11

7.	MACHINING	MACHINING TO FINAL DIMENSIONS		MAJOR	DIMENSIONAL	100%	BHEL PO AND STANDARD	BHEL PO AND STANDARD	I.R		P	V		
8.	TENSILE TEST	TENSILE TEST		MAJOR	MECHANICAL	100%	HE57071	HE57071	TC	√	P	W		
9.	DUCTILITY TEST	DUCTILITY BEND TEST		MAJOR	(i)CLADDING MATERIAL IN TENSION (ii)CLADDING MATERIAL IN COMPRESSION	100%	HE57071	HE57071	TC.	√	P	W		
10.	SHEAR STRENGTH TEST	SHEAR TEST		MAJOR	MECHANICAL	100%	HE57071	HE57071	TC.	√	P	W		
11.	BEND TEST (to be performed as an alternate to test at sl no 10)	THREE BEND TEST		MAJOR	CLADDER IN COMPRESSION	100%	HE57071	HE57071	TC.	√	P	W		
12.	ULTRASONIC TEST	UT		MAJOR	NDT	100% SCAN	HE57071	HE57071	TC	√	P	W		
13.	DIMENSIONAL INSPECTION	LENGTH, WIDTH, THICKNESS, FLATNESS		MAJOR	DIMENSIONAL	100%	HE57071 & BHEL PO	HE57071 & BHEL PO	TC	√	P	W		
14.	MARKING AND PACKING	VISUAL		MAJOR	VISUAL	100%	HE57071 & BHEL PO	HE57071 & BHEL PO	I.R.		P			

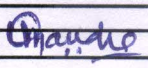
		LEGEND:	REVIEWED BY	APPROVED BY
MANUFACTURER/SUB CONTRACTOR	CONTRACTOR	! D: √RECORDS IDENTIFIED WITH ‘TICK’ SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. !! M: MANUFACTURER / SUBCONTRACTORC: THIRD PARTY INSPECTION AGENCY (LRS/TUV/BV) FOR IMPORT AND BHEL NOMINATED INSPECTION AGENCY FOR INDIGENOUS N: CUSTOMER INDICATE ‘P’ PERFORM ‘W’ WITNESS AND ‘V’ VERIFICATION		
		ALL ‘W’ INDICATED IN COLUMN ‘N’ SHALL BE ‘CHP’ OF NTPC		



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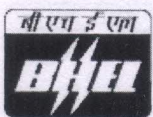
ANNEXURE-V

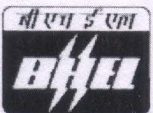
Specification

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		HE57071	
				पृष्ठ Page	का of
सामग्री सूची संख्या अधिबंदिता करता है		<u>TITANIUM CLADDED CARBON STEEL PLATES</u>			
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited It must not be used directly or indirectly in any way detrimental to the interest of the company	1. GENERAL : This specification governs the quality/specification of carbon steel plate clad with sheet of Titanium plate. Hereinafter, carbon steel plate shall be termed as Base Plate, Ti sheet shall be termed as Clad Sheet and carbon steel-Ti composite plate shall be termed as Clad Plate.				
	2. APPLICATION : For Chimney flue liners of RCC chimney/ ducts from FGD bypass to chimney/ tube plate for power plant condenser or as specified in the enquiry.				
	3. MATERIAL OF CONSTRUCTION: Material of base plate and clad sheet if not specified in enquiry shall be as per following: Base Plate: Carbon Steel as per SA 516, Gr. 70 with supplementary requirements S1, S5 and S8 Clad Sheet: Titanium as per ASTM B 265, Gr. 2				
	4. In the Clad Plate, there shall not be more than one number joint in clad sheet before cladding. There shall be no joint in base plate. Welding in clad sheet, if any, shall fulfill Cl. 5.1.4, 12.1 and 12.2 of ASTM B 898. Weld seam location and orientation shall be provided by manufacturer to BHEL before cladding for approval.				
	5. SIZES: The clad plates shall be supplied to the dimensions specified in enquiry. Enquiry shall state the following: Base plate thickness (Thickness specified in enquiry shall be taken as minimum) Clad sheet thickness (Thickness specified in enquiry shall be taken as minimum) Length and width of the clad plate				
दिनांक एवं हस्ताक्षर SIGN & DATE	नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE			
QAX	K. CHANDRA		अनुवादक TRANSLATED BY		
			निर्माणकर्ता WORKED BY	TARUN BANSAL	
			जांचकर्ता CHECKED BY	TARUN BANSAL	
सहमत विभाग AGREED DEPTT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	पर्यवेक्षणकर्ता SUPERVISED BY	SHIVA KANT	
			स्वीकृति APPROVED : NAVEEN PRAKASH, SDGM (HXE)	Gr. NO.	
REV.NO. 4	SUPERCEDES		निर्माण PREPARED : HXE	जारी ISSUED : TSX	दिनांक DATE : 02.01.18
Dt. 20.1.21					
CHANGE ADVICE NO.					

