



BHEL, R.C.PURAM, HYDERABAD.
PUMPS PURCHASE
ENQUIRY SPECIAL CONDITIONS OF CONTRACT (SCC)
FORMAT NO. PUMPS/PUR/SCC/01

**Enquiry for RC VALVES AND ITS SPARES FOR
2x660 MW THDC INDIA Ltd KHURJA PROJECT MAIN AND MANDATORY SPARES**

(Supplier confirmations in each page to be filled in by the vendor and the document is to be submitted duly signed and stamped)

Enquiry No.: F7A1V42505	NAME OF THE SUPPLIER		SUPPLIER OFFER NO
	CONTACT PERSON		
	E-MAIL ID		OFFER DATE
	PHONE NO:		

**TENDER DUE DATE/
BID OPENING DATE :**

BHEL - Requirements										SUPPLIER CONFIRMATION	
Enq SI no.	Material Code	Item Description	BHEL Specification / Rev no/Var no	Total Qty	Uom	PROJECT	DELIVERY REQUIREMENT	Delivery terms for Indian vendors	Delivery terms for Foreign vendors	Vendor confirmation to supply as per BHEL Specification as applicable (YES/NO)	DELIVERY PERIOD in weeks from the date of PO for the given delivery terms
1	FP9760300079	RC VALVE MODULATING 30% 660MW-Khurja	FP60300/ REV 08/VAR 07	2	SET	2x660 MW THDC India Ltd Khurja Unit-1 & 2	15.09.2022	2x660 MW THDC India Ltd Khurja	CIF,CHENNAI SEA PORT		
2	FP9760300087	RC VALVE MODULATING 50% 660MW-Khurja	FP60300/ REV 08/VAR 08	4	SET	2x660 MW THDC India Ltd Khurja Unit-1 & 2	15.09.2022	2x660 MW THDC India Ltd Khurja	CIF,CHENNAI SEA PORT		
3	FP9760300079	RC VALVE MODULATING 30% 660MW-Khurja	FP60300/ REV 08/VAR 07	1	SET		20.06.2023	FOR BHEL RC Puram	CIF,CHENNAI SEA PORT		
5	FP9760300087	RC VALVE MODULATING 50% 660MW-Khurja	FP60300/ REV 08/VAR 08	2	SET		20.06.2023	FOR BHEL RC Puram	CIF,CHENNAI SEA PORT		
8	FP9760300192	VALVE STEM WITH PLUG ASSEMBLY	FP60300/ REV 08/VAR 19	2	SET		20.06.2023	FOR BHEL RC Puram	CIF,CHENNAI SEA PORT		



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9	FP9760300184	VALVE STEM WITH PLUG ASSEMBLY	FP60300/REV 08/VAR 18	2	SET	2x660 MW THDC India Ltd Khurja MANDATORY SPARES	20.06.2023	FOR BHEL RC Puram	CIF,CHENNAI SEA PORT		
10	FP9760300176	STACK / CAGE ASSEMBLY FOR VAR-08	FP60300/REV 08/VAR 17	2	SET		20.06.2023	FOR BHEL RC Puram	CIF,CHENNAI SEA PORT		
11	FP9760300168	SET OF SOFT PARTS FOR VAR 08	FP60300/REV 08/VAR 16	8	SET		20.06.2023	FOR BHEL RC Puram	CIF,CHENNAI SEA PORT		
12	FP9760300222	SEAT RING / VALVE SEAT FOR VAR-07	FP60300/REV 08/VAR 22	2	SET		20.06.2023	FOR BHEL RC Puram	CIF,CHENNAI SEA PORT		
13	FP9760300230	VALVE STEM WITH PLUG ASSEMBLY FOR VAR 07	FP60300/REV 08/VAR 23	2	SET		20.06.2023	FOR BHEL RC Puram	CIF,CHENNAI SEA PORT		
	FP9760300214	STACK / CAGE ASSEMBLY FOR VAR-07	FP60300/REV 08/VAR 21	2	SET		20.06.2023	FOR BHEL RC Puram	CIF,CHENNAI SEA PORT		
14	FP9760300206	SET OF SOFT PARTS FOR VAR 07	FP60300/REV 08/VAR 20	8	SET		20.06.2023	FOR BHEL RC Puram	CIF,CHENNAI SEA PORT		

Legend: Uom: Unit of Measurement

Note: 1. Terms & conditions as per Special conditions of the contract (SCC) and ITB Rev.10 is applicable.

