	वीएचईएल HHFL	BHARAT HEAVY ELECTRICALS LIMITED HEAVY POWER EQUIPMENT PLANT PURCHASE DEPARTMENT/PUMPS RAMACHANDRAPURAM, HYDERABAD				Project: 1x80	0 MW North Chennai FGD Pkg	Enquiry:F7A1W54369
Sl.No	Material Code	Material Description	BHEL Drawing/ Spec Var.	Quantity	MU	Required Delivery Date	Delivery Period Quoted by Vendor (Number of days from the date of approved drawing or QAP whichever occurs later)	Delivery Place
1	FP9760338017	SLURRY RC.PUMP,NORTH CHENNAI,13900,17.5	FP60338-03	4.000	EA	30.09.2024		FOR Site/North Chennai OR CIP Chennai Port
2	FP9760338092	ALL TYPE OF TRANSMITTER INCLUDING SENSOR	FP60338-03	1.000	SET	30.06.2025		FOR Site/North Chennai OR CIP Chennai Port
3	FP9760338025	IMPELLER ASSEMBLY	FP60338-03	4.000	EA	30.06.2025		FOR Site/North Chennai OR CIP Chennai Port
4	FP9760338033	COMPLETE CASING	FP60338-03	1.000	EA	30.06.2025		FOR Site/North Chennai OR CIP Chennai Port
5	FP9760338041	CASING LINER	FP60338-03	1.000	SET	30.06.2025		FOR Site/North Chennai OR CIP Chennai Port
6	FP9760338050	SEALS	FP60338-03	4.000	SET	30.06.2025		FOR Site/North Chennai OR CIP Chennai Port
7	FP9760338068	BEARINGS, 2 NO. EACH TYPE AND SIZE	FP60338-03	2.000	SET	30.06.2025		FOR Site/North Chennai OR CIP Chennai Port
8	FP9760338122	TEMP TRANSMITTERS,10% OR 1 NO.OF EA TYPE	FP60338-03	1.000	SET	30.06.2025		FOR Site/North Chennai OR CIP Chennai Port
9	FP9760338130	GUAGES, 5% OR 1 NO. OF EACH TYPE	FP60338-03	1.000	SET	30.06.2025		FOR Site/North Chennai OR CIP Chennai Port
10	FP9760338106	RTD'S 2 NO.OF EACH TYPE AND LENGTH	FP60338-03	2.000	SET	30.06.2025		FOR Site/North Chennai OR CIP Chennai Port
11	FP9760338114	THERMOCOUPLE, 2 NO. EACH TYPE	FP60338-03	2.000	SET	30.06.2025		FOR Site/North Chennai OR CIP Chennai Port

Note:

- 1-Vendor to provide the best delivery period inline with BHEL requirement.BHEL has right to reject/accept the offer based on delievry date. Quoted price should include Supervision of Erection and Commissioning Charges. Vendor to submit the prices in attached price bid format.
- 2-Item shall be supplied as per BHEL Specification.
- 3-Item shall be supplied as per BHEL Specification. (1 EA= 1 NO.)
- 4-Vendor to provide the documents as per BHEL PQR/Technical specification. In case documents provided by suppliers are not meeting BHEL requirement, offer of such vendors will be rejected.
- 5-Indian supplier: Quoted price shall be on FOR project site basis.
- Foreign supplier: Quoted price shall be on CIP Chennai seaport basis.
- (FOR price shall be inclusive of GST/taxes applicable)
- 6-BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be considered for 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.
- 7-Performance bank Guarantee(PBG) / Performance Security of 10% of Order Value to be furnished by vendor within 14 (fourteen) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations (24 Months from PAC date).
- 8-Bidders shall submit the integrity pact duly signed by the authorised signatory of their firm. Please note that jurisdiction shall be registered office of BHEL
- R.C.PURAM, Hyderabad
- 9-The evaluation of the tender shall be on the basis of lowest of "Total cost to BHEL of all items in the enquiry put together (including supervision charges)".L1 will be decided based on lowest destination cost to BHEL.
- 10-The drawings / quality plans as applicable shall be submitted within 14 days from Purchase Order date.
- 11-BHEL ITB 13 is applicable for the enquiry.
- 12-Customer approved suppliers are applicable for the tender. Offers received through Global tender will be evaluated as per BHEL PQR and BHEL technical specification. Offers of technically suitable vendors shall be taken up with customer for their acceptance. The price bids of those vendors, who are approved/accepted by customer shall not be opened.

BHARAT HEAVY ELECTRICALS LIMITED RAMACHANDRAPURAM:: HYDERABAD-502032

PUMPS ENGINEERING DEPARTMENT

TECHNICAL PRE-QUALIFICATION REQUIREMENTS

Item: SLURRY RECIRCULATION PUMP (WET LIMESTONE BASED FGD SYSTEM)

PROCEDURE FOR EVALUATION OF OFFERS FOR OPEN TENDERS

The offers will be submitted as two part bid system i.e., Techno –commercial offer including PQR (Part-1) and price offer (Part-2).

Initially, only techno – commercial offer will be opened for scrutiny.

Offers will be evaluated as follows:

(A) Techno - commercial offer (Part-1):

- 1) The Pre-qualification requirements and credentials as per the table in Annexure-1 will be evaluated and only those offers passing this evaluation will be considered.
 - (a) For the items, which are not listed in the customer approved vendor list, the offers passing the BHEL PQR evaluation only will be considered for Technical evaluation.
 - (b) For the items, which are listed in the customer approved vendor list, the credentials of those vendors not figuring in the customer approved list will be further forwarded to our end customer for their approval. The offers of those vendors who will be approved by customer only will be considered for Technical evaluation.
- Technical scrutiny of Offers: The offers meeting the PQR and technical requirements will only be considered for further processing.

(B) Price offer (Part -2):

The price bids shall be opened of those vendors only who will be approved by BHEL/customer as per above.

(Sweet Kimar)

ভএনের্ক্র ব্র ক্রান্ট ভাঙ্কেট ব্যবিনায় গা সাঁন কুসুই AVINASH S JOHN KUJUR বহিত্ত ব্য দ্যাস্থায়ক / ব্যু अविवाशिकी Sr Dy, General Manager / Pumps Engineering ব্যুক্ত ইন্ত্র স্বাধার্য রু EHEL- HPEP. HYD-32

S.No	REQUIREMENT	ACCEPTANCE	REMARKS
1.	Pump supplied earlier with flow and head parameters same or higher than the project specific parameters.	Slurry Recirculation Pump for the Wet Limestone based Flue Gas Desulphurisation (FGD) System offered by the Bidder shall be only from such manufacturer(s) who has previous experience of manufacturing and supplying the respective equipment(s) and have been in successful operation in at least one (1) plant for a period not less than one (1) year prior to the date of Techno-Commercial bid opening. **Alternatively** The Contractor shall offer proven design in successful operation in similar application at previous installations. The design, manufacture, installation and testing of the pumps shall follow the latest applicable Indian/International (ASME IEN / Japanese) Standards.	Reference List of supplied made so far.
2.	Design/Engineering capability for designing of suitable pump based on parameters indicated in BHEL specification.	Vendors must have an exclusive R & D division or collaboration.	a. Details of R&D facility or Collaboration document to be furnished.
3.	Manufacturing facilities	Vendor must have in-house manufacturing facility or tie-up a third party having experience in similar work with prior experience with similar or higher rating pump components.	 a. Detail list of manufacturing facility shall be furnished. b. Documents shall be furnished in case of tie-up with third party
4	Testing facilities	Vendor must have testing facility for testing similar or higher rating pumps.	a. Detail list of Test facilities available shall be furnished.b. Sample test reports to be furnished.
5.	Inspection agency details for earlier supplies.	Lloyds / TUV/NTPC / BHEL or BHEL TPIA	a. Copies of certificates shall be furnished
6.	Service after Sales & Supply of spare parts	Technical experts to meet the after sales service requirements for the supplied equipment at project sites.	Details of prior experience related to technical expertise to be furnished.

Sors.

NOTE: The Suppliers not meeting the above criteria OR not submitted the above required work will be disqualified.



BHARAT HEAVY ELECTRICALS LIMITED

HEAVY POWER EQUIPMENT PLANT

PUMPS- PURCHASE DIVISION

RAMACHANDRAPURAM, HYDERABAD

PRE-QUALIFICATION REQUIREMENTS - FINANCE

PRODUCT: RC PUMP AND MANDATORY SPARES

PROJECT: 1x800 MW North Chennai FGD

CRITERIA FOR EVALUATION - FINANCIAL

Average annual financial turnover during the last Three Financial Years should not be less than as mentioned below:

Notes:-

- a. The Average annual Financial turnover during last 03 (three) years, ending of the previous financial year, should be at least INR 1,50,00,000/- and positive net worth as per latest balance sheet. The bidder has to submit financial accounts comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue, certified by Charted Accountant for the last three years as on tender due date to review the above criteria.
- b. Foreign bidder is to submit a latest certificate from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria. The certificate thus produced will explicitly mention the turnover in terms of equivalent Indian Rupees.
- c. Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, only revenue from operations shall be considered.

Vendor Sign & Stamp

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP	6	03	33	8
	v	•	\sim	$\mathbf{\circ}$

Rev No. 03

Page 1 of 37

TECHNICAL SPECIFICATION FOR ABSORBER SLURRY RECIRCULATION PUMP

1. Intent of specification

This specification is intended to cover the design, engineering, manufacturing, inspection and testing at manufacturer's works, packing and delivery to site, supervision of erection and commissioning of Slurry Recirculation pump along with its accessories complete in all respects.

Each FGD system associated with 800MW unit shall have recirculation pumps located inside Recirculation pump & Oxidation blower house. The pumps shall be suitable for outdoor application. The pumps shall be driven by a constant speed motor.

The offered pump model shall be proven and must meet the proven-ness criteria indicated at clause 3. The list of deviations/exceptions with respect to the specification shall be submitted as per annexure-4. Deviations not listed in the format shall not be considered. No deviations/exceptions shall be permitted without the approval of purchaser.

In case of additional requirement of instrumentation, controls and other accessories/auxiliaries for safe, reliable and trouble-free operation of the pump, necessary reasons for recommendation shall be furnished and the same shall be included in scope of supply with the purchaser's approval.

2. Applicable codes and standards

The design, manufacture and performance testing of the pumps as specified herein shall comply with requirement of all applicable codes in particular the following.

1. ANSI HI 12.1~12.6: Rotodynamic Centrifugal slurry pumps

2. API 682: Shaft sealing system for centrifugal & rotary pump

3. API 670: Machinery protection system
4. ANSI B16.5, B16.47: Pipe flanges and flange fittings

5. ANSI B16.9: Butt weld fittings

6. ANSI B16.11: Forged steel fittings, socket welded and threaded

7. ASTM: For various materials & tests

8. ASME sec VIII div. 1

9. ISO 9906 Rotodynamic pumps hydraulic performance acceptance

)C	Revisions:	Prepared:	Approved:	Date:
. Dc				
Ref.	Refer record of revisions	ID	CIV	28.07.22
	Refer recuru of revisions	JD	SK	40.U/.44

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 2 of 37

3. Provenness Criteria

All the design procedures, systems, and components proposed shall have already been adequately developed and have demonstrated good reliability under similar or more arduous conditions elsewhere.

Slurry Recirculation Pumps for the Wet Limestone based Flue Gas Desulphurization (FGD) System offered by the Bidder shall be only from such manufacturer(s) who has previous experience of manufacturing and supplying the respective equipment and have been in successful operation in at least one (1) plant for a period not less than one (1) year prior to the date of Techno-Commercial bid opening.

Alternatively

The Contractor shall offer proven design in successful operation in similar application at previous installations. The design, manufacture, installation and testing of the pumps shall follow the latest applicable Indian/International (ASME IEN/Japanese) Standards.

4. Scope of supply

Supplier scope shall include Design, Supply, Engineering Coordination and Supervision of Erecting & Commissioning of slurry recirculation pump along with its baseplate, instrumentation and associated accessories. It shall cover complete recirculation pump unit including start-up spares and special tools and tackles.

Design includes basic and detail engineering, preparation and submission of engineering drawings, calculations, datasheets, quality assurance documents, field quality plans and storage instructions, commissioning procedures, operation & maintenance manuals and performance guarantee test procedures.

Supply includes manufacturing, shop floor testing, stage inspections, final inspections, painting, packing & transportation to site, customer clearance/port clearance and any other statutory clearances/receipts.

Supervision of Erection & commissioning includes supervision of erection & commissioning, supervision of trial operation, training of customer's O&M Personnel and handing over to customer.



Form No.



PRODUCT STANDARD **PUMPS HYDERABAD**

FP60338

Rev No. 03

Page 3 of 37

5. Variant table

Service	:	Continuous
Installation		Indoor
Total number of units		1 unit of 800MW
Total pumps in each unit	:	4
Stand-by pumps per unit	:	1
Total number of working		3
pumps	•	
Total number of pumps	:	4
Variant	:	Var. 01
Material code	:	FP9760338017

Design input data

6.1 Pump operating parameters

Discharge flow	13,900 m³/hr
Total Head developed	17.50 m H
Medium to be handled	Gypsum slurry
Operating Temperature	53°C (Normal)
	70°C (max.) Horizontal, Single stage
Type of Recirculation pump	Centrifugal pump (non-clogging
	type)
Nozzle Orientation	End Suction- Top Discharge
Seal Type	Single Mechanical seal with
Scar Type	external flushing
Duty	Continuous operation
Location	Indoor
Expansion Joint	Expansion joint at suction and discharge of each pumps shall be provided.
Drive type	Motor driven
Acceptable noise level	≤ 85 dBA (at 1-meter from pump centreline)
NPSH(A)	10.45 mlc
Variant	Var. 01

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

Rev No. 03

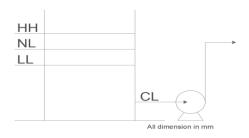
Page 4 of 37

6.2 Slurry Analysis

Slurry to be handled	Gypsum Slurry	
Chloride Content max. (ppm)	<25,000	
Specific Gravity at pump suction	1.219 @ design point	
(t/m3)	1.214 @guarantee Point.	
Vapour Pressure at Pump(kg/cm2)	0.146	
Viscosity of slurry	0.01 Pa.S	
Concentration of Solid	30% wt.	
SiO2 Content	4 to 6 g/l	
pH	4.0 - 8.0	
Slurry Temperature (degC)	53 deg C (normal)	
Siurry reinperature (degc)	70 deg C (Max)	
Maximum solid particle size	150 mesh(140 microns)	
Normal solid particle size, d 50	325 mesh(43 microns) & fine	
Normai sond particle size, d 50	particles	
Variant	Var. 01	

6.3 Absorber Tank Level & NPSH

НН	Bottom +	6,000
NL	Bottom +	5,000
LL@NPSH	Bottom +	4,700
Base		
Variant		Var. 01



NPSH	SI Unit	Value
NPSH (A).	m	10.45
Variant		Var. 01

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 5 of 37

NPSH Calculation	SI Unit	Parameters
Discharge Pressure	kg/cm ² G	2.523
Suction Pressure	kg/cm ² G	0.390
Differential Pressure	kg/cm ² G	2.133
Max. Suction Pressure	kg/cm ² G	0.549
NPSH (A).	m	10.45
Variant		Var. 01

6.4 Flushing water analysis

For Variant 01

Service water Analysis

The service water (make-up water) water quantity mentioned below:

Constituents	Units	Value
Temperature	Deg C	35
рН		7.5-8.2
LSI		0-0.2
Alkalinity	PPM	<100 PPM of CaCo3
Hardness	PPM	<80 PPM
Chloride	PPM	<350 PPM
Sodium	PPM	<170 PPM
Variant		Var. 01

6.5 Cooling water analysis

Description	SI Unit	Value
Cooling water inlet temp	DegC	38
Cooling water outlet temp	DegC	< 48
Allowable increase in temp of cooling water	DegC	5 to 10
Inlet pressure of cooling water	bar	3
Pressure drop of cooling water across pump	bar	0.5 (max.)
Variant		Var.01

Clarified water shall be used for CW system and is expected to operate at about COC (mentioned in variant table) with suitable chemical treatment program using acid, scale and corrosion inhibitor dozing. As CW blow down water is tapped from CW system, the water quality of CW blow down shall accordingly be arrived by the bidder.

Rev

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

Rev No. 03

Page 6 of 37

6.6 Operating methodology of pumps

- 6.6.1 The offered pumps shall be capable of operating satisfactorily in the operating range of the pump from 75% to 110% of design.
- 6.6.2 The slurry recirculation pumps shall have a minimum margin of 10% of head over the design point condition.
- 6.6.3 **Operating Description:**

Operating Description of the pumps is as follows. Pumps shall cover this entire operation mode

- 6.6.3.1 No of FGD Absorbers 1 No
- 6.6.3.2 Four (4) pumps (3 working + 1 standby) are connected to the common header of the recirculation line per absorber
- 6.6.3.3 Operating modes of this pumps are:
 - (1) Sequential startup of the pumps one by one
 - (2) Three (03) Pumps in continuous operation per absorber
 - (3) Sequential shut down of the pumps one by one
 - (4) Emergency shutdown of maximum Three (03) pumps per absorber at the same time in case of power failure. In this case the discharge valve of the pumps will be fully closed within 15 sec. Pump shall endure reverse flow.
- 6.6.3.4 Table-1 Pump Operating condition

S.No	Condition	Required	Required	Each Pump	Pump	Shaft Power	Remarks
		total flow	Pump	Capacity	Efficiency	consumption	
		rate m3/hr	Head m	(m3/hr)	(%)	(KW)	
1	3 Pumps in	41700	17.5	13,900	> = 90%	<898 KW	
	Continuous						
	operation						

6.6.4 Pump Performance (Important): The following are the requirement on the pump performance

- (1) The capacity of the pump (design Condition) shall be 13900 m3/hr. at the pump head of 17.5- meter Height.
- (2) The shaft power at the design conditions shall be kept as minimum as possible (overall pump efficiency shall not be less than 90%) and this shaft power shall be guaranteed by the vendor.

Note:

(1) In order to optimize power consumption of FGD system at part load operation, at least one slurry recirculation pump per unit with Variable Frequency Drive (VFD) to be provided.

Form No.