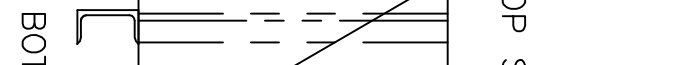
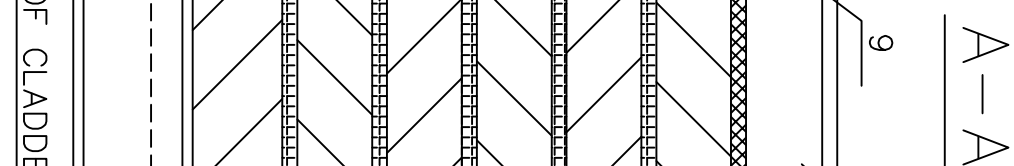
दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		HE57071 पृष्ठ का Page 2 of 6	
सामग्री सूची संख्या को अधिकृत	6. TOLERANCES: Tolerances on various dimensions shall be as follows:				
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	6.1 Tolerances on Clad Sheet Thickness : As per Cl. 10.1.1 of ASTM B 898.				
	6.2 Tolerances on Base Plate Thickness : As per Cl. 10.1.2 of ASTM B 898.				
	6.3 Tolerances on Flatness of Cladded Plate: As per Cl. 10.3.1.1 of ASTM B 898.				
	6.4 Tolerances on Length and width of Cladded Plate: As per Cl. 10.2 of ASTM B 898.				
स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गयी सूचना भारत हैवी इलेक्ट्रिकल्स की संपत्ति है। इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह से प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।	7. The method of bonding of clad sheet to base plate shall be Hot Rolling or Explosion bonding or combination of explosion bonding and hot rolling (Bang and roll).				
	8. Workmanship, Finish and Appearance: As per Cl. 13 of ASTM B 898.				
9. Test Specimen: Test specimen shall be selected and prepared as per Cl. 9 of ASTM B 898.					
दिनांक एवं हस्ताक्षर SIGN & DATE	REV.No. 04	SUPERCEDES	निर्माणकर्ता WORKED BY	TARUN BANSAL	SD/- TB
सामग्री सूची संख्या / INVENTORY NO.			जांचकर्ता CHECKED BY	TARUN BANSAL	SD/- TB