वी एच ई एल FFFF HYDERABAD

PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 7 of 37

7. Technical Requirements

- 7.1 All recirculation pumps shall be identical and interchangeable.
- 7.2 The pumps shall be designed for continuous operation. The pump shall be single stage centrifugal type, capable of delivering the rated flow at rated head, duty parameters indicated at clause 6.1.
- **7.3** The pumps shall circulate the operating liquid from the absorber sump to the spray nozzles in the absorber.
- **7.4** The pumps shall be resistant to wear and be equipped with flushing devices to prevent sedimentation. They shall be designed and installed to allow easy replacements, repair and maintenance.
- 7.5 The pump bearing housings shall be equipped with oil level indicators and the collecting equipment for leakage shall made of corrosion resistant material.
- **7.6** All the equipment in scope of supply except wearing parts shall be designed and fabricated/manufactured for a service life of 20 years and at least 18000 hours of uninterrupted operation.
- **7.7** Pump shall be driven by the motor with gearbox.
- **7.8** In case of pump with rubber lined casing, the casing should be radially split to allow easy removal of impeller.
- 7.9 All the pump wear parts in contact with the slurry shall be provided with replaceable rubber/elastomer liners suitable for the fluid handled. The Bidder can also offer an hichrome alloy line pump if the Bidder has previous experience of the same for similar applications. The material used by the contractor shall be proven in previous installations.
- **7.10** For absorber recirculation service a Silicon carbide/hi-chrome impeller and SiC lining for casing can also be accepted if the manufacturer has supplied a similar pump for a previous installation for similar service.
- **7.11** The pump casing shall be designed to withstand a pressure of 1.5 times the maximum possible pump shut off pressure under maximum suction pressure condition.
- **7.12** Flushing water lines and drains are to be supplied for each pump handling the prevailing water to avoid corrosion even if the pump is out of operation for extended periods.
- 7.13 Pumps must be carefully selected to ensure that the net positive suction head available under all operating conditions will be adequate. The NPSH values are to be referred to the least favorable operating conditions such as lowest atmospheric pressure, lowest level of water on the suction side of the pump and highest temperature of the pumped fluid. An adequate safety margin of normally greater than 1m to the max NPSH required shall be provided at duty point. NPSH(R) at 110% of rated flow shall have margin over NPSH (A).
- **7.14** The Pump flow & head characteristics shall be such that within the operation range the head will continuously increase with decreasing flow. Shut off head being at least 20% higher than the duty point head.
- **7.15** Pumps shall have stable head-capacity characteristics curve from run-off to shut-off. Shut-off head should be minimum 125% of Best Efficiency Point (BEP).
- **7.16** Pumps shall be designed such that they are not damaged during reverse rotation at up to 150% of design RPM, at full discharge head in the event where one pump trips while the other pumps are operational.
- **7.17** Selection of Duty point should preferably be at BEP (Best Efficiency Point). Selection point beyond 105% of BEP is not acceptable. It should be noted that head variation is

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 8 of 37

due to level variation in tank. Pump has to run in the system without compromising the NPSH requirement at lowest water level in tank. Hence, when tanks are filled-up and is at normal water level, pump will operate at the right of BEP, pump's operating zone should be considered accordingly.

- **7.18** A factor for "Froth" should be taken into account for sizing the pump. Supplier from their past experience, may specify the froth factor to be taken into account for FGD pump. Suction size of the pump should be adequate to take this extra capacity and the same should be reflected in master curve.
- **7.19** External flushing of mechanical seal is required to remove the accumulated particles and all related information such as flow rate, pressure etc. should be mentioned in data sheet.
- **7.20** Pump should have provision for adjusting the axial clearance between casing and impeller for maintaining the performance at best efficiency when there is wear in between impeller and casing.
- **7.21** In case rubber or nonmetallic linings are used, these will be two pieces molded under pressure and adjusted to the screwed metallic clamping which have been welded to the casting.
- **7.22** The pump shall be provided with seals of proven type and shall be designed for minimization of seal water consumption. The shaft shall be supported on heavy duty ball/roller bearings.
- **7.23** The Antifriction bearing of the pumps shall be designed for minimum useful life (L-10) of 14,000 hours of continuous operation (Under the design condition). The thrust bearing will be selected for twice the operating load.
- **7.24** The mechanical seals of cartridge type with self-lubrication sliding ring cartridges are preferable. The static part will be mounted on the seal plate with circumferential ring (O-ring) or another flexible sealing ring. Built in seal design will not be accepted.
- **7.25** The sealing areas shall be designed in such a way so that solids do not precipitate in them and affect the cooling or affect the adjustment and mechanical functioning of the seals. Seals which do not need jet cleaning are preferred.
- **7.26** Flow induced vibration due to pressure pulsations shall be avoided by suitable design.
- **7.27** Material shall be selected considering urea and ammonia constituents in the atmosphere.
- **7.28** Each rotating equipment shall be first statically balanced and then dynamically balanced to G2.5 or better grade according to ISO 1940 (in the case of impellers this shall be done before and after mounting of the service rotor shaft).
- **7.29** Allowable limits of foundation vibration shall be indicated in foundation drawing and general arrangement drawings.
- **7.30** The allowable vibration levels shall be indicated in the inspection procedure at shop and shall be demonstrated. The maximum vibration level shall be within permissible level as per the relevant internationally accepted standard.
- **7.31** Noise and Vibration level shall be specified in test procedure document and supplier shall be responsible for the values at the shop test as well as site.

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 9 of 37

8. Constructional features

8.1 Casing

- 8.1.1 The pump casing shall be split type for ease of maintenance and shall be designed such that the impeller and shaft can be withdrawn from the casing without disturbing the main pipework and valves carrying the pumped fluid and also without disturbing/removing the motor.
- 8.1.2 The casing and flanges shall be designed to withstand the 1.5 times the maximum shut-off pressure developed by the pump at the pump operating temperature.
- 8.1.3 Pressure casing shall be designed with a corrosion allowance (ASTM G46 & ASTM G48) to meet all the technical requirements, taking into account the Operating Parameters.
- 8.1.4 Lifting provision of pump as a whole and individual casing halves should be provided.
- 8.1.5 The casing material shall be Carbon steel / C.I with Silicon carbide lining. The material used by the contractor shall be proven in previous installations.
- 8.1.6 For replaceable rubber liner, hardness of rubber should be of Shore hardness- SA 65 (+/-) 5. Rubber should be of Type and Class as defined by ASTM D-2000 which is suitable for uninterrupted operation of 5 years (minimum). Guarantee to the affect shall be provided.
- 8.1.7 All the wear parts of the pump shall be guaranteed for a minimum wear life of not less than 14000 hrs.
- 8.1.8 Renewable wear rings shall be provided at points of minimum running clearances.

8.2 Impeller

- 8.2.1 Impeller material shall be either Hi Chrome or a Silicon Carbide impeller guided by operating parameters taking into account the corrosion and erosion effect of the indicated slurry parameters.
- 8.2.2 Base material for rubber-lined impeller should be capable of handling speed as specified in the respective clause without affecting adhesion of lining. Impeller as rotating assembly along with all elements should be dynamically balanced according to ISO 1940.
- 8.2.3 Impeller tip speed shall be as per vendor's experience. And Impeller shall have air bleed holes to eliminate any air accumulation around the shaft seal.
- 8.2.4 Full diameter of the impellers for the pump body shall not be quoted for. By installation of a new impeller a head increase of minimum 5% shall be possible.
- 8.2.5 Impeller shall have a mandatory wear life of min. 14000 hours.

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 10 of 37

8.3 Seals

- 8.3.1 Pump shall be supplied with mechanical seal. All mechanical seals, regardless of type or arrangement, shall be of the cartridge design.
- 8.3.2 The Mechanical Seals shall be so arranged that assembly/disassembly of seals can be carried out without any disruption to plant operation.
- 8.3.3 Design the mechanical seals chamber to have sufficient room to lubricate and cool the seal faces with its own slurry.
- 8.3.4 Seal shall have provision for periodical flushing to rinse the seal face off leaked slurry.
- 8.3.5 Flushing water requirement, either continuous or intermittent, quantity, pressure & duration to be indicated in data sheet.
- 8.3.6 Seal shall have zero visible leakage. However, quantity of leakage, if unavoidable, pump should have a provision of collecting and draining the same to nearby pit without corroding the pump frame.
- 8.3.7 Mechanical seals shall be fitted and installed in the pump before shipment and shall be clean. Seal shall have provision for locking during transit and when not in operation. Mechanical seals vent/drain holes shall be plugged during shipping
- 8.3.8 Intention of the specification is not to specify Type of Seal, Seal design, spring configuration, Seal configuration, Balanced or Unbalanced type etc. Pump manufacturer to decide the same along with seal manufacturer.
- 8.3.9 Seal life has to be guaranteed, taking into consideration all its components for 14000 hrs. If the seals fail before the completion of guaranteed period, the same should be replaced free of cost by the Supplier.

8.4 Shaft and Shaft Sleeve

- 8.4.1 Pump shaft shall be sized to transmit the maximum possible output from the motor.
- 8.4.2 The pump shaft to be so dimensioned that the maximum permissible torque of the shaft is higher than the maximum transmissible torque.
- 8.4.3 Pumps shall operate smoothly throughout the speed range up to their operating speeds. The first coupled critical speed must be at least 20% higher than the maximum operating speed. The determination of the shaft diameter and the distance between two consecutive bearings must include a sufficiently large safety margin to satisfy this condition.
- 8.4.4 Shafts shall be conservatively designed to transmit maximum power required and to assure rigidity. Shafts shall be machined and ground to close tolerances and shall be tapered to permit easy assembly & withdrawal of the seals and bearings.
- 8.4.5 Shaft shall run in high precision heavy duty roller bearings.
- 8.4.6 The shaft shall be finished to close tolerance at the rotor, coupling and bearing diameters.
- 8.4.7 Shaft shall be made of SS316 Grade material. No exposed part of the shaft shall come in contact with the medium handled.
- 8.4.8 Shaft sleeve should be CD4M Cu ASTM A-743 or equivalent. Sleeve should have this as a guaranteed value/parameter to prevent wear and corrosion of mating surface. Manufacture to indicate the diameter in data sheet.
- 8.4.9 Shaft shall have a keyed joint at impeller hub. Threaded connection between impeller and shaft is not acceptable.

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 11 of 37

8.5 Base plate

- 8.5.1 Base plate shall be provided for pump and the same shall be rigidly constructed, adequately braced and provided with finish pads for mounting the equipment.
- 8.5.2 Base plate must have provision for jacking the driver and driven equipment in both directions of base plate for alignment. Similarly, provision must be provided for alignment of shaft in vertical plane.
- 8.5.3 Pump manufacturer is to supply base plate along with Foundation bolt & Nut, shims/spacers, "Taper wedge" and the necessary fastener for Pump and Motor with Base plate. Even if Motor is excluded from their scope, necessary fastener for motor foot with base plate will remain in pump scope of supply in order to avoid any problem.
- 8.5.4 Base plate must be provided with a trough, material of which must be compatible to pumping liquid. Leaked liquid collected in trough, can be systematically routed to designated point.
- 8.5.5 Base plate must be stress-relieved for any residual welding stress and certificate to that effect is to be submitted as per inspection requirement.

8.6 Bearings

- 8.6.1 The bearings may be ball, roller or sleeve bearing. The bearings shall be designed to take the necessary radial load as well as the net axial thrust. Bearings shall be lubricated properly and sized for an operating life of 14,000 hours on the basis of maximum load. Bearing lubrication provided shall be such that visual inspection of lubricant level is possible.
- 8.6.2 The bearings shall be of automatic oil lubricated type or sump oil lubricated. Bearing Temperature transmitter shall be provided with local monitoring of the bearing metal temperature. In case, external cooling water is required, flow, pressure, etc. shall be specified.
- 8.6.3 Bearing housings shall be designed such that they can be replaced without removing the pump or motor from its mounting. Supplier shall inform the bearing withdrawal length for suitable selection of coupling. Bearing housings shall be effectively protected against the ingress of water, pumped fluid and dust by suitable nonferrous deflectors.
- 8.6.4 Bearing temperature transmitter shall be provided with local monitoring of the bearing metal temperature of pump. Bearing temperature Transmitter shall provide signals to FGD DCS for continuous monitoring.
- 8.6.5 Lubricating oil will be the responsibility of pump manufacturer. Hence, manufacturer has to make arrangement of first fill of oil at installation, and at commissioning stage. Quantity of oil and its grade is to be indicated in Drawing and Operation Manual.

8.7 Accessories

- 8.7.1 Expansion Joints
- 8.7.1.1 Expansion Rubber expansion Joints shall be provided at suction and discharge of each pump.
- 8.7.2 Pressure Gauges
- 8.7.2.1 Pressure Gauges shall be provided at suction & discharge of each pump. Pressure gauges of class 1.6 or better must be used. Pressure instrument for measurement of

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 12 of 37

steady pressure at varying conditions shall operate in a band centered on 60% of its maximum range. Pressure gauges shall have a dial size of 160 mm.

- 8.7.3 Provision for Vibration Monitoring:
- 8.7.3.1 Suitable provision/pads for mounting vibration sensors shall be provided on pump. Suitable provision for mounting Key phase sensor shall be provided on pump and gearbox shaft or on gearbox and motor coupling. For each bearing there shall be provisions for Two (02) No's of Vibration sensors (X and Y Axis) for vibration measurement. Provisions shall be provided in line with API 670 Vth Edition Standard These provisions shall be covered suitably. Details to be provided along with the offer.
- 8.7.4 Temperature elements:
- 8.7.4.1 Temperature elements wherever provided shall be duplex 4 wire type RTDs.
- 8.7.4.2 All RTD connections along with signal cables shall be terminated to Junction Box. Junction Box shall be provided along with Gear Box & Pump with 20% spare terminals.
- 8.7.4.3 Triple redundancy shall be supplied for parameters concerning the safe operation of the pump, Double redundancy shall be supplied for interlock and alarm signals.

8.8 Pump Control

- 8.8.1 Each pump shall be provided with required instrumentation and electrical accessory devices mounted and connected in a control cabinet.
- 8.8.2 Provisions shall be made for the interface between the local cabinet and the DCS such that the operation of the pumps can be controlled from the control console in the FGD Control room.
- 8.8.2.1 Alarm Signal
- 8.8.2.1.1 Bearing temperature high
- 8.8.2.1.2 Gearbox cooling water flow low (if applicable)
- 8.8.2.1.3 Bearing temperature sensor for alarm when "Bearing Temperature high" shall be supplied by Supplier.
- 8.8.2.1.4 Cooling water flow switch for initiating alarm when "Cooling water flow low" shall be supplied by Supplier (if applicable).

9. General Requirements

- **9.1** Metric unit shall be used in the drawings and any displays on the equipment. Unit of pressure shall be in dual scales of kPa and kg/cm2 (G). For instance, the pressure gauges should have dual unit's indication.
- **9.2** Descriptions in the drawings, documents and in the displays shall be in English.
- **9.3** The equipment shall be designed to withstand the corrosive and moist environment in which these are proposed to operate.
- **9.4** Noise level produced by the rotating equipment shall not exceed 85 dB measured at a distance of 1.0 meters from the source in any direction and 1.5m above operating floor.

Form No.



PRODUCT STANDARD **PUMPS HYDERABAD**

FP60338

Rev No. 03

Page 13 of 37

Predicted sound pressure levels for the pump drive assemblies shall be submitted as part of the proposal data. The overall vibration level shall be as per ISO 10816.

- 9.5
- 9.6 The equipment shall be suitable for stable continuous operation.
- 9.7 Service life: Entire pump except wearing parts shall be designed and fabricated for a minimum service life of 20 years.
- 9.8 Corrosion allowance: Corrosion allowance for entire equipment shall be in accordance with latest applicable international standard ASTM G46 & ASTM G48.
- 9.9 Unless otherwise specified, flanges shall be in accordance with ANSI B16.5 Class 150 or ANSI B16.47 Class 150 or DIN EN 1092-2 PN 10 Class. Counter flanges along with suitable gaskets and fasteners shall be provided for all terminal points.
- 9.10 Name plate: All equipment shall be provided with nameplates indicating the item number and service name. Name plates shall be of 304 Stainless steel plate and placed at a readily visible location. Nameplate of main equipment shall have enough information, which will be confirmed during engineering phase. Stainless steel nameplates for all instruments and valves shall be provided.
- **9.11** Rotation arrows shall be cast in or attached with stainless steel plate on each item of rotation equipment at a readily visible location.
- 9.12 Unless otherwise specified, all equipment items where the weight exceeds 15 kg shall be provided with suitable lifting lugs, ears or ring bolts or tapped holes for lifting rings. Minimum shock factor for lifting lugs shall be minimum 2.0. The position of lifting lugs and reference dimension shall be shown on GA and/or outline drawings. NDT shall be conducted for lifting lugs. When any spreader bars are required for lifting and laydown, the Supplier shall provide spreader bar with equipment.
- 9.13 Equipment shall be fabricated as skid mount design as much as practical to minimize erection at the site.
- **9.14** The position of earth lugs shall be shown on the GA and/or outline drawing.
- **9.15** Foundation bolts shall be provided with double nuts.
- **9.16** Supplier shall provide allowable vibration level on foundation in foundation drawings and general arrangement drawings.
- 9.17 If the driver/driven equipment train is in the resonance condition or any vibration problems occur, the Supplier shall solve the problems in a timely manner.
- 9.18 The Supplier shall have responsibility for vibration control of the equipment train at the site and the unit's satisfactory performance, even if the foundation, driver are provided by the BHEL.
- **9.19** Supplier to quote for the Initial Spare parts (Mandatory Spares) for equipment.
- **9.20** Supplier shall provide the mating flanges with the necessary gaskets.
- **9.21** All the surfaces of the carbon steel should have rust preventive coating durable for at least 18 months for storage from day of shipping.
- **9.22** Supplier to indicate the weights of components for handling.
- 9.23 The list of all Bought out items with makes and country of origin to be mentioned along with offer to be submitted.
- **9.24** Quality Plan to be submitted along with the offer.
- 9.25 Cost towards the participation in discussions/meetings, providing technical assistance during technical discussions/meetings with customer approval

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 14 of 37

drawing/documents etc. TA/DA, boarding and lodging to attend these meetings shall be borne by the Supplier and shall be inclusive in supply portion.

- **9.26** Supplier shall consider MOC for all equipment/component as per best engineering practice, global standard and global references.
- **9.27** The modalities of inspection (Stage, Final, In-process) shall be finalized during detail engineering after submission of quality assurance plan (QAP). It shall be reviewed by BHEL/end customer.
- **9.28** Supplier has to submit the following documents along with inspection call and if any other documents required as per approved QAP.
- 9.28.1 Raw material inspection certificate
- 9.28.2 Internal test reports
- 9.28.3 Statutory certificates as required.
- **9.29** All inspection & testing shall be carried out based on the following documents:
- 9.29.1 Relevant Standards
- 9.29.2 Specifications
- 9.29.3 Approved drawings
- 9.29.4 Data Sheets
- 9.29.5 Calibration certificate for all the measuring instruments
- 9.29.6 Supplier should also coordinate in getting the Material Dispatch clearance certificate and all types of Inspection Certificates from the end customer along with BHEL
- **9.30** Providing shim plates for erection of the pump at site shall be in the scope of Supplier.
- **9.31** During detail engineering, Supplier to strictly adhere to BHEL drawing formats, document numbering, quality plan formats.
- **9.32** The identification and numbering of equipment, systems, items, etc. of supply, as well as of all documents and drawings shall be in accordance with the VGB guideline RDS-PP (Reference Designation System for Power Plants KKS system).
- **9.33** Complete detail engineering drawings, calculations, selection of components etc. shall be reviewed & subject to approval of BHEL/end customer during detail engineering.
- **9.34** Supplier shall furnish necessary inputs & drawings of all equipment in editable Auto CAD/ MS-Word /Excel format.
- **9.35** During detail engineering, successful Supplier shall ensure flow of drawings/documents as per schedule. Any comments from BHEL/end customer should be addressed timely by the Supplier.
- **9.36** Supplier shall submit the signed and stamped copy of all the pages which constitutes this technical enquiry specification signed by authorized signatory and clearly mentioning each clause under following two categories to avoid any ambiguity in scope understanding & the scope division along with technical offer.
- 9.36.1 "Accepted without deviation and considered in scope of work" [or]
- 9.36.2 "Not considered in scope of work"

10. Packing

- **10.1** Packing shall be as per relevant product packing specification.
- 10.2 Cardboard containers shall be enclosed in a solid wooden container
- **10.3** Equipment and process materials shall be packed and semi-knocked down, to the extent possible, to facilitate handling and storage and to protect bearings and other machine

Form No.