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		HE57071 पृष्ठ का Page 3 of 6												
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	10. Mechanical Properties: 10.1 Tensile: As per Cl. 7.5 of ASTM B 898. 10.2 Ductility: Ductility bend test of cladde plate shall be done as per supplementary requirement S2 of ASTM B 898. 10.3 Bond Shear Strength: Bond Shear Strength Test shall be done as per Cl. 7.6 of ASTM B 898.															
	11. Ultrasonic Testing: The cladde plate shall be examined ultrasonically as per supplementary requirement S7 of ASTM B 898 with acceptance level C. For the location of detonator in explosion bonded cladde plate, acceptance level A shall be applicable. 12. Heat Treatment: As per Cl. 5.2 of ASTM B 898. 13. Weld Rework: As per Cl. 12.3 of ASTM B 898. 14. Quality Assurance Requirement: The manufacturer shall conduct all the tests required in this specification to ensure that the cladde plates offered conform to this specification.															
	15. Check List: The supplier shall fill the enclosed check list as per enclosed format of Annexure-A and submit the same along with offer. 16. Documents to be furnished: Following documents shall be furnished along with the offer: 1. A process chart clearly indicating the sequence of manufacture. 2. Quality Plan.															
	<table border="1"> <tr> <td data-bbox="256 1850 412 1928">REV.No.</td> <td data-bbox="412 1850 850 1928">SUPERCEDES</td> <td data-bbox="850 1850 1101 1928">निर्माणकर्ता WORKED BY</td> <td data-bbox="1101 1850 1360 1928">TARUN BANSAL</td> <td data-bbox="1360 1850 1442 1928">SD/-</td> <td data-bbox="1442 1850 1511 1928">TP</td> </tr> <tr> <td data-bbox="256 1928 412 2085">04</td> <td data-bbox="412 1928 850 2085"></td> <td data-bbox="850 1928 1101 2085">जांचकर्ता CHECKED BY</td> <td data-bbox="1101 1928 1360 2085">TARUN BANSAL</td> <td data-bbox="1360 1928 1442 2085">SD/-</td> <td data-bbox="1442 1928 1511 2085">TP</td> </tr> </table>					REV.No.	SUPERCEDES	निर्माणकर्ता WORKED BY	TARUN BANSAL	SD/-	TP	04		जांचकर्ता CHECKED BY	TARUN BANSAL	SD/-
REV.No.	SUPERCEDES	निर्माणकर्ता WORKED BY	TARUN BANSAL	SD/-	TP											
04		जांचकर्ता CHECKED BY	TARUN BANSAL	SD/-	TP											
स्वत्वधिकार एवं गोपनीय इस प्रलेख में दी गयी सूचना भारत हैवी इलेक्ट्रीकल्स की संपत्ति है। इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह से प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।																
दिनांक एवं हस्ताक्षर SIGN & DATE																
सामग्री सूची संख्या / INVENTORY NO.																

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		HE57071		
				पृष्ठ	का	
सामग्री सूची संख्या को अधिकृत	Page 4 of 6					
17. Inspection at Supplier's works: BHEL's representative shall have free access at all times until work on contract of BHEL is being performed, to all parts of the manufacturers works. The supplier shall offer BHEL's representative all reasonable facilities without charge to satisfy the latter that the material is being furnished in accordance with this specification. 18. Test Certificates: Four copies of test certificates shall be supplied unless otherwise stated in the order. The test certificate shall bear the following information: 1. BHEL Reference: i. BHEL Order No. ii. HE57071 (Rev. No. XX) TITANIUM CLADDED CARBON STEEL PLATES iii. Application: 2. Suppliers's Reference: i. Supplier's name ii. Test Certificate No. iii. Quantity and weight iv. Identification marks v. Process of manufacture 19. Test Results: i. Material test certificates of base plate and clad sheet ii. Heat treatment Batch No. and details iii. Tensile Strength iv. Ductility Bend Test v. Bond Shear Strength vi. Ultrasonic test report vii. Dimensional report						
Copyright and Confidential The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company स्वत्वधिकार एवं गोपनीय इस प्रलेख में दी गयी सूचना भारत हेवी इलेक्ट्रिकल्स की संपत्ति है। इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह से प्रयोग, जो कि कंपनी के हित में होना चाहिए, हो न किया जाए।						
दिनांक एवं हस्ताक्षर SIGN & DATE	REV.No.	SUPERCEDES	निर्माणकर्ता WORKED BY	TARUN BANSAL	SD/-	
सामग्री सूची संख्या / INVENTORY NO.	04		जांचकर्ता CHECKED BY	TARUN BANSAL	SD/-	