PRODUCT STANDARD **PUMPS HYDERABAD**

Rev No. 03

Page 15 of 37

वी एच ई एन

surfaces from oxidation. Each container, box, crate or bundle shall be reinforced with steel strapping in such a manner that breaking of one strap will not cause complete failure of packaging. The packing shall be of best standard to withstand rough handling and to provide suitable protection from tropical weather while in transit and while awaiting erection at the site.

- 10.4 Equipment and materials in wooden cases or crates shall be properly cushioned to withstand the abuse of handling, transportation and storage. Packing shall include preservatives suitable to tropical conditions. All machine surfaces and bearings shall be coated with oxidation preventive compounds. All parts subject to damage when in contact with water shall be coated with suitable grease and wrapped in heavy asphalt or tar impregnated paper.
- **10.5** Crates and packing material used for shipping will become the property of end customer.
- 10.6 Packaging or shipping units shall be designed within the limitations of the unloading facilities of the receiving ports and the ship used. It shall be the Supplier's responsibility to investigate these limitations and to provide suitable packaging and shipping to permit transportation to site.
- 10.7 Packing (tare) shall be part of the equipment cost and shall not be subject to return. The packing should ensure integrity and cohesiveness of each delivery batch of equipment during transportation. In case of equipment assemblies and unit's delivery in the packing of glass, plastics or paper the specification of packing with the material and weight characteristics are to be indicated.
- 10.8 Each package should have the following inscriptions and signs stenciled with an indelible ink legibly and clearly:
- 10.8.1 Destination
- 10.8.2 Package Number
- 10.8.3 Gross and Net Weight
- 10.8.4 Dimensions
- 10.8.5 Lifting places
- 10.8.6 Handling marks and the following delivery marking
- 10.9 Each package or shipping units shall be clearly marked or stenciled on at least two sides as follows.

NAME OF THE PROJECT:	
AREA:	, INDIA
EPC CONTRACTOR: BHARAT HEAVY ELECTRICAL	S LIMITED, INDI

- 10.10 Each case shall contain a packing list in waterproof material or protected by shellac or varnish to prevent obliteration in transit, showing the detailed contents of the package. When any technical documents are supplied together with the shipment of materials no single package shall contain more than one set of such documents. Shipping papers shall clearly indicate in which packages the technical documents are contained.
- 10.11 The case number shall be written in the form of a fraction, the numerator of which is the serial number of the case and the denominator the total number of case in which a complete unit of equipment is packed.
- 10.12 Wherever necessary besides usual inscriptions the cases shall bear special indication such as "Top", "Do not turn over", "Care", "Keep Dry" etc. as well as indication of

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 16 of 37

the center of gravity (with red vertical lines) and places for attaching slings (with chain marks)

- **10.13** Marking for Safe handling: To ensure safe handling, packing case shall be marked to show the following:
- 10.13.1 Upright position
- 10.13.2 Sling position and center of Gravity position
- 10.13.3 Storage category
- 10.13.4 Fragile components (to be marked properly with a clear warning for safe handling)

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 17 of 37

11. Supervision of Erection and Commissioning

- 11.1 The erection of Recirculation Pumps will be done by owner as per Erection & commissioning Manual and check List. However, the Supplier shall make one visit per RC pump for the supervision of erection, pre-commissioning & post-commissioning check-up, start-up, testing and trial runs of all the items covered under the scope of supply.
- 11.2 There will be one visit per RC pump. Supplier shall include 10 working days per visit. Per day cost of visit shall be furnished separately. This shall be considered for evaluation of offer. Separate service order shall be issued for each visit.
- 11.3 TA/DA, boarding and lodging shall be borne by the Supplier.

12. Exclusions

The following shall be exclusions in the scope:

- **12.1** Supply of main drive Motor.
- 12.2 Civil foundations.
- **12.3** Vibration monitoring system including sensors.
- **12.4** Gear box and connecting couplings.

13. Inspection and Testing

13.1 Minimum Testing requirements to be considered are as below:

- 13.1.1 Hydrostatic test is to be conducted at 150 % of design pressure for duration of 30 minutes at ambient temperature.
- 13.1.2 Impeller and rotor shall be first statically balanced and then dynamically balanced according to ISO 1940 (in the case of impellers this shall be done before and after mounting of the service rotor shaft).
- 13.1.3 Vibration levels measured on the non-rotating parts shall not exceed the zone limit "B" as defined in ISO 10816 at steady conditions and shall not exceed the zone limit "C" as defined in ISO 10816 at transient conditions.
- 13.1.4 List of Non-Destructive test over and above the material test are as follows:
- 13.1.4.1 Casing: Material test, Magnetic particle (MPI), DP and Hydro test as applicable
- 13.1.4.2 Impeller- DPT and MPI as applicable
- 13.1.4.3 Shaft- Ultrasonic (UT), DPT and MPI
- 13.1.4.4 Sleeve- DP and Hardness test/ Manufacturer's recommendation
- 13.1.4.5 Mechanical Seal- Manufacturer's recommendation.
- 13.1.4.6 Base Plate- Stress relieving of weld if applicable.
- 13.1.4.7 Replaceable Rubber liner- Shore Hardness, Class and Type certificate
- 13.1.5 Once mounting is finished, performance test will be conducted on each pump to determine the characteristic curves. The mechanical running & performance testing shall be performed & witnessed.
- 13.1.6 NPSH Test, Vibration test and Noise level test shall be witnessed at shop.
- 13.1.7 For surfaces with rubber lining Welding shall be visually inspected to verify the absence of rough area and unacceptable transition between surfaces which prevent

Form No.

वी एच ई एल HYDERABAD

PRODUCT STANDARD PUMPS HYDERABAD

Rev No. 03

Page 18 of 37

the adequate adherence of rubber. The acceptance criteria shall be as per latest standard.

- 13.1.8 For surfaces with rubber lining, degree of cleaning shall be visually checked before the application of the coating. There must be no area with oxidation, dirt or partially or generalized corrosion defects.
- 13.1.9 Test certificates shall be issued for each lot of raw material used in the coating, corresponding to specific weight and traction resistance.
- 13.1.10 For surfaces with rubber lining, adherence test shall be conducted on production samples. Adherence test shall be conducted on the actual surface through hammering. In order to verify the absence of air packets (or) surface without adherence.
- 13.1.11 For surfaces with rubber lining, Coating thickness shall be checked at 100%. A High voltage porosity test will be conducted on 100 % of the coated surface.

13.2 General Inspection requirements to be considered are as below:

- 13.2.1 Supplier shall furnish written copies of shop production, fabrication and quality test procedures and drawings to be used for review by BHEL/end customer prior to manufacture. Inspection of above mentioned tests by BHEL representative at Supplier's works is envisaged.
- 13.2.2 The Supplier shall furnish performance test procedure along with standard. The test procedure shall be submitted for approval by BHEL.
- 13.2.3 Out of total Recirculation Pumps, One Number of Recirculation Pump will be inspected at the Supplier's works before dispatch or where the test facilities are available.
- 13.2.4 The Supplier shall conduct performance test for the remaining pumps and submit the reports.
- 13.2.5 A dynamic balancing certificates stating that the impeller has been balanced dynamically shall be sent to BHEL within one (1) week of the successful completion of balancing.
- 13.2.6 Acceptance tolerance of actual versus guaranteed performance for capacity, head, efficiency and power absorbed shall be as per applicable standard.
- 13.2.7 Vibration levels shall be measured during shop running/performance tests.
- 13.2.8 Contract shaft seals shall be used during shop tests, unless the seal design is unsuitable for the shop-test condition.
- 13.2.9 Recirculation pumps shall not be released for shipment, until shop tests data and performance tests curves have been approved by BHEL/end customer.
- 13.2.10 Supplier should furnish performance guarantee as per applicable standard, guarantee for the design, manufacture, material and safe operation of the equipment.
- 13.2.11 BHEL shall witness the test at Supplier's works and a notice of minimum three (3) weeks shall be given for attending the inspection.
- 13.2.12 Supplier to arrange all calibrated gauges, Instruments during inspection.
- 13.2.13 Mechanical running and the performance test shall be carried out. Supplier to inform in advance the Motor rating for the shop test and inspection.
- 13.2.14 The performance test may be carried out using water at shop and shall be converted to the design condition.

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 19 of 37

14. Painting

The paint schedule is not yet specified by end customer, this will be specified shortly during execution of the project.

15. Spares, Tools & Tackles

15.1 Start-up & Commissioning Spares

Start-up & Commissioning Spares shall be part of the main supply of the Recirculation pumps. Start-up & commissioning spares are those spares which may be required during the start- up and commissioning of the equipment/system. Supplier shall provide an adequate stock of such start up and commissioning spares for the equipment erection and commissioning. The spares must be available at site before the equipment is energized. These start-up & commissioning spare part list shall not be included in "Initial Spare Parts List".

15.2 Recommended Spares

Suppliers shall also furnish the recommended spares list along with the offer. Supplier shall provide a "Recommended Spare Parts List" which shall comprise of all items of the Initial Spare Parts List as well as other spares required for long term routine/planned and breakdown maintenance. Supplier shall indicate all details for each item of aforesaid Recommended Spare Parts List, such as Supplier's/ Original equipment manufacturers (OEM's) name and location, drawings, normal delivery period, quantity, service life, Supplier's/OEM's serial numbers and price etc. The format and content of the final spare parts list shall be agreed in the basic/detailed engineering phase. Then the final spare parts list shall be submitted by the Supplier to BHEL for approval not later than eighteen (18) months prior to the Scheduled Commercial Operation Date (COD) of the 1st Unit. The Supplier shall name OEM/ three (3) vendors with complete address for each of the spare parts.

Supplier shall quote for the "Recommended Spare Parts List", however it shall not be considered for L1 evaluation, but these spares items shall remain available for order anytime during the first two (2) years commencing from COD of first unit, at the initial unit prices quoted in the offer as adjusted pursuant to the indexation mechanism approved by end customer. However, the end customer shall have the freedom to decide at its sole discretion to purchase spare parts either from OEM (according to quoted unit price as stated above) or directly from sub-vendors or from any other source.

15.3 Mandatory Spares:

Supplier to quote for below mentioned mandatory spares with break up price.

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 20 of 37

15.3.1 Impeller assembly - 4 no

15.3.2 Casing liners-If applicable – 1 no.

15.3.3 Seals - 4 nos

15.3.4 Bearings - 2 nos

15.3.5 Complete Casing-1 no

15.3.6 Pressure gauge- 1 no. of each type

15.3.7 Temp Transmitter- 1 no. of each type

Supplier shall quote for the "Mandatory Spares Part List", and it will be considered for L1 evaluation. Mandatory spare parts items shall not be mixed with the supply of the main equipment parts. Spares shall be sent in pre-decided lots in containers/secure boxes, distinctly marked in red color with boldly written "S" mark on each face of the containers. The packing shall be sufficient for a minimum of 10 years storage in a dry weatherproof building.

All spares shall be strictly inter-changeable with the pump parts. All the mandatory spares shall have same specification and quality plan.

15.4 Special Tools & Tackles

Any special tools & tackles required for disassembly, assembly or maintaining the pumps, shall be included in the quotation and furnished as part of the initial supply of the machine. List of special tools & tackles shall be decided by Supplier as per his proven practice. They shall be packaged in separate boxes with lugs and marked as "Special Tools". Moreover, levers and eyebolts for the removal of parts to be serviced shall be included in the supply of each individual equipment.

Form No.

बी एच ई एल HYDERABAD

PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 21 of 37

16. Performance Guarantee

All performance tests for Recirculation pumps shall be carried out in accordance with any latest international codes/standards.

- **16.1** Supplier shall furnish Performance guarantee for the design, manufacture, material, safe and trouble-free operation of the Recirculation pump and its accessories.
- **16.2** Capacity and its associated head of the pump to be guaranteed.
- 16.3 The Supplier shall ensure a design of the equipment to achieve an average target availability of 90%.
- **16.4** All the wear parts of the pump shall be guaranteed for a minimum wear life of not less than 14000 hrs.
- **16.5** Scheduled Maintenance (Minor Overhauls): Recommended intervals between maintenance outages shall be >25000 hours operation.
- **16.6** Scheduled Maintenance (Major Overhauls): Recommended intervals between maintenance outages shall be >75000 hours operation.
- Noise level-≤85 dB (A) at 1m horizontal distance from equipment/enclosures and 1.5m above operating floor is to be guaranteed.
- 16.8 Vibration levels measured on the non-rotating parts shall not exceed the zone limit "B" as defined in ISO 10816 at steady conditions and shall not exceed the zone limit "C" as defined in ISO 10816 at transient conditions.
- **16.9** Acceptance tests to be carried out as per the procedure defined by the Supplier which shall be submitted for BHEL/end customer approval.
- **16.10** In the event of unsuccessful performance test, Supplier shall take necessary remedial action at his cost and the performance test shall be repeated.

17. Bid Evaluation Criteria for Power Consumption

17.1 Power Guarantee

Supplier to specify the guaranteed Shaft power per Pump operating at the duty point in their offer

17.2 Bid evaluation criteria for power consumption:

Power consumption quoted by Supplier shall be limited to the ceiling value specified below.

Ceiling value for Shaft power of Recirculation pump (refer variant table)

In case, Guaranteed Shaft power offered by the Supplier exceeds the ceiling value specified above, his bid price will be loaded for excess power consumption as per the formula given below.

Adjustment factor for excess power consumption in $USD = (GPC-CV) \times PL \times No$'s of Working pumps (as per variant table)

GPC- Guaranteed Shaft Power Consumption quoted by Supplier in KW

CV- Ceiling Value for Shaft Power Consumption

PL- Power Loading @ Rs.4,70,72,094/- for every 0.01% increase from the least of the power guarantees as per clause 6.6.3.4

Exchange rate as applicable on price bid opening date will be considered.

No Price advantage apart from NIL Power Loading will be given if Guaranteed Power consumption offered is less than the ceiling value.

Rev

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 22 of 37

18. Liquidated Damages for Power Consumption

If actual shaft Power Consumption during prove out (or) PG Test operating at the duty point exceeds the value guaranteed by the Supplier, liquidated damages for shortfall in performance shall be deducted from contract price as per the formula given below Liquidated damage deductible in USD per pump = (GPC-APC) X P X No's of Working pumps (as per variant table), where

- GPC- Guaranteed Shaft Power Consumption quoted by Supplier in KW
- APC- Actual Shaft Power Consumption in KW
- P- Penalty @ Rs.4,70,72,094/- for every 0.01% increase from the least of the power guarantees as per clause 6.6.3.4

19. Warranty

- 19.1 The warranty period shall begin on the date of taking over by end customer or date of issuance of the provisional acceptance certificate for the unit (whichever occurs first) and shall end after twenty-four (24) months. Provided that the successful Supplier shall extend the provisions of this warranty to cover all repaired and replacement parts furnished under the warranty obligations hereunder, subject to the warranty period for the same being for a period of 24 months from the date on which replacement or renewal work is completed.
- 19.2 In case of failure of the equipment to meet the guarantee, BHEL/end customer reserves the right to reject the equipment. However, BHEL/end customer reserves the right to use the equipment until new equipment supplied by Supplier meets the guaranteed requirement.

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 23 of 37

20. First fill of Consumables

- 20.1 Supplier's scope shall also include supply and filling of all consumable items for operation up to COD including top up requirements at the time of issuance of PAC/declaration of COD. All lubricants proposed for the plant operation shall be suitable for all operating and environmental conditions that will be met on site consistent with good maintenance procedures as instructed in the maintenance manuals.
- 20.2 Detailed specifications for the lubricating oil, grease, other consumables if any, including items qualities and quantities required per month of the plant operation shall be furnished. On completion of erection, complete list of bearings/equipment giving their location and identification marks shall be furnished to end customer along with lubrication requirements. For each type and grade of lubricant recommended, Supplier shall list at least three equivalent lubricants manufactured by alternative companies.

21. Conflict

Supplier's equipment shall be designed for and shall meet the service, performance and minimum level of quality requirements specified. Supplier shall be solely responsible for advising end customer in writing of any conflicts between the specifications and Supplier's design, including performance and levels of quality. Supplier agrees that its obligations, liabilities and warranties shall not be diminished or extinguished due to its meeting the requirements of the Specification.



Form No.



PRODUCT STANDARD **PUMPS HYDERABAD**

FP60338

Rev No. 03

Page 24 of 37

22. Documentation

22.1 Documents to be submitted along with the offer

The Supplier shall submit all documents, drawings, diagrams and all such information, which are necessary to fully understand the offer for techno – commercial evaluation. The following information shall be furnished along with duly filled-in Technical Data sheets at Annexure I and guarantee schedule furnished at Annexure-II.

- Sectional Assembly, P&ID diagram 22.1.1
- 22.1.2 Performance curve
- 22.1.3 Terminal point details.
- 22.1.4 General Arrangement with civil loads and pocket details.
- 22.1.5 Rotor GD2 (kg-m2)
- 22.1.6 Torque Vs Speed curve
- 22.1.7 Calculation of Motor rating, Bearing capacity and coupling selection.
- 22.1.8 Bill of material along with ASTM or its equivalent materials.
- 22.1.9 Overall space and headroom requirement during Erection, maintenance of pump.
- 22.1.10 Erection, Operation & Maintenance manual with lubrication schedule
- 22.1.11 Procedure for shop / site performance tests
- 22.1.12 Time schedule for delivery.
- 22.1.13 Quality Assurance Plan.
- 22.1.14 Make of all bought out items.
- 22.1.15 Deviation list
- 22.1.16 Spares list.
- 22.1.17 Hoist / Crane requirement.
- 22.1.18 Reference list of similar projects executed.
- 22.1.19 List of proposed makes and vendors
- 22.1.20 Training program and schedule for BHEL & customer personnel
- 22.1.21 Equipment maintenance schedules

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 25 of 37

22.2 Documents to be submitted after award of contract

The Successful Supplier shall submit necessary data, documents and drawings for review, approval with requirements specified here under. However as minimum the following shall be submitted.