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		HE57071 पृष्ठ का Page 5 of 6	
सामग्री सूची संख्या को अधिकृतित	20. Packing and Marking: The cladded plates shall be segregated by size and prepared for shipment in such a manner as to ensure acceptance by common carrier transportation. Packing should ensure protection from the normal hazards of transportation by sea. The cladded plates shall be dispatched in piles/stack. Weight of each stack/pile shall not exceed 12 metric tonnes. Titanium surface of each cladded plate in stack/pile shall be covered with polythene/rubber/any soft material sheet to avoid any damage to Titanium surface. Top most cladded plate of each pile/stack shall be finally completely covered with minimum 2 mm thick GI/any metal Sheet after covering its Titanium surface with polythene/rubber/any soft material sheet. Each stack of cladded plates shall be firmly enclosed in a frame to prevent relative movement of cladded plates and facilitate lifting of stack by slings. The frame shall be made up of carbon steel angles, C channels and carbon steel plates as per Annexure-B. Each package shall be suitably marked with the following details. A metal label shall be securely attached to each package and shall bear the following information: 1. HE57071: TITANIUM CLADED CARBON STEEL PLATES 2. Application: 3. BHEL Order No. 4. Consignment and Identification No. 5. Size, number and weight 6. Supplier's name 21. Rejection and Replacement: In the event of any cladded plate proving defective in the course of fabrication, rolling (forming), machining, testing assembly or erection, such plates shall be rejected notwithstanding any previous certification of satisfactory testing and/or inspection from BHEL. The supplier shall replace the rejected/defective cladded plates at his own cost. 22. Referred Standards: Standards referred in this specification: i) ASTM A 516 ii) ASTM B 265 iii) ASTM B 898				
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गयी सूचना भारत हेवी इलेक्ट्रिकल्स की संपत्ति है। इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह से प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।					
दिनांक एवं हस्ताक्षर SIGN & DATE					
सामग्री सूची संख्या / INVENTORY NO.	REV.No. 04	SUPERCEDES	निर्माणकर्ता WORKED BY जांचकर्ता CHECKED BY	TARUN BANSAL TARUN BANSAL	SD/- SD/-  

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		HE57071 पृष्ठ का Page 6 of 6	
सामग्री सूची संख्या को अधिकृत	ANNEXURE-A (Clause 17) CHECK LIST FOR HE57071 (To be filled by supplier)				
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company					
स्वतंत्राधिकार एवं गोपनीय इस प्रलेख में दी गयी सूचना भारत हेवी इलेक्ट्रिकल्स की संपत्ति है। इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह से प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।					
दिनांक एवं हस्ताक्षर SIGN & DATE		Date: _____ Place: _____ Signature & Seal of Supplier			
सामग्री सूची संख्या / INVENTORY NO.		REV.No. 04	SUPERCEDES	निर्माणकर्ता WORKED BY जांचकर्ता CHECKED BY	TARUN BANSAL SD/- TARUN BANSAL SD/-



	OF STA
	X 10 M

- STEEL ANGLES (ITEM NOS. 1 & 2).
 INCLUDING CARBON STEEL PLATES (ITEM NOS. 3 & 4).
 SIDES (ALONG LENGTH) OF FRAME.
 SURFACE OF GI SHEETS AND CARBON STEEL PLATES.
 BE PROVIDED AT BOTTOM SIDE OF FRAME.
 NO. 3) SHALL BE WELDED AT BOTTOM OF FRAME.
 BE LIFTED BY PLACING SLINGS AT BOTTOM OF FRAME.
 DIMENSIONS HAVE BEEN MENTIONED AS PER DRAWING.
 TOP OF FRAME ANGLES AFTER PLACING SLINGS.
 12 METRIC TONNES.
 WITH MINIMUM POSSIBLE CLEARANCE (100 MM).

CBOM NO.			STATUS OF DRG.
AGREED DEPT.	NAME	SIGN	DATE
—	—	—	—
REV.	DATE	ALTERED	
		CHECKED	

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED
IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 281478

ANNEXURE-VI

(Item Details and Delivery Schedule)

S. No	Material Code	Material Description	Total Qty. (Nos)	Delivery
1	W97716018450	TITANIUM CLAD PLATE 14MM THK FOR POWER PLANT CHIMNEY FLUE LINER AS PER SPECIFICATION HE57071(BASE PLATE THICKNESS 12MM, CLAD METAL SHEET THICKNESS 2MM) SIZE: 14X2250X7784 DIM.: TKXWXL	92	15.05.2021
2	W97716018370	TITANIUM CLAD PLATE 10MM THK FOR POWER PLANT CHIMNEY FLUE LINER AS PER SPECIFICATION HE57071(BASE PLATE THICKNESS 8MM, CLAD METAL SHEET THICKNESS 2MM) SIZE: 10X240X6859 DIM.: TKXWXL	10	15.05.2021