- 22.2.1 Duly filled technical datasheet.
- 22.2.2 General arrangement drawings indicating dimension and civil loading details.
- 22.2.3 Motor Data.
- 22.2.4 Recommended repair procedure etc.
- 22.2.5 Operation and maintenance manuals.
- 22.2.6 Assembly & Dis-assembly sequence shall be submitted as a separate document prior to the submission of the Operation and Maintenance Manual.
- 22.2.7 Erection schedule and component list.
- 22.2.8 Successful Supplier shall submit Calculation for HT Motor power requirement for sizing HT Motor within 2 weeks from the date of ordering.
- 22.2.9 The following performance curves of the pump shall be submitted:
- 22.2.9.1 Flow v/s Head
- 22.2.9.2 Flow v/s NPSH
- 22.2.9.3 Flow v/s Efficiency
- 22.2.9.4 Flow v/s power consumption
- 22.2.9.5 Torque vs. speed curve for Motor selection
- 22.2.10 The system-resistance point at different loads shall be indicated in the above performance curves.

Drawings that are reviewed will be returned to Supplier with a transmittal letter with any comments and / or questions marked on the drawings or noted in the letter. All comments and questions must be resolved before a resubmission of drawings / documents. BHEL reserves the right to return drawings unprocessed to Supplier if there exists any evidence that Supplier has not acknowledged all comments and questions.

All necessary GA drawings, sections, sub-assembly drawings, specifications of main and sub components and necessary set of operation & maintenance manual as asked by BHEL/end customer must be furnished by Supplier in soft and hard copy forms. For all documents softcopy format shall be searchable pdf, however in addition all drawings, diagrams like P&IDS shall be supplied in ACAD or other editable format and all lists in Excel format. Further break up of technical documents will be discussed during finalization of the purchase contract.

Unless agreed otherwise, Ten (10) hard copies and five (05) sets of electronic copies of all documents are to be submitted in the English language. Electronic Copies shall be submitted in primary original data format (e.g. DOC, XLS, DWG) as well as in a printable non-proprietary document format (e.g. PDF). P&IDs & drawings shall be submitted as DWG files and PDF files. Supplier to ensure submission of hard copies as per end customer requirement for all engineering drg/doc and for all subsequent revisions along with a soft copy through email to concerned project team. All the engineering related information shall be furnished in soft form to BHEL.

Form No.

वी एच ई एन HYDERABAD

PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 26 of 37

Variant Table

S.NO	ITEM DESCRIPTION	QUANTITY	UNIT	MATERIAL CODE	VAR. No
1	IMPELLER ASSEMBLY	4 No. of each type and Size	EA	FP9760338025	Var. 02
2	COMPLETE CASING	1 No. of each type and Size	EA	FP9760338033	Var. 03
3	CASING LINERS (Where Replaceable liners are provided)	1 Set	SET	FP9760338041	Var. 04
4	SEALS	4 Set of each type and Size	SET	FP9760338050	Var. 05
5	BEARINGS	2 No, of each type and Size	SET	FP9760338068	Var. 06
6	ALL TYPE OF TRANSMITTERS INCLUDING SENSORS.	10% OR 1 NO. OF EACH TYPE AND MODEL WHICHEVER IS MORE.	SET	FP9760338092	Var. 09
7	RTD'S* OF EACH TYPE AND LENGTH(WITH HEAD ASSEMBLY, TERMINAL BLOCK & NIPPLE)	10% OR 2 NOS. OF EACH TYPE AND LENGTH, WHICHEVER IS MORE	SET	FP9760338106	Var. 10
8	THERMOCOUPLES OF EACH TYPE LIKE K-TYPE, R-TYPE, METAL ETC. * (WITH HEAD ASSEMBLY, TERMINAL BLOCK & NIPPLE)	10% OR 2 NOS. OF EACH TYPE AND LENGTH WHICHEVER IS MORE	SET	FP9760338114	Var. 11
9	TEMPERATURE TRANSMITTERS	TRANSMITTERS,10% OR 1 NO. OF EACH TYPE	SET	FP9760338122	Var. 12
10	LOCAL INDICATORS LIKE TEMPERATURE GAUGES, PRESSURE GAUGES, DIFFERENTIAL PRESSURE GAUGES, FLOW GAUGES, FLOW METERS ETC.,	5% OR 1 NO. OF EACH MAKE, MODEL AND TYPE WHICHEVER IS MORE (TO BE DIVIDED TO VARIOUS RANGES IN PROPORTION TO MAIN OF ALL MAKE, MODEL, TYPE POPULATION)	SET	FP9760338130	Var. 13

वी एच

Form No.

PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 27 of 37

Note to supplier regarding mandatory spares:

- 1. Supplier shall clearly indicate with a P&ID, drawings, various instruments used in the scope of supply and the highlight the mandatory spares diagrammatically to avoid any ambiguity. Supplier shall contact the purchaser in case of ambiguity, prior to submitting the offer. Revision/ Alteration after bid submissions shall not be considered.
- 2. Casing liners shall be a complete replacement of liners in the supplied pump, if applicable.
- 3. Set of seals shall include Mechanical seal, oil seals, wear rings at impeller location, oil thrower & oil guards in the entire scope of supply.
- 4. Set of Transmitters along with accessories shall include all the transmitters and its accessories where ever used in the entire scope of supply.
- 5. Temperature elements with Thermowell shall include all temperature elements where ever used in the entire scope of supply.
- 6. Local gauges along with accessories shall include all local gauges where ever used in the entire scope of supply.

The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED.

COPYRIGHT AND CONFIDENTIAL

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 28 of 37

23. ANNEXURES

23.1 Annexure-1, Technical Data Sheet

S.No	Description			Data
1	GENERAL			
	a. Client		:	Indicated in variant table.
	b. Project		:	do
	c. End Customer		:	do
	d. Location		:	do
	e. Service		:	do
	f. Installation		:	do
	g. No of pumps for each unit		:	do
	h. No of stand-by pumps per unit		:	do
	i. Total number of pumps		:	do
2	MANUFACTURER DETAILS			
	a. Model		:	*
	b. Type		:	Centrifugal (non- Clogging)
	c. Type of Driver		:	Motor with Gearbox
3	OPERATING CONDITION			
	a. Medium to be handled		:	Indicated in variant table.
	b. Maximum solid particle size		:	do
	c. Normal solid particle size, d 50		:	do
	d. Concentration of chloride		:	do
	e. Viscosity of slurry		:	do
	f. Concentration of slurry		:	do
	g. Specific gravity of slurry		:	do
	h. pH of slurry		:	do
4	PERFORMANCE DATA			
	a. Capacity	m³/hr	:	*
	b. Head	М	:	*
	c. Pump efficiency	%	:	*
	d. BKW Normal / Maximum	KW	:	*
	e. Motor rating	KW	:	*
	f. Motor Speed	rpm	:	*
	g. Gear box Loss	%	:	*
	h. Differential pressure (inclusive of losses)	Kg/cm2	:	*
	i. Speed Maximum/ Normal/Minimum	rpm	:	*
	j. Noise level	dB(A)	:	*
	k. Performance curve			*

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

F	P	6	N	3	3	8
T,	1	v	v	J	J	O

Rev No. 03

Page 29 of 37

5	CONSTRUCTION DATA					
	a. Manufacturer		:			
	b. Model No.		:	*		
	c. Suction Rating / Size		:	*		
	d. Discharge Rating / Size		:	*		
	e. Type of rotor		:	*		
	f. Size of rotor Dia	mm	:	*		
	g. Journal bearing: Type / Size:		:	*		
	h. Thrust bearing: Type / Size:		:	*		
	i. Bearing cooling required		:	Yes / No - Supplier to confirm		
	j. Cooling water required		:	Supplier to confirm the quantity		
	k. Type of drive		:	With Gearbox		
	I. Shaft seal		:	Mechanical		
	m. Size / Code		:	*		
	n. Type of coupling (if applicable)		:	*		
	o. Service factor		:	*		
	p. GD ² at drive shaft end		:	*		
	q. Rotation viewed from coupling end	d	:	Clock wise / Counter clock wise		
	r. Coupling type (if applicable)		:	Yes / No - Supplier to confirm		
	s. Coupling make(if applicable)		:	*		
	t. Base plate for pump		:	Yes / No - Supplier to confirm		
	u. Total weight	kg	:	*		
	v. Maximum Erection weight	kg	:	*		
6	MATERIALS					
	a. Casing		:	*		
	b. Impeller		:	*		
	c. Shaft		:	*		
	d. Shaft Seal		:	*		
	e. Base frame		:	*		

TD-1 Rev No

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.

COPYRIGHT AND CONFIDENTIAL

Form No.



PRODUCT STANDARD **PUMPS HYDERABAD**

FP60338

Rev No. 03

Page 30 of 37

7	INSPECTION AND TESTING						
	a. Material Test certificates required for : Casing,		[R] [O]				
	Impeller, shaft, shaft sleeve						
	b. DPT & MPI Test for impeller as applicable	:	[R] [O]				
	c. Ultrasonic & Liquid penetrant test for shaft	:	[R] [O]				
	d. Dimensional & visual inspection	:	[R] [W]				
	e. Mechanical running test for 4 hrs.	:	[R] [W]				
	f. Vibration test at rated speed	:	[R] [W]				
	g. Performance test	:	[R] [W]				
	h. Balancing test of Impeller	:	[R] [O]				
	i. Noise level test	:	[R] [W]				
	j. NPSH Test		[R] [W]				
	k. Hydrostatic Test	:	[R] [W]				
	[R]: Required, [W]: Witnessed by BHEL/ end customer, [O]: Observed						
*: Supplier to provide							

SIGNATURE OF SUPPLIER	
NAME	
DESIGNATION	

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 31 of 37

23.2 Annexure-2, Schedule of guarantees

S.No	Description			Data
1.	Rated capacity of pump	m³/hr	:	
2.	Total head at design capacity	m	:	
3.	Guaranteed shaft power consumption at rated capacity & head	kW	:	
4.	Noise level at a distance of 1.0 meter from the equipment at site and 1.5 m above operating floor	dB(A)	:	
5.	Maximum vibration (peak to peak amplitude at site)	microns	:	
6.	Equipment Availability (%)		:	
7.	Pump Efficiency (%)		:	
8.	Life of Pump wear parts including, Casing liners, bearing etc	Hours	:	≥14000 hours operation
9.	Scheduled Maintenance (Minor Overhauls): Recommended intervals between maintenance outages	hours	:	>25000 hours operation.
10.	Scheduled Maintenance (Major Overhauls): Recommended intervals between maintenance outages shall be	hours	:	>75000 hours operation.

SIGNATURE OF SUPPLIER	
NAME	
DESIGNATION	

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

F	P	6	0	3	3	8
_	_	v	v	\sim	\sim	v

Rev No. 03

Page 32 of 37

23.3 Annexure-3, Reference list (at least two power plant details)

S.No	Project Name, Customer & Plant capacity	Coal fired Yes/No	Wet Limestone Based FGD Yes/No	Model	Capacity m ³ /hr.	Head m	Speed rpm	Year of Commissioning	Qty
1									
2									
3									

SIGNATURE OF SUPPLIER	
NAME	
DESIGNATION	

COPYRIGHT AND CONFIDENTIAL
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.

TD-106	ev No. 00
Η	Re

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP	6	0	3	3	8
----	---	---	---	---	---

Rev No. 03

Page 33 of 37

23.4 Annexure-4, List of Deviations

S.No	Clause No	Page No	Description of Deviation

SIGNATURE OF SUPPLIER	
NAME	
DESIGNATION	

COPYRIGHT AND CONFIDENTIAL

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.

TD-106 Rev No. 00

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.

COPYRIGHT AND CONFIDENTIAL

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP	6	0	3	3	8
	v	v	\sim	\sim	$\mathbf{\cdot}$

Rev No. 03

Page 34 of 37

23.5 Annexure-5

23.5.1 Documents to be submitted along with offer

S.No.	Description	No of copies With proposal
1.	Duly signed Specification	1
2.	Price Sheet	1
3.	Anchor Plan & Civil foundation Loading details	1
4.	Data Sheet	1
5.	Performance curve, Motor T-S curve	1
6.	Pro-forma Packing List	1
7.	Manufacturing Time	1
8.	Approximate weight of each skid	1
9.	Reference plant details	1
10.	Required Electric power & other Utility List	1
11.	Deviation List	1
12.	General Assembly Drawing	1
13.	Pump and Motor Sizing Calculation	1
14.	Cross-sectional Drawing	1
15.	Sub-Vendor List	1
16.	Scope of Supply	1
17.	Quality Plan	1
18.	Spare List (Mandatory, Recommended)	1
19.	Start-up & Commissioning Spares	1
20.	List of Special Tools	1
21.	Delivery Schedule	1
22.	Test Arrangement & Test procedure	1
23.	Hoist/Crane requirement	1
24.	P & I Diagram	1
25.	Catalogue	1
26.		

SIGNATURE OF SUPPLIER	
NAME	
DESIGNATION	

TD-106 Rev No. 00

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.

COPYRIGHT AND CONFIDENTIAL

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 35 of 37

23.5.2 Documents to be submitted after award of contract

No of copies Delivery Time After award S.No. Description of contract 1 2 weeks after contract 1. **Utility Consumption** 2. Foundation Data including Anchor plan 1 2 weeks after contract 2 3. Performance curve 2 weeks after contract 4. General arrangement drawing 1 1 month after contract Cross section detail drawing 1 month after contract 5. 1 6. Data Sheet 1 2 weeks after contract 7. Lubricating oil list 1 2 months after contract 1 8. Special tools list 2 months after contract 9. Installation and assembly procedure 4 months after contract 1 Inspection and Test Procedure 10. 1 1 month after contract Inspection & Test record In 2 weeks after test 11. 1 12. **Inspection Certificate** In 2 weeks after test 1 Sub vendors List 13. 2 weeks after contract 14. Manufacturing Schedule 1 2 weeks after contract 15. Progress report 1 Every month 1 16. Pro-forma Packing List 2 months prior to shipping 2 months after contract 17. Approximate weight of pump 1 2 18. Required Electric power 2 weeks after contract Pump and Motor Sizing Calculation 1 19. 2 weeks after contract Material Test Certificates 2 20. In 2 weeks after test 21. Pre Commissioning Check List 2 4 months after contract 22. Scope of Supply 2 2 weeks after contract Quality Plan 4 23. 1 month after contract 4 months after contract 24. Operation and Maintenance Manual Hardcopies and soft copies as mentioned 25. Spare List (Mandatory, Recommended) 1 month after contract 26. Start-up & Commissioning Spares 2 1 month after contract

TD-106 Rev No. 00

Form No.



PRODUCT STANDARD PUMPS HYDERABAD

FP60338

Rev No. 03

Page 36 of 37

S.No.	Description	No of copies After award of contract	Delivery Time
27.	List of Special Tools	1	1 month after contract
28.	Delivery Schedule	1	2 weeks after contract
29.	Test Arrangement & Test procedure	2	1 month after contract
30.	T-S curve	2	2 weeks after contract
31.	P & I Diagram	2	2 weeks after contract
32.	Catalogue	2	2 weeks after contract

SIGNATURE OF SUPPLIER	
NAME	
DESIGNATION	

COPYRIGHT AND CONFIDENTIAL
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.

FP60338 PRODUCT STANDARD TD-106-3 Rev No. Rev No. 03 Form No. **PUMPS HYDERABAD** Page 37 of 37 **RECORD OF REVISIONS** Revised by Rev. No. Date **Revision Details** Approved By Clause 7.11, 8.1.5, 8.2.1, 8.4.7 01 15.02.2022 SK JD and 9.8 are modified. The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED, 02 31-03-23 Variant Details Updated JD **SURESH** It must not be used directly or indirectly in any way detrimental to the interest of the company. 03 10-10-23 Project related detail updated **BVR SURESH** COPYRIGHT AND CONFIDENTIAL



(Attachment to Enquiry No. XXXXXXXXXX Due on Date XX.XX.XXXX for submission by 11.00 hrs to open from 14.00 hrs.) INSTRUCTIONS TO BIDDER (ITB) NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations, if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non deviatable clauses are indicated as 'NON DEVIATABLE". **BIDDER DEVIATIONS** / No. DETAILED TERMS & CONDITIONS RESPONSE COMMENT (YES/NO) SCOPE OF SUPPLY: Signed & Sealed offers are invited for the Scope of Supply of goods or services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer. **DEFINITIONS** The Buyer' means BHEL-HPEP, Ramachandrapuram, Hyderabad-502 032 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the companies Act having its registered office at BHEL House, Siri fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL. The Bidder' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the bidder's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or bidder. 'Contract' shall mean and include the Purchase order incorporating various documents viz., Notice Inviting Tender (NIT), Offer, Letter Of Intent/Acceptance (LOI/LOA), Instruction to Bidders (ITB) and Special Conditions of Contract (SCC), specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any, enclosed by Bidder/ provided by the Buyer or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract. In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, _OI/LOA followed by Minutes Of Meeting (MOM), NIT, SCC, ITB. 'Parties to the contract' shall mean the bidder and the buyer as named in the main body of the Purchase Order. Goods/Material' shall include Works and Services which are incidental or consequential to supply **GENERAL INSTRUCTIONS:** Non Deviatable Mode of submission of offer shall be as indicated in SCC The quotation should be neatly typed and free from over writing/ erasures. Any correction or Non Deviatable addition must be authenticated. The offer including annexures and brochures should be submitted in English / Hindi. All Pages of Techno Commercial Bids (Main Pages), ITB, SCC should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final. Prices shall be quoted both in figures and words. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status. Any discount / revised offer / bids submitted by a bidder on his 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. Incomplete offers are liable for rejection. Non Deviatable Bidders to please note that the Terms & conditions contained in this document and SCC are to Non Deviatable be read fully before submission of quotations. Bidders are advised to comply with ITB and SCC, should there be any deviations (where Non Deviatable deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers or load the bid suitably for evaluation. Offers shall be submitted directly, only by the bidder or by their authorized representative / agent Non Deviatable and the offer should be in line with the regulatory guidelines (i.e. A valid Agency agreement between principal bidder and agent / representative shall be attached and the agreement shall cover the scope of services rendered by Agent, Agency Commission and any other information called for as per the regulatory guidelines). OEM / Mill details shall be provided if bidder is not a manufacturer. Bid envelops shall bear the name of Bidder. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from bidder name. Offer received after the specified time and date of submission will be rejected. No further Non Deviatable correspondence shall be entertained. Unsolicited offers will not be considered. Non Deviatable OTHER PARTICULARS (Please indicate applicable data) Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase). Name of the Port of loading and Port of Discharge (applicable to imports).



BID SUBMISSION PROCEDURE FOR CONVENTIONAL TENDER: For Single Part Bids:	
The complete bid shall be submitted in a single sealed cover superscribing the Tender number and due date, addressed to Sr DGM/CMM, Vendor Complex, BHEL, Hyderabad and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. E- mail bids shall be sent to mail ID pricebid_hyd@bhel.in only as an attachment.	Non Deviatable
For two-Part Bids:	
The offer is to be submitted in two parts viz., Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., Earnest Money Deposit (EMD)(wherever applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission, duties, taxes and other charges, Signed and Stamped ITB and SCC, except the price, shall be kept in a separate sealed cover, superscribing enquiry No. (Techno-Commercial Bid) and due date AND Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover superscribing Enquiry no. (Price bid) & due date.	Non Deviatable
Both the above covers (Part –I & II) shall be kept in a Third cover superscribing Enquiry no. & due date.	
Bidder can also submit offer through email. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in, and price bid to be submitted to mail ID pricebid_hyd@bhel.in only as an attachment. Interchanging the information in the mails may lead to rejection of the offer. Bidder shall have no claim on e-mail offers sent to any other e-mail ID.	
In case of e-mail offers, the mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection.	
All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.	
The bidders whose bids are techno commercially not accepted will be informed and EMD shall be returned wherever submitted.	
Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL, warrant changes in prices.	Non Deviatable
Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening. Only the price bids of bidder (in case of two part bid) whose techno commercial bids are accepted will be opened later on a specified date.	Non Deviatable
DELIVERY TERMS	
Indigenous Purchase	
a. Terms of Delivery for dispatches to BHEL Hyderabad (HPEP) shall be FOR Destination.	
b. Terms of Delivery for Direct Dispatch (DD) items shall be Ex Works. i. Incase specified in SCC that insurance is in customer/BHEL scope, price quoted shall include Freight charges up to Destination. ii. Otherwise, price quoted shall include Freight and Insurance upto Destination. However, beneficiary for insurance shall be BHEL.	
Imports	
The goods shall be delivered on FCA capital airport basis in case of freight by Air and CIP basis in case of freight by Sea.	
Documentation for Payment	1
Indigenous Purchase	
Following documents shall be submitted immediately on dispatch of material to BHEL HPEP / Site a. Original Tax Invoice (Refer ITB clause no 11 for Tax Compliance) b. Packing List - clearly showing number of packages, gross weight and net weight. c. Test/Warranty/Guarantee certificates, O&M Manual (If specified in SCC) d. Insurance intimation/declaration certificate e. Pre-dispatch Inspection report /Third Party Inspection Certificates. f. Consignee copy of LR signed & stamped by Customer/Site representative for DD Items g. e-waybill h. Any other documents as specified in SCC. Softcopies of the above documents shall be uploaded in Pradan portal https://hpep.bhel.com/mm immediately after dispatch of the material.	Non Deviatable
	For Single Part Bitas: The complete bid shall be submitted in a single sealed cover superscribing the Tender number and due date, addressed to Sr DGMCMM. Vendor Complex, BHEL, hyderabad and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. E mail bids shall be sent to mail ID pricebid. Pyd@bel.in only as an attachment. For two-Part Bids: The offer is to be submitted in two parts viz., Techno-commercial Bid : (Part-I), with all technical specification & scope including bill of material etc., Earnest Money Deposit (EMD)(wherever applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission, duties, taxes and other charges, Signed and Stamped ITB and SCC, except the price, shall be kept in a separate sealed cover, superscribing enquiry No. (Techno-Commercial Bid) and due date AND Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/atvase/other charges shall be kept in a separate sealed cover superscribing Enquiry no. (Price bid) & due date. Bidder can also submit offer through email. Technical offer to be submitted to mail ID technicabid, hyd@bhal.in, and price bid to be submitted to mail ID technicabid. hyd@bhal.in, and price bid to be submitted to mail ID technicabid. hyd@bhal.in, and price bid to be submitted to mail ID technicabid. hyd@bhal.in, and price bid to be submitted to mail ID incabid hyd@bhal.in, and price bid to be submitted to mail ID incabid hyd@bhal.in only as an attachment. Interchanging the information in the mails may lead to rejection of the offer. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is li



Imports

i) Bidder shall inform BHEL the readiness of material along with packing details 30 days in advance from the date of delivery.

For Hazardous cargo/DG cargo, supplier must provide the following documents prior to handing over shipment to freight forwarder, wherever freight is in BHEL scope:

- 1. Valid MSDS
- 2. DGD certificate with appropriate UN numbers.
- 3. Labelling and marking on DG cargo along with photo of packaging.
- 4. Self-declaration for consignment
- 5. Packaging Certificate as per DG Standards
- 6. TSA Approved Truckers details to be provided to forwarder at the time of shipment In addition to the above, supplier should ensure to comply all IATA DG regulations, if any new requirement is added in future.
- ii). Bidder shall also upload the soft copy of the dispatch documents consisting of BL / AWB, Invoice, delivery note, packing list, country of origin & Test certificates and other documents as specifically indicated in the SCC in PRADAN Portal (https://hpep.bhel.com/mm) within Five days from the B/L date for sea shipment and One day from AWB date for Air shipment and sent to email ids: mssea@bhel.in, msair@bhel.in, cmmfe@bhel.in.
- iii) AWB/BL must contain the information of BHEL GST no., and PAN no.

iv) Air Shipments:

Bidder shall ensure the following

- a) Port of discharge -- Mumbai/Chennai/Hyderabad (as indicated in SCC).
- b) Consignee shall be BHEL, Hyderabad. Material shall be air freighted through cargo mode only and not through Courier.
- c) Upon handing over the cargo to the forwarder, bidder shall ensure the acknowledgement receipt with wordings" Cargo handed over in sound condition for Air freighting".

Note: Warehouse receipt will not be considered for penalty calculations.

- d) In case of CIF/ shipments, bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within one day from the date of Shipment.
 - e) Following dimensions of single package may be noted.
 - i). Maximum dimension of the cargo(ODC) -- 125" x 88" x 63"
 - ii). Maximum weight of the cargo -- 3.5 MT.

If any package dimension or weight exceeds the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and bidder shall inform BHEL 30 days in advance to the delivery date to enable BHEL to finalize the freight forwarder.

f). If package falls under Hazardous category, bidder shall communicate BHEL 30 days in advance period with document support.

v) Sea Shipments:-

bidder shall ensure the following

- a). Port of discharge -- Nhavaseva/Mumbai/Chennai.
- b). Place of Delivery / Final Destination for CIP shipments Nhavaseva CFS / Chennai CFS.
- c). In case of FOB shipments, bidder shall handover the material to BHEL nominated forwarder and obtain the cargo receipt.
- d). If the material cannot be containerized in 20 or 40 GP containers, an advance information of 30 days prior to the delivery date shall be communicated to BHEL for necessary arrangements and finalisation of freight forwarder.

e). For CIP shipments

- 1. In case of FCL shipments, Detention free period must be 14 days.
- 2. Bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within 5 days from the date of Shipment.
- 3. No charges for the services rendered till place of destination will be payable by BHEL. Incase liner / forwarder insist for charges, not in the scope of BHEL, the same will be adjusted from bidder account.
- 4. In case of CIF shipments -- Bidder must select a forwarder/liner whose discharge port published tariff for THC and other services is available. Any charges over and above the published tariff will not be borne by BHEL or will be adjusted from the bidder's bill.
- 5. bidder must insure the cargo for 110% of material value including the freight amount. (vi). Recovery charges for non-submission of documents: -

Bidder shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT.

If BHEL incurs any charges such as Penalty, demurrage, container detention, wharfage, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/ NIT/Letter of credit, the same shall be recovered from the bidder as under:

1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector

A. For FOB Sea Consignments:-

Penalty for late submission / negotiation of documents beyond 14 days shall be as under:



2002020	Period (From	Recoverable Charges	Recoverable container	Charges per day per
SI. no	Date of Bill of Lading)	LCL per week/ Break bulk cargo per day	20FT Container	40FT Container
i	Upto 14th day	Nil	Nil	Nil
ii	15th day onward	USD 10	USD 110	USD 200

B. For CIP Sea Shipments: -

Bidder shall provide rates for detention charges after free period at the time of offer itself in case of engagement of 20FT Container and 40FT category. In case of late presentation of documents to the bank recovery will be effected from the Bidder as per the rates quoted by the Bidder at the time of offer in this regard.

In case of Break bulk cargo and LCL, Demurrage charges shall be recovered at the rate of USD 1 per Ton per day and storage charges at the rate of USD 10 per week respectively shall be charged as late presentation charges.

- (vii) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Bidders shall ensure that invoice shall contain PAN nos. of both bidder and BHEL along with other tax related numbers. BHEL PAN AAACB4146P and BHEL TAN HYDB00086C Any other additional documents sought by the statutory authorities, the same shall be produced by the bidder on priority basis.
- (viii) Bidder shall provide package details including number of packages, gross weight, net weight etc.
- (ix) The bidder shall provide the following documents at the time of submission of offer:
- a) No Business Connection in India declaration issued by the bidder as per the format specified. (or)
- b) (i) No Permanent Establishment in India declaration issued by the bidder as per the format specified.
 - (ii) Tax Residence Certificate issued by the bidder's tax authorities.
 - (iii) Form 10F, as attached in Annexure V, to be issued by the bidder.
- c) In case the bidder has a Business Connection in India as per Section 9 of Income Tax Act or significant economic presence in India as per rule 11 UD of IT Act or Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the bidder's country, the bidder shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.

8	Delivery Schedule		
	The tendered goods shall be delivered within the period stipulated in NIT/ SCC as accepted. Inordinate delay/early supply are liable for rejection/Hold on payment.		Non Deviatable
9	Pricing Terms		
	Quoted price shall be inclusive of Packing & Forwarding and shall remain firm and valid during the execution of PO. Offers with PVC will be rejected outright except in cases where specifically called for in the SCC.		Non Deviatable
10	PRICE VALIDITY:	1	
	Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid /part-I in case of two part bid). However the prices quoted for spare parts of the Main equipment shall be kept valid for a period as specified in SCC.		Non Deviatable
11	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)	•	•

Non Deviatable



Indigenous Purchase

- i) Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.
- ii) If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.
- iii) Bidder to quote the applicable taxes in the following manner:
- Harmonized System of Nomenclature (HSN) of Goods
- Services Accounting Code(SAC) of Services.
- IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided
 iv) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra
 state movement of goods/services.
- v) In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.
- vi) Any other taxes & duties not covered anywhere above may be indicated separately.

Taxes deducted at source:

- TDS as per the extant statutes shall be deducted.
- In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.
 Concessional certificates, if any, should be provided well in time for lower deduction of tax.

Terms & Conditions to be complied

- 1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN ie 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
- 2. Reimbursement of GST amount will be made only upon completion of the following:
- i. Bidder declaring such invoice in their GSTR-1 Return/IFF
- ii. Receipt of Goods or Services and Submission of Tax invoice by BHEL
- iii. The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.
- 3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.
- 4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
- 5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.
- 6. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
- 7. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.
- 8. Vendors who fall under the E-Invoice regulations, i.e., having an annual turnover of Rs. 10 crores (**Rs 5 crore w.e.f 01.08.2023**) in the previous year shall issue e-invoice in line with Rule 48(4) of CGST Rules failing which GST amount will not be reimbursed to the vendor even if the other requirements are fulfilled.
- 9. In case the vendor is exempted by the GST department under the Rule 48(4) of CGST Rules from issuing E-invoice, a declaration as prescribed in the Notification 17/2022 Central Tax dated 01-08-2022 shall be provided on the invoice.
- 10. Vendors who do not fall under the E-Invoice regulations, i.e., whose annual turnover is less than Rs. 10 crores (Rs 5 crore w.e.f 01.08.2023) in the previous year have to give an undertaking indemnifying BHEL that the vendor is not falling under the E-invoice requirement category and that in case of any breach of this E-invoicing requirement, the vendor indemnifies BHEL of any consequences that may arise due to such a breach.
- 11. No GST shall be levied on liquidated damages / penalty.

B. Foreign Purchase (Imports)

Page **5** of **12**



	The offered price shall be inclusive of all the Taxes and duties as applicable in country of export / country of dispatch for the quoted price. Taxes deducted at source:	Non Deviatable
	a. In case of goods or services subject to Income tax in India, such tax as per the extant statute shall be recovered.	
	b. In case bidder does not provide necessary documents for beneficial taxation (Refer clause 7-B-(ix) a-c of ITB), the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.	
12	Payment Terms: Unless otherwise specified in SCC, following shall be the terms of Payment.	
A	Indigenous: a. Micro & Small Enterprises (MSEs) - 100% Direct EFT payment within 45 days b. Medium Enterprises - 100% Direct EFT payment within 60 days c. Non MSME Bidders - 100% direct EFT Payment within 90 Days Note A. Above due date is reckoned from the date of Receipt of material or 15 days from the date of submission of complete set of documents as per PO whichever is later. Payment will be made on acceptance of Material. B. MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL C. The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less. D. Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. E. In case of packaged items, 10% of supply value will be retained till completion of total supplies. F. Bidders to comply with clause 11 on GST requirements G. MSE benefits are not applicable to Traders/Wholesalers registered as MSEs	
В	Imports: i) 100% payment (less Indian Agency Commission, if any) shall be through Wire Transfer with a credit period of 60 days - Cash Against Documents (CAD) ii) In case Bidder opts for Letter of Credit payment, the LC Usance period shall be 90 days with respective bank charges to respective accounts and loading of 0.50% iii) Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate; as on the date of payment after successful completion of the contract.	
С	Conditions for LC: a. LC validity period will be 90 days and for any extension, applicable charges will be to bidder's account. b. LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date. LC will be opened within 15 bank working days from the date of request.	Non Deviatable
D	Conditions for both Indigenous & Foreign Bidders: a. In case Bidders insist for lesser Credit period and BHEL accepts, a loading of 0.60% for every 15 days reduction will be applicable. b. In case PBG as required is not furnished, Payment will be released deducting the BG amount, which will be paid after expiry of warranty period against submission of supplementary claim. c. Payment does not imply in any respect whatsoever a waiver of Buyer's right to performance of the Order. Buyer is entitled to set off claimable debts against claimable liabilities with the bidder by means of a setoff Note.	Non Deviatable
E	Wherever EMD is applicable, the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be retained till submission of Performance Bank Guarantee (PBG). Tender Fee wherever applicable is not refundable. No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.	Non Deviatable



13	Penalty clause:	
	In the event of delay in supply /part-supply of goods, Penalty as detailed below is leviable a. Penalty of 0.5% per week or part there of shall be levied, limited to a max of 10% (ten percent) of delayed portion value / order value (as specified in SCC).	
	b. Penalty applicable for delay in documentation is as per SCC. c. Date Reckoned for Penalty	
	 Indigenous Orders with delivery terms FOR HPEP: C Note date. Indigenous Orders (Others): Date of e-waybill. Imports: For CIP/CIF Orders: IGM date 	
	- Imports: For FOB Orders: AWB / BL date - Imports: For FCA/Ex Work Orders: Date of acknowledgement from Freight Forwarder.	
	d. In case of Deviation to above Penalty clause, loading applicable to the extent to which not agreed by Bidder.	
	e. Timelines as mentioned in the Annexure 1 will be considered for reckoning delivery.	
	Penalty amount so determined along with applicable GST (for Indigenous orders) thereon shall be recovered.	
	Imposition, recovery or settlement of this penalty shall not affect BHEL's right to performance, compensation and termination of the order.	
14	Excess materials supplied beyond tolerance limit as specified in PO will not be paid and bidder may raise credit note for the excess/unaccepted material as per GST law.	Non Deviatable
15	Rejected materials , if any, shall be collected by the bidder within 90 days of such communication to the bidder. Beyond this period the bidder forfeits their right to the materials.	Non Deviatable
16	Guarantee / Warranty Period:	Non
	Wherever required, and so provided in the specifications/SCC/Purchase Order, the bidder shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance.	Deviatable
	a. Guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	
	b. In case erection & commissioning is involved, guarantee period shall be 12 months from the date of commissioning.	
	c. In case of equipment bought as a package which are intended to be incorporated in installations or systems, the guarantee period shall be 12 months from the date of commissioning of such equipment.	
	The guarantee period shall be extended by the period during which the goods are not in compliance. If the delivery is found to be non-complaint, bidder shall replace, repair or re-execute the as requested by BHEL. If the bidder defaults on his obligations, buyer has the right to proceed to replace, repair or re-	
	execute at the bidder's expense. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.	
	Loading for deviation: In case warranty specified in SCC is over and above the period mentioned in b & c above; loading will be 1% per annum for the deviation in warranty end period, on the contract value. Expected commissioning period is as indicated in SCC.	
17	PERFORMANCE BANK GUARANTEE (PBG) (Applicable in case mentioned in SCC)	Non
	In case enquiry specifically spells out PBG requirement, PBG is to be submitted by Bidder in requisite format	Deviatable
	as per Annexure VII. Further detailing on PBG as specified in SCC.	
	The PBG shall be for the performance of the goods and shall remain binding not withstanding such variations, alterations or extensions of item as may be made, give, conceded or agreed to between the Bidder and BHEL under these Terms and conditions or otherwise.	
NO	 TE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are gener	ally not accentable

NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.18.

The Bidders may specifically note the following.

18 Evaluation and Loading Criteria:



i) Evaluation Currency for this tender shall be "INR".

ii) Evaluation of prices shall be done item-wise unless otherwise specified in the SCC.

iii) Evaluation shall be on the basis of delivered cost, i.e. "Total Cost to BHEL" w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading).

iv) In the course of evaluation, if more than one Bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 Bidders. In case more than one Bidder happens to occupy the L1 status even after soliciting discounts, the L1 Bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 Bidders or their representatives. Ranking will be done accordingly. BHEL decision in such situations shall be final and binding.

INDIGENOUS

a. Bidder shall ensure to indicate the applicable taxes against each line item, failing which the same will be considered as inclusive/NIL.

b. Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 2% of Ex-works value.

c. GST and any other charges quoted will be added to the base price. However, in case input credit is available for GST (SGST, CGST/IGST), the same shall be excluded for arriving at "Total Cost to BHEL"

IMPORTS

For evaluation of offers in foreign currency, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

In case of foreign Bidders, the quoted CIP price shall be loaded by the following factors to arrive at "Total Cost to BHEL":

- Import duty as applicable on the date of Part-I bid opening.

- Loading will be as per the table below

	Ex Works	FOB/FC	CIF/CFR	CIP
Foreign Inland freight and insurance	2%			
Marine freight and marine insurance	3%	3%		
Destination Port handling charges	0.50%	0.50%	0.50%	
clearing charges & inland freight and insurance	2%	2%	2%	2%

COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL"

- A. Loading on Deviated Penalty clause shall be 10% or to the extent to which the bidder has opted for deviation.
- B. Loading for payment terms as per clause 12 of ITB
- C. Loading for deviation in Warranty & PBG as per clause 16,17.
- Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
- 20 RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.
- 21 INTEGRITY PACT

Bidders shall have to enter into Integrity Pact with BHEL as per Annexure VI - for Tender value of rupees two crores and above and shall be signed by the authorized signatory along with the offer, failing which Bidder's offer will be rejected.