Remarks-

1. The prices are to be quoted in per Number only.
2. Early delivery is acceptable.
3. Penalty for late deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies."
4. After placement of order vendor should submit their invoices against goods and services immediately after supply of goods & services but not later than 30 days from the invoice date. In case of any delay, consequential losses like loss of input credit and non-availability of concessional forms etc., shall be to the vendor account.

NOTE: The quantity indicated above can be increased/ decreased.



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HEEP HARIDWAR INDIA-PIN 249403
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PHONE NO: 0091 1334 281478

ANNEXURE-VII

BHEL Standard Terms & Conditions: To be confirmed and Submitted along with Techno-Commercial offer (Bid Part-1)

S. No.	Description	Vendor's Confirmation
1	Vendor to confirm that they meet each & every clause of our specifications/Drawings.	YES / NO
2	If "No" to serial number 1, vendor to specify each deviated clause & submit in a separate sheet.	
3	Vendor to list out on a separate sheet any activity which is outsourced. Please furnish details of out sourced vendor.	
4	Validity: confirm that validity of the offer shall be 90 days from the date of tender opening.	YES / NO
5	Confirm delivery quoted as per enquiry	YES / NO
6	Confirm that you have quoted your rates on FOR Destination basis.	YES / NO
7	Confirm that loading station has been mentioned.	YES / NO
8	Confirm that prices shall be firm and fixed throughout delivery period.	YES / NO
9	Confirm that payment term shall be "100% payment after receipt and acceptance of material at BHEL HEEP- Store Haridwar".	YES / NO
10	Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies.	YES / NO
11	Confirm that all test certificates to be submitted as per BHEL specification. in TRIPLICATE along with dispatch documents.	YES / NO
12	Right of acceptance – 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.	YES / NO
13	Confirm specifically that material shall be supplied as per tender documents.	YES / NO
14	Ink signed order acceptance shall be furnished within 15 days of order placement.	YES / NO
15	Packing & Forwarding charges are inclusive in price quoted.	YES / NO
16	Confirm to send original ink signed copy of offer, if offer has been sent through email or FAX or photocopy has been submitted.	YES / NO
17	Confirm to send two ink-signed copies of filled in integrity pact along with your offer in the enclosed format of integrity pact as per Annexure- XIV	YES / NO
18	Annexure XIII of Risk Purchase Clause with addition to the clause 18 of GISTC of Risk Purchase is applicable. Kindly confirm.	YES / NO
19	As per Public Procurement (Preference to Make in India), order 2017 dated 16.09.2020, kindly confirm whether your firm can be treated as local supplier or not If yes, kindly fill up the self certification form (refer annexure-X) to claim it.	YES/NO
20	Kindly confirm you have submitted Quality Plan "QA/F/QP/034 Rev:03" along with offer.	YES/NO
21	Kindly confirm if you are in MSE category or not. If yes please submit valid documentary proof and CA certified details to claim the benefit.	
22	If bidder is other than manufacturer provide the details of principal manufacturer from which they will supply the material	
23	In case of ordering, order to be placed on whom	
24	Bidder organization name	
25	Bidder's email id	
26	Bidder's contact no	



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HEEP HARIDWAR INDIA-PIN 249403
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ANNEXURE- VIII

**General Instructions and Standard Terms & Conditions
(GISTC)**

For Indian Bidders (Version December-2020, Rev: 05)

<https://www.bhelhwr.co.in/bhelweb/uploads/IND TE 12.pdf>



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Indian Bidders (Version December-2020, Rev: 05)

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

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

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



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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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



BHARAT HEAVY ELECTRICALS LIMITED

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

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company.

6. PRICE SCHEDULE.

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

g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.

h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.

i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.

j) Currency of Evaluation shall be INR.

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

7. REVERSE AUCTION.

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

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

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

8. DELIVERY TERMS.

a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.

b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.