22 Public Procurement

A Make in India

For this Procurement, the local content to categorize a bidder as a Class I local bidder / Class II local bidder / Non-Local bidder and purchase preference to Class I local bidder, is as defined in Public Procurement (Preference to Make in India) order No P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by DPIIT as amended from time to time.

Proforma for self-certification for minimum local content and auditor's certification is given in Annexure III.

Any Bidder from a country which chares a lead bender with Indianvill be digible to bid in this tender only if the bidder is registered will competent authority. Get website https://www.neage.getin.to/be-referred for latera details of competent authority and exemptions.

Partners for self-sertification for compliance is given in the wire M.

C Startups:

For Start-ups duly registered with DPIIT (Copy of certificate to be provided), condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications. Startups are exempt from paying EMD.

- 23 Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) Indigenous Purchase
- All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying EMD.

 NSIC/UDYAM registered bidders shall submit NSIC/UDYAM Certificate along with bid documents. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the bidder submits these documents.



- In tender, MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. Out of these 25% minimum 3% shall be earmarked for MSEs owned by women and 6.25% for MSEs owned by SC/STs who submit the relevant documents.
- If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
- BHEL HPEP is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.
- Inspection Measuring and Test Equipment (IMTE) used by the Bidder/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
- 25 ISO-9001, ISO14001 & OHSMS 45001 shall be complied.
- If BHEL registered supplier is not quoting against this NIT, supplier shall send regret letter positively with valid reasons for not participating. Repeated lack of response on the part of supplier may lead to deletion of such registered supplier from BHEL's approved supplier's list as per BHEL SEARP Guidelines.

27 Risk Purchase clause:

In case bidder fails/delays to supply whole or part of the ordered items or supplies defective items or fails to fulfil any other terms and conditions given in Purchase Order/Contract, BHEL has the right to terminate the order/contract or withdraw balance scope of work/supply and make the purchase of such material / services from elsewhere at the risk and cost of the defaulted bidder. The bidder is liable for the additional expenditure / difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract.

Non-performance of contract attracts penal provisions in line with BHEL guidelines for Suspension of Business Dealings (SBD).

- 28 Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
- All drawings, patterns and tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must be used only in the execution of BHEL's orders.
- Any amount payable by the bidder under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the bidder under any other work / contract awarded by BHEL HPEP or any other BHEL Units. This is without prejudice to any other action as may be deemed fit by BHEL.
- 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, will be rejected. The list of firms banned by BHEL is available on BHEL web site: www.bhel.com

32 Ordering and confirmation of order

The bidder shall send the order acceptance within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Buyer. Buyer reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Buyer shall be legally bound, only if agreed for any deviation explicitly in writing. The acceptance of deliverables or supplies by Buyer as well as payments made in this regard shall not imply acceptance of any deviations.

The Purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Buyer) from the date of P.O.

Buyer, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.

33 Execution

The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.

34 Progress Report

The bidder shall render such report as to the progress of work and in such form as may be called for by the Buyer from time to time. The submission and acceptance of such reports shall not prejudice the rights of the buyer in any manner. Bidder shall communicate to BHEL immediately, the change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned.

Milestones shall be periodically updated by bidder through PRADAN Portal (https://hpep.bhel.com/mm/). Non updation will adversely affect service rating of bidder performance.

Non-disclosure Obligations



Drawings, 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. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract.

The bidder shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Buyer to erect, commission, operate and maintain the product. Such information and drawings shall be supplied as specified in technical specification.

All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party.

The bidder shall provide Buyer with all information pertaining to the delivery in so far as it could be of importance to Buyer. The bidder shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Buyer has agreed to this in writing beforehand. The bidder shall not be entitled to use the Buyer's name in advertisements and other commercial publications including website without prior written permission from Buyer. In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non-disclosure agreement to be entered as per **Annexure-II** wherever applicable.

36 Inspection and Testing

- A The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Buyer prior to shipment and shall comply with relevant requirements. Buyer has the right to inspect at any stage during manufacture/ delivery.
- Buyer or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the bidder's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the bidder shall obtain for buyer or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the bidder's premises. Such inspection, examination and testing, if made shall not release the bidder from any obligation under the contract.

 For indigenous bidders all costs related to first inspection request shall be borne by the buyer and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the bidder. In case of imports all inspection charges including third party inspections if any shall be borne by the bidder. The cost of inspection staff/third party specified by the Buyer shall be borne by bidder unless otherwise specifically agreed. If the contract provides for tests on the premises of the bidder or any of his sub-contractor/s, bidder shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by the bidder unless otherwise specifically agreed in the contract. The Bidder shall give the authorized representative of the buyer reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure I, may strictly be complied with for the time lines. Any delay in submission of the documents by the bidder will not alter the delivery date.

37 Quality and Condition of the Deliverables

The bidder shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to products, packaging and raw and ancillary materials.

38 Packaging and Dispatch

The bidder shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect or tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the NIT shall be fully complied.

Each package must be marked with consignee name, address, P.O. number, Package Number, gross weight & net weight, dimensions (Lx B x H) and bidder's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list for goods inside each package with P.O. item No. & quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.

39 Contract variations: Increase or decrease in the scope of supply

Buyer may vary the contracted scope during execution due to exigencies of project requirement.

If the bidder is of the opinion that the variation has an effect on the agreed price or delivery period, Buyer shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the bidder. Wherever unit rates are available in the contract, the same shall be applied to such additional work. The bidder shall not perform additional work before buyer has issued written instructions/amendment to the purchase order to that effect. The work which the bidder should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the bidder without any price implication.

In case of no change in the scope / technical specifications, bidder shall endeavor to keep the material ready and intimate the same to BHEL within the contractual delivery date, failing which, the delay if any will be attributed to supplier, and any upward price variation thereof for delivery at a later date is not admissible.

40 | Rejected/Short shipments/ warranty/guarantee replacements

In case of any short shipment during initial supply which is subsequently dispatched by the bidder or any guarantee / warranty replacements shall be dispatched on "DDP-Delivered duty paid BHEL stores" basis for imported items and "FOR-BHEL Stores/designated destination" basis for indigenous items.

41 | Export Administration Regulations

If a delivery includes such technology and / or supply that is subjected to the export regulations the bidder shall obtain due permissions, approvals, license etc.

42 Force Majeure



The bidder shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions.

Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the bidder to BHEL by registered letter/courier service immediately without loss of time.

In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.

In the event of such cancellation the bidder shall refund any amount advanced or paid to the bidder by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.

43 Non-waiver of Defaults

If any individual provision of the contract is invalid, the other provisions shall not be affected.

44 Settlement of Disputes

Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final. Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration

The bidder shall continue to perform the contract, pending settlement of disputes(s).

45 Conciliation clause

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story details?story=2454. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB

46 ARBITRATION (WITH SOLE ARBITRATOR)

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration. Sole arbitrator to be appointed by Head of the Unit - BHEL, HPEP.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.

The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.

Subject to the arbitration in terms of clause 45, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE 0M No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018

47 Applicable Laws and jurisdiction of Courts

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.

48 BHEL-Fraud prevention policy shall be adhered to.

The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-bidders/ 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.

List of nodal officers is hosted on BHEL Hyderabad website https://hpep.bhel.com/.

49 Suspected Cartel Formation

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

50 | Conflict of Interest:

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:



- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal; or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

Note: Purchase officer has to fill Annexure-I while sending enquiry

		Special (Conditions of Contract (SCC) Rev 0	1	
SI.No ITB Clause No. Clause					Bidder response
1	3	Mode of Submission	Conventional / E-Procurement	BHEL requirements	
2	5	Type of Bid	Single part / Two Part / Three Part		
3	-	Indigenous purchase - Destination	BHEL, RCPuram, Hyderabad / Site		
4			Destination in case of Site		
	_	Mode of Shipment	Air / Sea		
5	6	Imports purchase - Destination	Mumbai / Navasheva / Hyderabad / Others		
6		Freight	Customer / BHEL / Vendor		
7		Insurance	Customer / BHEL / Vendor		
		Basic Custom Duty	Project Imports/ Concessional Duty / Merit Duty / Nil / Others		
8		1.,	Duty Structure		
9	9	Price validity	days		
		Optional Spares price validity	Months / years from the date of		
10	8	Delivery Period	weeks / Months (Staggered delivery to be detailed)		
11	18	Evaluation basis	Itemwise / Total		
12		Quantity Split	Splittable / Non-Splittable		
13	Others		(Tabulation for splitting to be detailed)		
14	9	Price Variation Clauser (PVC)	Applicable / Not applicable		
	-		Inland Letter of Credit (ILC)		
			In case Bidder opts for ILC Payment, the LC Usance period shall be 120 days		
			with all charges to bidder's account and loading of 0.50%.		
			Note: Wherever it is felt commercially prudent to include Inland Letter of		
			Credit (ILC) payment term, a separate note, before publishing tender, with		
			proper justification for inclusion of ILC payment terms to be concurred by		
	12		Head of Finance and approved by Product/Functional Head (not less than		
15		Payments Terms	GM).		
16		Tender cost	Applicable / Not applicable		
17		Earnest Money Deposit (EMD)	% of tender value / Not applicable		
18		E & C Supervision Charges	Applicable / Not applicable		
19			If applicable , max 2% of Total contract value .		
20		Bank Guarantee against milestone payment	(If envisaged to be detailed with %)		
21	Others	Contract execution Bank Guarantee	% of PO Value to be submitted after receipt of PO / Not Applicable		
22	17	Performance Bank Guarantee			
	7	Additional documentation for payment	Test / Warranty / Guaranty / O&M Manual etc.,		
24	13	Max Penalty applicable on	Delayed portion / Order value		
		, , , , , , , , , , , , , , , , , , , ,	including Documentation delay , Performance , E&C etc., to be detailed ,		
25	Others	Contract Specific Penalty Clause	considering Project , Unit , Set , etc.,		
26		Guarantee / Warranty Period	Applicable Clause a/b/c		
27	16	Contract Specific Guarantee / Warranty Period	Specific period if any to be detailed		
28	Others	Expected commissioning period	months from the date of supply		
29	<i>3</i>	Detailed Billing Breakup (BBU)	Applicable / Not applicable		
_			(If applicable , Bidder shall provide detailed billing break-up in respect of the		
	48		major items/components (stipulated in the tender) as part of offer .)		
30			ty the second companies and the second control ty		
31		Customer approval of vendor	Applicable / Not applicable		
32	Others	Drawing approval	Applicable / Not applicable	<u> </u>	
33	3	QAP approval	Applicable / Not applicable Applicable / Not applicable		
34	36	Inspection by	BHEL / BHEL TPI / Vendor TPI / Customer		
35		Financial / Commercial PQC	Applicable / Not applicable	+	
36	Others	i manetar / commercial r qe	if Applicable to be detailed	+	+

Note

Special Conditions of Contract (SCC) shall be got approved by the Checklist approving authority, for all tenders.

Annexure-I

RC Pump and Mandatory Spares: North Chennai

Major Activity timelines shall be considered for Import purchases

S No	Activity	Agency	Timeline	Acceptance / Remarks
1	PO acknowledgement	Vendor	04 days from the date of receipt of PO	
2	Submission of Motor data to BHEL	Vendor	10 days from the date of receipt of PO	
3	Motor GA drawing provided to vendor by BHEL	BHEL	15 days from the date of motor data received by vendor	
4	First submission of Drawings and QP Rev-00 of RC Pump	Vendor	15 days from the date of Motor Drawing received from BHEL.	
5	commented / approved drawings / data sheets and QP to vendor	BHEL/Customer	15 days from the receipt of Rev-00 submission.	
6	Subsequent submission of revised drawings / data sheets and QP	Vendor	07 days from the receipt of commented drawings / data sheets and QP	
7	Subsequent Approved /commented Drawings and QP to vendor	BHEL/Customer	07 days from the date of receipt of revised drawings / data sheets and QAP.	
08	Despatch Instructions	BHEL	07 days from the date of receipt of final inspection report to BHEL.	
09	Receipt of Material at CIP Chennai POrt	Vendor	(vendor to fill)days from Despatch instructions	

Absence of this annexure in NIT will entail non processing of delivery extension cases in case of delay in supplies of goods owing to reason attributable to BHEL.

Annexure-I

RC Pump and Mandatory Spares: North Chennai

Major Activity timelines shall be considered for indigenous purchases

S No	Activity	Agency	Timeline	Acceptance / Remarks
1	PO acknowledgement	Vendor	04 days from the date of receipt of PO	
2	Submission of Motor data to BHEL	Vendor	10 days from the date of receipt of PO	
3	Motor GA drawing provided to vendor by BHEL	BHEL	15 days from the date of motor data received by vendor	
4	First submission of Drawings and QP Rev-00 of RC Pump	Vendor	15 days from the date of Motor Drawing received from BHEL.	
5	commented / approved drawings / data sheets and QP to vendor	BHEL/Customer	15 days from the receipt of Rev-00 submission.	
6	Subsequent submission of revised drawings / data sheets and QP	Vendor	07 days from the receipt of commented drawings / data sheets and QP	
7	Subsequent Approved /commented Drawings and QP to vendor	BHEL/Customer	07 days from the date of receipt of revised drawings / data sheets and QAP.	
8	Raising of Inspection Call	Vendor	07 days before the proposing inspection date. (BHEL will provide approved QP before raising inspection call)	
9	Inspection completion	BHEL Third party inspection agency / Customer	07 days from inspection call date.	
10	Despatch Instructions	BHEL	07 days from the date of receipt of final approved inspection report to BHEL.	
11	Receipt of Material at BHEL stores/ site	Vendor	15 days from Despatch instructions	

Absence of this annexure in NIT will entail non processing of delivery extension cases in case of delay in supplies of goods owing to reason attributable to BHEL.

(On Company Letter Head)

FORM NO. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I...... son/daughter of Mr in the capacity of...... (Designation) do provide the following information, relevant to the previous year **2021-**

22 in cas 90A:-	se of for the purpose.	s of sub-section (5) of section 90/section
Sl.No.	Nature of information	Details
(i)	Status (individual; company, firm etc.) of the assesse	Company
(ii)	Permanent Account Number (PAN) of the assessee if allotted	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	

(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	<u>2022-23</u>			
(vi) during the period for which the					
section 9	I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)				
Name: Address: Email ID Contact 1	Signature:				
	Verificati	<u>ion</u>			
stated ab	I do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated. Verified today the day of				
In case the M/s Bharat Heavy Electricals Limited, HPEP, Ramachandrapuram, Hyderabad is declared as an assessee in default due to any misstatement or incorrect declaration, we indemnify M/s Bharat Heavy Electricals Limited from any ensuing consequences thereunder.					
Signature of the person providing the information					
Place:					

(On Company Letter Head)

No Business Connection or Permanent Establishment Certificate

Date
То
Bharat Heavy Electricals Limited Ramachandrapuram, Hyderabad India - 502032
Sir,
Sub: No Business Connection or Permanent Establishment declaration for FY 2021-22
This is to certify that
We hereby certify that we will notify BHEL in case of any change in the status as certified above.
For
Authorised Signatory

(Note – Please refer definition of the Business Connection on reverse and Permanent Establishment in the relevant DTAA)

"Business connection" as defined in Section 9 of the Income Tax Act the shall include any business activity carried out through a person who, acting on behalf of the non-resident,—

- (a) has and habitually exercises in India, an authority to conclude contracts on behalf of the non-resident or habitually concludes contracts or habitually plays the principal role leading to conclusion of contracts by that non-resident and the contracts are—
 - (i) in the name of the non-resident; or
 - (ii) for the transfer of the ownership of, or for the granting of the right to use, property owned by that non-resident or that non-resident has the right to use; or
 - (iii) for the provision of services by the non-resident; or
- (b) has no such authority, but habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident; or
- (c) habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident:

Provided that such business connection shall not include any business activity carried out through a broker, general commission agent or any other agent having an independent status, if such broker, general commission agent or any other agent having an independent status is acting in the ordinary course of his business:

Provided further that where such broker, general commission agent or any other agent works mainly or wholly on behalf of a non-resident (hereafter in this proviso referred to as the principal non-resident) or on behalf of such non-resident and other non-residents which are controlled by the principal non-resident or have a controlling interest in the principal non-resident or are subject to the same common control as the principal non-resident, he shall not be deemed to be a broker, general commission agent or an agent of an independent status

For the removal of doubts, it is hereby clarified with explanation-2A, that the significant economic presence of a non-resident in India shall constitute "business connection" in India and "significant economic presence" for this purpose, shall mean—

- (a) transaction in respect of any goods, services or property carried out by a non-resident in India including provision of download of data or software in India, if the aggregate of payments arising from such transaction or transactions during the previous year exceeds such amount as may be prescribed; or
- (b) systematic and continuous soliciting of business activities or engaging in interaction with such number of users as may be prescribed, in India through digital means:

Provided that the transactions or activities shall constitute significant economic presence in India, whether or not,—

- (i) the agreement for such transactions or activities is entered in India; or
- (ii) the non-resident has a residence or place of business in India; or
- (iii) the non-resident renders services in India:

Thresholds for the purposes of significant economic presence.

11UD. (1) For the purposes of clause (a) of Explanation 2A to clause (i) of sub-section (1) of section 9, the amount of aggregate of payments arising from transaction or transactions in respect of any goods, services or property carried out by a non-resident with any person in India, including provision of download of data or software in India during the previous year, shall be two crore rupees;

(2)For the purposes of clause (b) of Explanation 2A to clause (i) of sub-section (1) of section 9, the number of users with whom systematic and continuous business activities are solicited or who are engaged in interaction shall be three lakhs.

(To be executed on Non- Judicial Stamp Paper for an appropriate value. To be stamped as an agreement)

(For Suppliers on Unit's / Division's PMD) ANNEXURE-II

Framework Confidentiality Agreement Cum Undertaking

Trainework commuciti	anty rigiteement cam	<u> </u>
This Agreement made on this the Date") by and between M/s. BHARAT HE "BHEL House", Siri Fort, New Delhi – 1100 may be referred to as "BHEL" or "the com	AVY ELECTRICALS LIMI 49 (India), acting throu	TED, having registered office at
And		
M/s. represented by authorized representative referred to as the "Supplier").		(herein after
The supplier and the company may, un collectively referred to as "Parties" or sing		erwise requires, hereinafter be
RECITALS		
Whereas, BHEL is engaged in the design commissioning and servicing of a wide resectors of the economy, viz. Power, Trans	range of products, sys smission, Industry, Tra	tems and services for the corensportation, Renewable energy,

Oil & Gas and Defence and providing associated services to varied customers in relation to which BHEL / its affiliates own valuable information of a secret and confidential nature. Whereas the Company may, in connection with contract(s) (as defined hereunder) placed or to be placed upon the supplier, or otherwise, from time to time, make available, Technical Information as is defined hereunder.

And Whereas BHEL is willing to provide such Technical Information to the Supplier from time to time and the Supplier understands and acknowledges that such Technical Information is valuable for the Company and as such is willing to protect confidentiality of such information, subject to the terms and conditions set out hereunder.

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as under:

1. Definitions:

Unless the context so requires, in this Agreement, the following terms will bear the meaning ascribed to the said term in this clause.

- A. "Contract" means the contract entered into with a supplier and includes a Purchase Order, or a Work Order for procurement of any goods or for provision of any services.
- B. **"Effective Date"** means the date of this Agreement as mentioned in the preamble of this Agreement.
- C. **"Supplier"** includes a Contractor or a Vendor of the Company whether for supplying of goods or for providing any services under a Contract or both.
- D. "Technical Information" includes Drawings, and / or Product Standards and / or Specifications and / or Corporate / Plant Specifications and / or Technological Process Sheets and / or Technical Data Sheets and / or Jigs & Fixtures and / or Pattern & Dies and / or Special Gauges and / or Tools etc. Belonging to or wherein the Company has acquired from a third party a right of user and includes any improvement thereto from time to time whether carried out by the Company or by the Suppliers.
- E. **"Intended Purpose"** means the purpose for which the Technical Information is provided to the supplier under or in connection with a contract.
- F. "Improvement" includes any modification made to, or adaptation of, the Technical Information which enhances or is calculated to enhance the performance (Whether in terms of effectiveness or in terms of efficiency or both) of the product and / or the service to be provided by the Supplier under a Contract.
- 2. This Agreement shall come into force / deemed to have come into force, as the case may be, on the Effective Date; or, on the first date when the Technical Information or any part thereof is provided by BHEL to the supplier; whichever is earlier.
- 3. Agreement deemed to be incorporated in each contract: Unless and to the extent otherwise stipulated in the Contract, the conditions of this Agreement are deemed to be incorporated in all Contracts which may be entered into between the Company and the Supplier. Further, unless otherwise stipulated, the obligations under this Agreement are and will be independent of the obligations under the Contracts and such obligations of the Supplier hereunder will remain of full effect and validity notwithstanding that the period of validity of the Contract has expired by efflux of time stipulated therein; or, the contract has been discharged by performance or breach; or, the termination of the Contracts for any reason whatsoever.

4. Ownership:

- 4.1 The Company may, from time to time, make available to the Supplier, Technical Information on a non-exclusive basis by way of loan.
- 4.2 The Supplier acknowledges and agrees that all Technical Information and copies thereof that are or may be provided by the Company to the Supplier, are and shall remain the property of

BHEL or that of the concerned entity from whom BHEL has obtained the Technical Information and such Technical Information are and shall constitute trade secrets of the BHEL. Nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the Supplier any patent, copyright or design or any other intellectual property rights of whatsoever description that subsists or may hereinafter exist in the Technical Information. Furthermore, nothing in this Agreement or in any disclosures made hereunder by or on behalf of the Company shall be construed as granting upon the supplier any license or right of use of such patent, copyright or design or any other intellectual property rights of whatsoever description which may now or hereafter exist in the Technical Information except for use of the Technical Information strictly in accordance with this Agreement and the contract and / or as directed in writing by the Company, solely for the Intended Purpose under the Contract.

- 4.3 Neither party is obligated by or under this Agreement to purchase from or provide to the other party any service or product and that any such purchase / sale of any product and / or service by one party to the other party will be governed by the Contract if any, that may be entered into by and between the Company and the Supplier.
- 4.4 The Supplier is / has been made well aware and acknowledges that the Technical Information being / which may be shared with it by the Company has been either generated by the Company by incurring huge investment and cost or obtained from foreign collaborators under Technical Collaboration Agreement (TCA) with stringent confidentiality conditions.
- 4.5 The supplier agrees and undertakes to adhere to confidentiality requirements as applicable to BHEL under a TCA and also ensure that the confidentiality requirements are adhered to by all its concerned employees or sub-contractors /suppliers (where permitted to be engaged by BHEL). Any damages, losses, expenses of any description whatsoever, arising out of or in connection with a breach of the confidentiality requirements under a TCA owing to any act or omission on the part of the supplier or its employees or sub-contractors / suppliers that is claimed by a foreign collaborator from the Company shall be wholly borne by the Supplier and it shall keep BHEL fully indemnified in this behalf. The demand by the Company shall be conclusive upon the Supplier who shall thereupon forthwith pay to the Company without demur, dispute or delay the amount as demanded without demanding any further proof thereof.
- 4.6 The Supplier agrees and undertakes that unless so decided and advised by the Company in writing all rights / title to any Improvement to the Technical Information shall vest in the Company. The Supplier undertakes and agrees to inform forthwith to the Company of any such Improvement made to the Technical Information and transfer all drawings / documents or other materials connected with such Improvement to the Company and also agrees to fully cooperate with the Company for protecting the Company's interests in such Improvements

in the Technical Information including but not limited to obtaining necessary protection for the intellectual property rights in such improvement, if so desired by the Company. If a question arises whether a modification amounts to improvement to the Technical Information, the same shall be decided by the Company and such decision shall be final and binding upon the supplier.

5. Use and Non – Disclosure:

- 5.1 Unless otherwise stipulated by the Company, all Technical Information made available to the supplier, by the Company shall be treated as Confidential irrespective of whether the same is marked or otherwise denoted to be Confidential or not.
- 5.2 The Supplier undertakes and agrees that the Technical Information in its possession shall be held in strict confidence and will be used strictly in accordance with this Agreement and solely for the Intended Purpose under the Contract. Use of the Technical Information for any other purpose other than Intended Purpose is prohibited.
- 5.3 In particular, the Supplier shall not use Technical Information or any Improvement in its possession for the manufacture or procurement of the product(s) or components or parts thereof or use the Technical Information or any portion thereof or any modification or adaptation thereof in any form to provide any product and / or service to any third party, without the prior written consent of the Company.
- 5.4 The Supplier shall not disclose any of such Technical Information to any third party without the prior written consent of the Company. The Supplier agrees that without prior written consent of the Company, the supplier shall not disclose to a third party about the existence of this Agreement, or of the fact that it is / was in possession of or has experience in the use of any Technical Information nor shall the Supplier share in any manner whatsoever, with a third party, the name or details of any Contract(s) awarded by the Company to it or performed by the Supplier or the scope of work thereof or share any document or correspondence by and between the Company and the supplier in or in connection with this Agreement or such Contract(s). Notwithstanding what is stated elsewhere, the overall responsibility of any breach of the confidentiality provisions under this Agreement shall rest with the Supplier.
- 5.5 This Supplier undertakes and agrees not to make copies or extracts of and not to disclose to other any or all of the Technical Information in its possession, except as follows:
- (a) The Supplier may disclose the Technical Information to such of its officers and employees strictly to the extent as is necessary for such officer or employee for the Intended Purpose, provided that the Confidential Information (or copies thereof) disclosed shall be marked

clearly as the confidential and proprietary information of Company and that such officers and employees shall similarly be bound by undertakings of confidence, restricted use and non-disclosure in respect of the Technical Information. The Supplier shall be responsible for any breach of such confidentiality provisions by such officers and employees.

- (b) With the prior written consent of Company, the supplier may disclose for the Intended Purpose such Technical Information as is provided for in such consent to such of its professional advisers: consultants, insurers and subcontractors who shall be similarly bound by undertakings of confidence, restricted use and non-disclosure in respect of such Technical Information.
- (c) The Supplier shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the supplier intends to make such disclosure, it shall first consult Company and take all reasonable steps requested by it to minimize the extent of the Technical Information disclosed and to make such disclosure in confidence and also shall cooperate with the Company in seeking any protective order or any other remedy from proper authority in this matter.

6. Exceptions:

The Obligations of the Supplier pursuant to the provisions of this agreement shall not apply to any Confidential Information that:

- a) was / is known to, or in the possession of the Supplier prior to disclosure thereof by the Company;
- b) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Supplier.
- c) is developed independently of the Disclosing party by the Supplier in circumstances that do not amount to a breach of the provisions of this Agreement or the Contract;
- d) is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.
- 7. The Obligation of maintaining confidentiality of the Technical Information on each occasion, shall subsist for the entire duration during which the Technical Information / equipment is in possession of the Supplier and shall thereafter subsist for a further period of ______ years from the date when the complete Technical Information has been returned in portions on different dates, the period of _____ years will be reckoned from the date when the last portion of the Technical Information has been returned. Notwithstanding the expiry of the confidentiality obligation, the obligation of the Supplier under clause 5.4 shall continue to subsist for a further period of _____ years.

8. Warranties & Undertakings:

- a) The Supplier undertakes to ensure the due observance of the undertakings of confidence, restricted use and non-disclosure by its persons to whom it discloses or releases copies or extracts of the Technical Information.
- b) The Supplier shall keep the Technical Information or improvement made therein properly segregated and not mix up the same with any other material / documents belongings to him / it or to any other third party.
- c) The Supplier further undertakes that he / it shall not hypothecate or give on lease or otherwise alienate or do away with any of the Technical Information and / or equipment of the Company, made available to him / it, and undertakes that he / it shall hold the same as a trustee, in capacity of custodian thereof and use / utilise the same solely for the purpose of executing the contract awarded by the Company.
- d) The Supplier further undertakes that he / it shall return all the equipment and / or Technical Information as far as practicable in the same condition in which the same was made available to him / it by the Company together with any Improvement thereon and the documents connected with such Improvement, to the Company forthwith upon completion of the scope of work or contract for which such Technical Information was provided by the Company to it or as directed by the Company together with a confirmation by way of an affidavit or in such manner as directed by the Company that it has not retained any equipment and / or Technical Information / improvement thereof. In case any such equipment and / or Technical Information or thereof shall remain in his possession or is not capable of being returned, the retention and use of such Technical Information or improvement thereto shall continue to be governed by this Agreement.
- e) The Supplier undertakes to indemnify the Company for all the direct, indirect and / or consequential losses, damages, expenses whatsoever including any consequential loss of business, profits suffered by the Company owing to breach by the Supplier of its obligations under this Agreement and / or the confidentiality requirements, if any, contained in the Contract and that the Supplier hereby agrees that the decision of the Company in all such or any such matter/s shall be final and binding on the Supplier. On mere written demand of the Company, the Supplier shall forthwith and without demur or delay pay to the Company any such sum as determined by the Company as the amount of loss or damage or expense which has been suffered by the Company. The Supplier agrees that the Company shall be entitled to withhold and appropriate any amount payable to the Supplier under any Contract then existing between the Company and the Supplier, in case the Supplier fails to make payment, in terms of the written demand, within 7 days thereof. Without prejudice to the forgoing actions, in respect to any breach of this Agreement, the Company shall be entitled to take

any other action against the Supplier as per applicable laws, the Contract, Company's applicable policies, guidelines rules, procedures, etc.

9. Without prejudice to any other mode of recovery as may be available to the Company for recovery of the amount determined as due as per Clause 9 (f) hereinabove, the Company shall have a right to withhold, recovery and appropriate the amount due towards such losses, damages, expenses, from any amount due to the Supplier in respect of any other Contract (s) placed on him / it by any department / office / unit/ division of the said Company.

10. Arbitration & Conciliation:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration. Sole arbitrator to be appointed by Head of the Unit - BHEL, HPEP.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.

The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.

Subject to the arbitration in terms of clause 46 of ITB (clause 27 of ATC GeM), the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE 0M No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in http://www.bhel.com/index.php/story details?story=2454. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB

11. Governing Law & Jurisdiction:

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.

SIG	N	A.	Tι	JR	RE
-----	---	----	----	----	----

1

Name:

Α	d	d	r	e	s	s	:
А	u	u	r	е	5	s	•

2

Name:

Address:



GUIDELINES FOR REVERSE AUCTION - 2021

(AA:SSP:RA:05 dated 08.03.2021)

Record of Amendments			
Amendment No.	Date of issue	Remarks	
01	10.03.2021	Clause 10.1 modified	
02	02.09.2023	Clause 10.1 modified	

SOURCING STRATEGY & POLICY CORPORATE OPERATIONS MANAGEMENT BHEL, New Delhi

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

1.0 Scope

This document describes the guidelines to be followed by each Unit/Division/Region for conducting Reverse Auction (RA) for procurement of material/ works/ services. These guidelines will be applicable for all purchases/ contracts to be awarded under Purchase/ Works policy and the RA shall follow the philosophy of English Reverse (No ties). Based on these guidelines, Units/ Divisions/ Regions (hereinafter referred as 'units') may issue their own Departmental Procedures without changing the intent and spirit of the guidelines contained in this document. These guidelines will supersede earlier guidelines issued vide AA:SSP:RA:04 dated 04.03.2020.

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

2.0 Intent of Reverse Auction

To derive maximum benefit in cost savings through competitive bidding.

3.0 Upfront declaration in NIT

Wherever it is felt that procurement may be done through Reverse Auction, the bids shall be invited in two parts/ three parts or single part bid (Price Bid) where Techno-Commercial MoU already exists. Wherever, the evaluation is done for individual line item, separate sealed envelope price bid for each line item shall be taken.

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause:**

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

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for 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."

4.0 Aspects to be considered for RA

Following aspects may be considered by the competent authority (empowered to approve the ordering) to decide before floating of the tender if RA is to be conducted for that particular tender:

- a) Number of techno-commercially qualified bidders in previous tender for same/similar class of item
- b) Price volatility of the item(s) under consideration
- c) Past purchase experience of similar item(s)
- d) Tender Value of the item(s) under procurement
- e) Any other aspect which may be specific to tender

Note: Decision to go for RA or not will be on case to case basis with recorded reasons.

5.0 RA Committee

Purchase/ Tender committee, if already in place, shall also act as RA committee. Purchase representative will be the convener. In case Purchase/ Tender committee has not been formed, the Product Manager/ MM Head/ Department Head, shall constitute RA committee consisting of representatives (rank as per DoP of tender/ negotiation committee) from departments of Engineering/ Indenter/ User, Purchase and Finance. This committee will work for a specific tender. The role of RA committee shall be as below:

- To vet the comparative statement comprising sealed envelope price bids received, MSE status, qualification against Public Procurement (Preference to Make in India), Order 2017 (PPP-MII, Order 2017) of all techno-commercially qualified bidders, loading etc. before sending it to the service provider for RA.
- To decide and record the 'Start-Price' and 'Bid Decrement'.
- To observe the RA process and declare RA as successful.

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

6.0 Business rules for RA

Model Business rules (annexure I) and other annexures II to VI are attached. MM shall prepare and fill in the required details in the annexures at appropriate places like:

- Enquiry/ Request for Quotation (RFQ) number
- Name and Addresses of the bidders
- Items description, quantities/ weight, Specification
- Date and time of opening and closing of RA
- Extension conditions
- Loading Criteria/ Formulae
- Foreign Exchange (FE) rates for evaluation
- Taxes & Duties
- Freight & Insurance
- Bidders' training, if required, etc.

The calculation sheet e.g. excel sheet (which will help to arrive at 'Total Cost to BHEL') which is communicated to respective bidders of RA, will be prepared by MM and vetted by Finance. This calculation sheet will be finalized based on the evaluation criteria specified in the NIT and will be same based on which sealed envelope price bids have been evaluated.

MM shall issue a mandate (annexure II) to the service provider covering business rules etc. and inform about event, calculation sheet etc. to all techno-commercially accepted bidders.

7.0 Role of Service Provider

- Acknowledge the receipt of mandate from BHEL.
- Contact the bidders, provide business rules and train them, as required.
- Get the process compliance form (annexure III) signed by all the participating bidders before RA event.
- Conduct the event as per the contract and business rules.
- Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
- To obtain price breakup from successful bidder and submit the same to BHEL.
- **8.0** Start price for RA shall be lowest of sealed envelope price bid.

<u>Note</u>: Wherever more than one lowest sealed envelope price bids are identical, RA committee shall declare the start price by reducing the lowest sealed envelope price bid by maximum of one decrement.

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021 amdt02 dated 02.09.2023

9.0 Witnessing Auction

Access to witness the RA shall be available to the concerned officials of BHEL (Indenter/ Finance Officials/ Purchase Officials), nominated by Head MM/ Purchase/ Contracts.

10.0 Reverse Auction Process

10.1 Reverse Auction will be conducted if two or more bidders are technocommercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amonast lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}.

In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

10.2 The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder.

If the start price is lower than the lowest sealed envelope price bid (in line with clause 8.0), on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly.

In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed envelope price bid.

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

10.3 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

11.0 Processing of case after RA

- 11.1 Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.
- 11.2 In case of splitting requirement, bidders who were removed from participation in RA may also be considered for counter offer if the prestated (NIT) numbers of suppliers do not accept the counter offer. However, principle of splitting to N-1 bidder shall be maintained in line with extant Purchase Policy/ Work Policy.
- 11.3 Reasonability of rates received through RA to be ascertained as per extant Policy provisions.

12.0 Payment to the Service Provider

Payment shall be made as per the agreed terms of the Framework Agreement with the service provider based on the mandate issued and service provider's invoice certified by the respective MM. If the RA event is conducted as per the mandate given by BHEL and agreed procedure, payment shall be made to the service provider irrespective of the auction outcome.

13.0 Others

- 13.1 If RA is being conducted for multiple line items and L1 is to be decided for individual items, number of items in single screen be restricted to 10 (ten) to avoid scrolling by the bidders.
- 13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.
- 13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.
- 13.5 Model annexures are enclosed. However, to suit specific requirement of the Units changes in the annexures may be done with the approval of respective MM Head of Unit. Such changes shall specifically be communicated to the service provider before the RA event.

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

Business Rules for Reverse Auction

Annexure - I

This has reference to tender no **{tender number....date**...}. BHEL shall finalise the Rates for the supply of {item name} through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. Reverse Auction: The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed envelope price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.
- **2. Schedule for reverse auction:** The Reverse Auction is tentatively scheduled on {date}: ;{Start time}: ;{Close Time: }.
- **3. Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes,

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

Business Rules for Reverse Auction

Annexure - I

for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

- **5. Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees* per *Unit* of the material as per the specifications {...}
 - In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.
- **6. Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

Business Rules for Reverse Auction

Annexure - I

- 7. Lowest bid of a bidder: In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
- **8.** Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
- **9. Post auction procedure**: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
- 10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
- 11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

Business Rules for Reverse Auction

Annexure – I

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

- **13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
- **14.** M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

Business Rules for Reverse Auction

Annexure - I

Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

- **15.** Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
- **16.** Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
- 17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
- **18.** Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
- **19.** BHEL's decision on award of contract shall be final and binding on all the Bidders.
- **20.** BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

Business Rules for Reverse Auction

Annexure – I

intimation to bidders.

- **21.** BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- **22.** Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- 23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
- **24.** Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

Mandate to Service Provider

Annexure - II

<u>Pate</u>:

To,

M/s. {Service provider}

Sub: Providing of Services for Reverse Auction.