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9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

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

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

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

10. PAYMENT TERMS.

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

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

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

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

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

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

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

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

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General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**For Indian Bidders (Version December-2020, Rev: 05)****i) The loading criteria for the different payment terms shall be as under:**

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

11. TAXES & DUTIES.

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

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

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



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

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

12. BANK GUARANTEE.

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

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

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event

of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY.

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

16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be



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permitted within the validity period asked for in the tender enquiry.

- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE.

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

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in

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

19. FORCE MAJEURE CLAUSE.

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

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

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



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- i) Change in law / government. Regulation making the performance impossible.

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information

shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

21. SETTLEMENT OF DISPUTES / ARBITRATION.

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with



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other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

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

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:

- a) In case of proprietary MSE, proprietor shall be Woman.
- b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
- c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.

11. The definition of MSEs owned by SC/ST is clarified as under:

- a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
- c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.

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

13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.

14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.

15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.

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

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



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

24. INFORMATION TO THE BIDDERS.

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

25. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. The margin of purchase preference shall be 20%.
 - ‘Class-I local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
 - ‘Class-II local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
 - ‘Non- local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.
- C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the ‘Class-I local supplier’/ ‘Class-II local Supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class-I local supplier’/ ‘Class-II local Supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the ‘Class-I local supplier’/ ‘Class-II local Supplier’ shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. Requirement of Purchase Preference:
Purchase preference shall be given to ‘Class-I local supplier’ in procurements undertaken by procuring entities in the manner specified hereunder -
 - a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the ‘class-I local supplier’ shall get purchase preference over ‘Class-II supplier’



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as well as 'Non-local supplier', as per following procedure:

- i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".
- b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be

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

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

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



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

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

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

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

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

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

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

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

27. NOTE.

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Indian Bidders (Version December-2020, Rev: 05)

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

3. Compensation in respect of each of the victims:

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

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



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 281478

ANNEXURE-IX

Certificate by Chartered Accountant on letter head

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

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

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

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro / Small) (**Strike off whichever is not applicable**) and the date of graduation of such enterprises from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from
its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification
dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
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ANNEXURE-X

(Self-Certification for Local Content)

In line with Government Public Procurement Order 2017 dated 16.09.2020, we hereby certify that we (supplier name) inform that local content is % (indicate percentage of local content) and are

Class- I local supplier (meeting requirement of)-

Local content $\geq$ 50%

or

Class- II local supplier (meeting requirement of)-

20% < Local content < 50%

(mark wherever applicable)

defined by Nodal Ministries/ Departments as per above order for the material against Enquiry No.

.....

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

.....

.....

.....

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

Seal and Signature of Supplier



BHARAT HEAVY ELECTRICALS LIMITED
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ANNEXURE-XI

DELIVERY CONFIRMATION

TO
BHEL
HEEP HARIDWAR INDIA
PIN 249403

Date:

Subject: Confirmation Regarding Delivery

Tender No.: F/T237/20/3680/W1

Title: BHEL-HEEP/OPEN-TENDER (TITANIUM CLAD PLATE)

To whomsoever it may Concern

We, Principle Manufacturer and Supplier.....
would like to jointly confirm for Guarantee of quality and Timely delivery of product as per
offer from Supplier.....

For Principle Manufacturer For Supplier.....
(Seal & Signature) (Seal & Signature)



BHARAT HEAVY ELECTRICALS LIMITED
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ANNEXURE-XII

Public Procurement Circular

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf>



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
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ANNEXURE-XIII

RISK PURCHASE CLAUSE

Risk Purchase Clause

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

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason attributable to the contractor/ supplier.
4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work/supply in case of Termination of Contract

LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed work/supply" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
- ii. Let the value of executed work/supply till the time of termination of contract= X
- iii. Let the Total Executable Value of work/supply for which inputs/fronTS were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- iv. Delay in executed work/supply attributable to contractor/supplier i.e.
$$T2 = \left(1 - \frac{X}{Y}\right) \times T1$$
- v. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Note: In case portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.



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ANNEXURE-XIV

INTEGRITY PACT

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

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

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____