Ref: No {...} date {...}

Dear Sir,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.
- Seek process compliance form from all the bidders provided by BHEL before start of RA event. In case of postponement of event to some other date, ensure acknowledgement from each bidder.
- Price: Rs. {......}/-. No other duties, Taxes, levies etc. except service tax @ {......}% shall be payable for conducting reverse auction. This price is firm.
- Payment Terms: 100% payment after successful completion of Auction.
- Start Price: L1 as per the CST (Comparative statement) of the envelope sealed bid shall be marked as L1 automatically by the system at the start of the auction, provided the L1 bidder participates in the RA by submitting the process compliance form. In case the Process Compliance form is not submitted by the L1 bidder, still its price has to be mapped as start price of RA for further bidding in RA.
 - Wherever there are more than one L1 in CST, the start price shall be the L1 price reduced by one decrement and the same shall be accepted by the interested bidder(s) for start of RA process.
- Completion of Auction Process: The auction process shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy/ email of the final bid with price break up, duly signed by the successful bidder who has participated in the reverse auction. The bill shall be submitted along with the completion report to the undersigned.
- Business Rules of the Reverse Auction are as per <u>Annexure I</u>.
- The list of bidders with their contact details is given in <u>Annexure</u> *IV*. and the details of the item (s) to be Reverse Auctioned are as per <u>Annexure</u> *V*.
- Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. {Service provider}) including hard copy/ email of the final bid with breakup of prices duly signed by the successful bidder (duly endorsed by M/s. {Service provider}) shall be submitted within **four** working days of conclusion of auction.

Yours sincerely,

(for and on behalf of BHEL)

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

Mandate to Service Provider

Annexure - II

Note:

If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.

Buyer Name	 Name of BHEL Unit Full postal address Fax: Phone: Email: Contact person name: Phone:
Auction to be conducted by	 Name of Service provider Full postal address Fax: Phone: Email: Contact person name: Phone:
Date of Auction	Date of AuctionReverse auction time:Auction website:
Documents Attached: (To be sent to the bidders)	1) Business rules for Reverse Auction (<u>Annexure-II</u>) 2) Process Compliance Form (<u>Annexure-III</u>) 3) Details of item (s) to be Reverse Auctioned (<u>Annexure-V</u>) 4) Post RA Price confirmation by bidder (<u>Annexure-VI</u>)

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

Process Compliance Form

Annexure - III

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir.

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.......} dt. {.......} This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per <u>Annexure VI</u> within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards
Signature with company seal
Name –
Company / Organization
Designation within Company / Organization
Address of Company / Organization

- Sign this document and FAX/ email it to M/s {Service provider} at {.......} prior to start of the Event.

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

<u>List of bidders and their address/ contact person details</u>

Annexure - IV

SI. No.	Address	Contact Person
1	 Name of bidder Full postal address Fax: Phone: Email: 	Contact person name:Phone:Email:
2		
3		
••		

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

Details of item (s) for Reverse Auction

Annexure - V

1.	{Details of items including quantity, specification, Enquiry no. & date
	1.
	2.
	•
	•
	·· }

Doc. No. AA:SSP:RA:05 Dated: 08.03.2021

RA price confirmation and breakup (To be submitted by L1 bidder after completion of RA)

Annexure - VI

To - M/s. Service provide - Postal address	er			
CC: M/s BHEL {Unit- Address-} Sub: Final price quote	d during Revers	e Auction and p	orice breakup	
Dear Sir,				
We confirm that we ho	ave quoted.			
Rs.{in value & in w No. {} dt.{}	ords}	for item(s) co	vered under ter	nder enquiry
Total price of the ite {Packing & forwarding {} D (exclusive of service to	g, GST, E.D., C iistrict,{	.S.T., freight and	d insurance ch	arges up to
as our final landed p today (date) which wi		_		
The price break-up is c	as given below.			
Total		- Rs	==== s. in value & in w =====	ords .
Yours sincerely,				
For				
Name: Company: Date: Seal:				

Clause on IP in the tender

Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)	(2)
Name:Narendra Kumar	Name:Nandgopal
Deptt: Purchase/Pumps	Deptt: _Purchase/Pumps
Address: BHEL Hyderabad	Address:BHEL Hyderabad
Phone: (Landline/ Mobile)	Phone: (Landline/ Mobile) _2440
04023182440_	Email: 9483944073
Email: narendrakmr@bhel.in	Fax:
Fax:	

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
<u>Preamble</u>
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 IPC/PC 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 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.

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 Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 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 /Sub-contractors

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)

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.
- 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 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC 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.

- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as 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.

Pane प्रिक्ट नृद्ध गोपाल NANDGOPAL. For & On belanting the Participal st. Manager I Purchase Purtil Cipal st. Manager I Purchase Purtil Cipal कर जिल्ला कर स्थापन अपनी हिंदा स्थापन अपनी स्थापन स्यापन स्थापन स्थापन स्थापन स्थापन स्थापन स्थापन स्थापन स्थापन स्था	For & On behalf of the Bidder/ Contractor (Office Seal)
PlaceHydenologd	g an gle vell settomet i pipotalini i tolovi, setob g imperior il ligita vello pur e pipolik delivido en 170 metalik primi il karalis tengri i e filat te misle sun mise altribita i com e per e tolovi e and vello indicato di 100
Witness: <u>Navendra Kumay</u>	Witness:
Name & Address)	(Name & Address)
BHEL Hydenaliad.	r <u>leigri des grater melen en cupur ar tro</u> cci esta d

Letter head of Company (<Rs. 10 Cr value)

Ref	Date
То	
Bharat Heavy Electricals Limited HPEP, Hyderabad-502032	
Subject: - Certification regarding local conte	nt
Reference: Tender Enquiry No	
Name of item(s):	
Dear Sir,	
We hereby certify that the quoted items offered by having local content of%.	us against Enquiry Nois
Further, to certify that the local content % certified given in point no 2 of Public Procurement (Preferer as(C	nce to Make in India), Order 2017 and we qualify
We further confirm that details of location at which (address of	
The above declaration does not include services commissioning, training and after sales service supp	•
We also understand, false declarations will be in bre (h) of the General Finance Rules for which a bidder years as per Rule 151 (iii) of the General Finance permissible under law.	or its successors can be debarred for up to two
I hereby declare that the details furnished above an and belief, and I undertake to inform you of any cabove information is found to be false or untrue or may be held liable for it.	hanges therein, immediately. In case any of the
Yours very truly,	
(authorized signatory of company (firm name) Authorized signatory of company	with seal)

Bank Guarantee No:

BANK GUARANTEE FOR PERFORMANCE SECURITY

Date:
То
NAME
& ADDRESSES OF THE BENEFICIARY
Dear Sirs,
In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which
expression shall unless repugnant to the context or meaning thereof, include its successors and permitted
assigns) incorporated under the Companies Act, 1956 and having its registered office at
through its Unit at(name of the Unit) having awarded to (Name
of the Vendor / Contractor / Supplier) having its registered office at2 hereinafter referred to as the
'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its
successors and permitted assigns), a contract Ref Nodated
valued at Rs ⁴ (Rupees)/FC(in words) for
⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a
Contract Performance Guarantee, equivalent to% (Percent) of the said value of the Contract to the
Employer for the faithful performance of the Contract,
we,, (hereinafter referred to as the Bank), having registered/Head office at and
inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and
unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs
(Rupees) without any demur, immediately on a demand from the Employer, .
Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank
under this guarantee. However, our liability under this guarantee shall be restricted to an amount not
exceeding Rs

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our

liability under this present being absolute and unequivocal.

thereunder and the contractors/supplier shall have no claim against us for making such payment.
We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.
We
The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.
This Guarantee shall remain in force upto and including
Unless a demand or claim under this guarantee is made on us in writing on or before the
We,

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment

c) Unless the Bank is served a written claim or demand on o this guarantee shall be forfeited and the Bank shall be relieved this guarantee irrespective of whether or not the original bank. We, Bank, have power to issue this Guarantee.	ved and discharged from all liabilities under k guarantee is returned to the Bank. under law and the undersigned as a duly
authorized person has full powers to sign this Guarantee on behalf of	of the Bank.
	For and on behalf of
	(Name of the Bank)
Dated Place of Issue	
¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Lim	ited
² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER	
³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE	
⁴ PROJECT/SUPPLY DETAILS	
⁵ BG AMOUNT IN FIGURES AND WORDS	
6 VALIDITY DATE	
⁷ DATE OF EXPIRY OF CLAIM PERIOD	
8 BG AMOUNT IN FIGURES AND WORDS.	
⁹ VALIDITY DATE	

Note:

10 DATE OF EXPIRY OF CLAIM PERIOD

- 1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
- 2. In Case of Bank Guarantees submitted by Foreign Vendors
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

- **b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
- **b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- **b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

PERFORMANCE SECURITY

- To ensure due performance of the contract, Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be obtained from the successful bidder awarded the contract.
- The total amount of Performance Security is ten percent (10%) of the contract value.

• Modes of deposit:

- a) Performance security may be furnished in the following forms:
- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- (v) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) an international convention regulating international securities.
- Performance Security is to be furnished by a specified date (14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

			PRI	CE BID FORMAT						
		SLURRY REC	IRCULATION PUMPS		D) FOR	1X800	MW NORTH CH	IENNAI FGD	PKG	
Supp	lier confirmatio	ns in each page t	to be filled in by the	vendor and the do	cumen	t is to	be submitted	duly signed	and	
stam	ped in sealed co	over)								Supplier's offer no:
Enquiry: F7A1W54369 Dated 31.10.2023 NAME OF THE SUPPLIER CONTACT PERSON E-MAIL ID										
			CONTACT							Date:
										Date.
			PHONE NO:							
	BHEL - Requirements SUPPLIER'S (OFFER
Enq SI no.	Material Code	Item Description		BHEL Spec/Drg	Qty	Unit	DELIVERY REQUIREMENT	Price/Unit	Currency	Total price
1	FP9760338017	SLURRY RC.PUMP, CHENNAI,13900,1		FP60338-03	4.000	EA	30.09.2024			
2	FP9760338092	ALL TYPE OF TRAN SENSOR	SMITTER INCLUDING	FP60338-03	1.000	SET	30.06.2025			
3	FP9760338025	IMPELLER ASSEME	BLY	FP60338-03	4.000	EA	30.06.2025			
4	FP9760338033	COMPLETE CASING		FP60338-03	1.000	EA	30.06.2025			
5	FP9760338041	CASING LINER		FP60338-03	1.000	SET	30.06.2025			
6	FP9760338050	SEALS		FP60338-03	4.000	SET	30.06.2025			
7	FP9760338068	BEARINGS, 2 NO. I	EACH TYPE AND SIZE	FP60338-03	2.000	SET	30.06.2025			

8	FP9760338122	TEMP TRANSMITTE EA TYPE	FP60338-03	1.000	SET	30.06.2025			
9	FP9760338130	GUAGES, 5% OR 1	NO. OF EACH TYPE	FP60338-03	1.000	SET	30.06.2025		
10	FP9760338106	RTD'S 2 NO.OF EAC	CH TYPE AND LENGTH	FP60338-03	2.000	SET	30.06.2025		
11	FP9760338114	THERMOCOUPLE, 2 NO. EACH TYPE		FP60338-03	2.000	SET	30.06.2025		
12		SUPERVISION OF ERECTION AND COMMISSIONING CHARGE		ONE VISIT PER RC PUMP-10 DAYS PER VISIT	40.000	DAYS	AS PER SITE REQUIREMENT		
TOTAL PRICE OF COMPLETE PACKAGE ALONG WITH QUOTE CURRENCY								,	
Signature									
	Name								
Stamp /Seal									

SI.No.	Annexure-C for Commercial Terms and Conditions	SUPPLIER COMMENTS: REQUESTED TO OFFER EITHER CONFIRMED OR ACCEPTED OR REMARKS IF ANY DEVIATION IS TAKEN
1	Terms of Delivery and Location: FOR Destination: Destination for all items are site/North Chennai(Indigeneous) and CIP Chennai Port (Foreign Suppliers) (Cost, Packing, Forwarding, Freight & Insurance, Supervision of Erection and commissioning charges etc., are in Supplier's scope i.e. included in the quoted prices.), non acceptance of terms of delivery is laible to rejection. Evaluation will be done on grand total Package basis and Total cost to BHEL.	Non-Devaitable
2	Delivery Period:To mention clearly the exact delivery period from date of approved QAP or drawing whichever occurs later. Any delay in submission of documents and approval from BHEL/Customer will be calculated as per Annexure-I and PO amendment will be provided accordingly.	
3	Terms of payment:No Payment term Deviation is acceptable.	
4	Performance bank Guarantee(PBG) / Performance Security of 10% of Order Value to be furnished by vendor within 14 (fourteen) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations (24 Months from PAC date).	
5	Tentative PAC date for North Chennai Project is August 2025. In case of any change in PAC date, same will be informed later.	
6	Clientele List: Supplier to submit detailed clientele list with their full address including detail of contact person with phone no., fax no. & e-mail ID	
7	QP: Specific conformation to Submission of manufacturer/vendor quality plan for our review and approval.	
8	Guarantee Certificate :As per Technical Specification/ITB13, whchever occurs later.	
9	Warranty: The warranty period shall begin on the date of taking over by end customer or date of issuance of the provisional acceptance certificate for the unit (whichever occurs first) and shall end after twenty-four (24) months. Provided that the successful Supplier shall extend the provisions of this warranty to cover all repaired and replacement parts furnished under the warranty obligations hereunder, subject to the warranty period for the same being for a period of 24 months from the date on which replacement or renewal work is completed.	
10	Firm Price: Prices shall be kept firm till completion of supplies and acceptance of materials at BHEL Project Site.	
11	Contact details of bidders: Contact persons Name/Designation/Mobile No/Email ID/Fax No/Phone No.etc. should be furnished.	
12	Pointwise conformation/acceptance or comments to our technical specification is must and Each page shall be signed BY THE BIDDER and affixed the official seal.	
13	Risk Purchase Clause:Supplier Confirmation is Required.Non acceptance to risk purchase clause may leads to rejection of offer. Hence bidders are requested to accept risk purchase clause and no clarification on this will be entertained.	
14	Vendor shall duly filled and submit the MII local content delcaration form as given in the tender. Latest MII /MSME procurement circular issued by GoI and BHEL Corporate is applicable. MII declaration should be inline with the condition (if any) in which BHEL will get the vendor approval from customer.	
15	In case of MSE supplier, Vendor to submit the MSE certificate printed after April 1st'2023 from Udyam portal.	
16	Erection and Commisioning to be carried out within 15 days from the date of intimation received from BHEL.E&C payment will be initiated as per BHEL payment term after completion of Erection and Commisiong at site and submission of Job completion certificate only.	
17	Customer approved suppliers are applicable for the tender. Offers received through Global tender will be evaluated as per BHEL PQR and BHEL technical specification. Offers of technically suitable vendors shall be taken up with customer for their acceptance. The price bids of those vendors, who are approved/accepted by customer shall be opened & the price bids of those vendors, who are not approved/accepted by customer shall not be opened.	
18	Vendor to submit balance sheet and P&L documents of your company for last 3 years along with the tender documents. Annual Turnover should not be less than 1.5 Cr.	
19	All corrigenda, addenda, time extensions, clarifications etc shall be hosted on BHEL website only. Bidders shall visit BHEL website for keeping themselves updated.	
20	Packing shall be as per BHEL Packing schedule / approved drg. This shall be ensured to take care tarnsit / handling / transhipment in Road / Sea / Air. Photographs are to be submitted for BHEL review before despatching the material as per contract conditions.	

21	In case of any technical or commercial clarification/ deviation, vendor to submit separate sheet for clarification/deviation mentioning the tender document cluse numbers. Vendor is requested to clarify all technical/commercial clarification before technical bid opening	
22	For any pre-bid query please mail to narendrakmr@bhel.in, nandgopal@bhel.in,karuna@bhel.in	

(Attachment to Enquiry No. F7A1W54369							
Special Conditions of Contract (SCC) Rev 01							
il.No	ITB Clause No.	Clause	Available Options	BHEL requirements	Bidder response		
1	3	Mode of Submission	Conventional / E-Procurement	Conventional (Email)			
2	5	Type of Bid	Single part / Two Part / Three Part	Two Part			
3		Indigenous purchase - Destination	BHEL, RCPuram, Hyderabad / Site	Site/North Chennai			
4			Destination in case of Site	Site/North Chennai			
	6	Mode of Shipment	Air / Sea	Road/Sea			
5	· ·	Imports purchase - Destination	Mumbai / Navasheva / Hyderabad / Others	CIP Chennai Port			
6		Freight	Customer / BHEL / Vendor	Vendor			
7		Insurance	Customer / BHEL / Vendor	Vendor			
		Basic Custom Duty	Project Imports/ Concessional Duty / Merit Duty / Nil / Others				
8			Duty Structure	As per tender documents			
9	9	Price validity	days	180 Days			
		Optional Spares price validity	Months / years from the date of	As per tender documents			
10	8	Delivery Period	weeks / Months (Staggered delivery to be detailed)	As per tender documents			
11	18	Evaluation basis	Itemwise / Total	Total (Overall L1)			
12	0.41	Quantity Split	Splittable / Non-Splittable	Non-Splittable			
13	Others		(Tabulation for splitting to be detailed)	Not applicable			
14	9	Price Variation Clauser (PVC)	Applicable / Not applicable	Not applicable			
15		Payments Terms	As per ITB13	Applicable			
16		Tender cost	Applicable / Not applicable	Not applicable			
17	12	Earnest Money Deposit (EMD)	% of tender value / Not applicable	Not applicable			
18		E & C Supervision Charges	Applicable / Not applicable	Applicable			
19	Others	Contract execution Bank Guarantee	% of PO Value to be submitted after receipt of PO / Not Applicable	Not applicable			
20	17	Performance Bank Guarantee		10% of Order Value			
	7	Additional documentation for payment	Test / Warranty / Guaranty / O&M Manual etc.,	As per tender documents			
21	13	Max Penalty applicable on	Delayed portion / Order value	Delayed portion			
		approace on		As per tender			
			including Documentation delay , Performance , E&C etc., to be detailed ,	documents/Technical			
22	Others	Contract Specific Penalty Clause	considering Project , Unit , Set , etc.,	specification			
23		Guarantee / Warranty Period	Applicable Clause a/b/c	As per tender documents			
24	16	Contract Specific Guarantee / Warranty Period Specific period if any to be detailed		As per tender documents			
25		Customer approval of vendor	Applicable / Not applicable	Applicable			
26	Others	Drawing approval	Applicable / Not applicable Applicable / Not applicable	Applicable			
27	Gulera	QAP approval	Applicable / Not applicable Applicable / Not applicable	Applicable			
28	36	Inspection by	BHEL / BHEL TPI / Vendor TPI / Customer	Applicable			
28	30	Financial / Commercial PQC		Applicable			
30	Others	rinanciai / Commerciai PQC	Applicable / Not applicable if Applicable to be detailed	As per tender documents			

Note:

In case any BHEL requirement is not mentioned/specified above, that will be as per BHEL tender documents.