	Signature	
	Name	
	Stamp /Seal	



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**TECHNICAL SPECIFICATION FOR BOILER FEED PUMP RECIRCULATION
(HIGH PRESSURE DROP) MODULATING CONTROL VALVE FOR SUPER-
CRITICAL POWER PLANTS**

1.0.0 INTENT OF SPECIFICATION:

The intent of specification is to procure High-pressure drop control valve for use in the recirculation system of Boiler feed pump of thermal power plant, to ensure minimum quantity of flow through the pump. The valve shall be capable of throttling from discharge pressure of Boiler feed pump to the deaerator pressure for both hot and cold conditions of operation as given at CL. 3.1.0.

2.0.0 SCOPE OF SUPPLY:

Scope of supply shall include Modulating control valve with the following accessories.

- a) Pneumatic actuator.
- b) Solenoid valve.
- c) Limit switches.
- d) Air filter regulator with output gauge.
- e) Hand wheel for manual operation.
- f) Stem travel indicator.
- g) Pneumatic tubing.
- h) Terminal box for limit switches.
- i) One set of soft goods for each valve (Soft goods shall include total number of gaskets, "O" rings, backup rings, seals, gland packing's and any other seating items required for one valve assembly) supplier shall indicate quantities of each type of packing in the enquiry.
- j) Smart Positioner.
- k) Booster relay / volume booster shall be provided wherever required.
- l) Volume tank & associated accessories.
- m) Orifice Plate in Downstream line (RO) along with Flanges, Gaskets.
- n) Universal HART calibrator 1 No. per project.


3.0.0 TECHNICAL PARAMETERS:


Boiler feed pump is variable speed type and the valve shall be suitable for the following conditions corresponding to maximum & minimum speed and temperature.


3.1.0 OPERATING CONDITIONS:


Var No.	Operation	Feed water Temp. (°C)	Inlet Pressure kg/cm ²	Flow (m ³ /hr)	Orifice Plate Downstream Pressure (kg/cm ²)	System Inlet & Outlet Pipe OD & thk. (mm)	System pipe at Orifice Plate Flange Inlet & Outlet Pipe OD & thk. (mm)	Valve body Design pressure (kg/cm ²)/ Temp (°C)
						PipeDesign Pr(kg/cm ²)/ Temp (°C)	PipeDesign Pr(kg/cm ²)/ Temp (°C)	
01 & 04	Hot	188.5	367	650	14.3	323.9 x 56 BW ends ANSIB16.25	273 x 6.35 BW ends ANSI B16.25	460/200
	Cold	110	48	196	3.4	450/200	35/200	


Ref. Doc	Revisions : Refer to record of revisions.	Prepared By : ROHIT P.	Approved By : P. SRINIVAS	Date : 10.02.2017
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Ref. Doc	Var No.	Operation	Feed water Temp. (°C)	Inlet Pressure kg/cm ²	Flow (m ³ /hr)	Orifice Plate Downstream Pressure (kg/cm ²)	System Inlet & Outlet Pipe OD & thk. (mm)	System pipe at Orifice Plate Flanges Inlet & Outlet Pipe OD & thk. (mm)	Valve body Design pressure (kg/cm ²)/Temp (°C)							
							Pipe Design Pr (kg/cm ²)/Temp (°C)	Pipe Design Pr (kg/cm ²)/Temp (°C)								
							02	Hot		190	412.8	583	15.8	301x 53 BW ends ANSI B16.25	323.9 x 9.53 BW ends ANSI B16.25	542/200
								Cold		110	37.6	164	4	542/200	40/200	
							03	Hot		190	416.1	359	15.8	232 x 41 BW ends ANSI B16.25	219.1 x 8.18 BW ends ANSI B16.25	542/200
								Cold		110	51.5	94.5	4	542/200	40/200	
							05	Hot		190	415.9	450	15.7	273 x 50 BW ends ANSI B16.25	273 x 9.27 BW ends ANSI B16.25	542/200
								Cold		110	52.9	121.2	4	490/200	40/200	
							06	Hot		190	421	448	15.8	273 x 50 BW ends ANSI B16.25	273 x 9.27 BW ends ANSI B16.25	510/200
								Cold		110	53	120	4.3	490/200	40/200	
							07*	Hot		190	484.5	297	15.5	273 x 55 BW ends ANSI B16.25	168.3 x 7.11 BW ends ANSI B16.25	525/200
								Cold		110	47.5	69.3	4.5	525/200	25/200	
							08*	Hot		190	521.5	460	15.5	323.9 x 62 BW ends ANSI B16.25	219.1 x 8.18 BW ends ANSI B16.25	525/200
								Cold		110	35	121.4	4.5	525/200	25/200	
Note *: For Var 07 & 08 Seat tightness of recirculation valve shall conform to MSS SP 61. Minimum recirculation valve with valve body designed for 40% of design Flow. Design flow of MDBFP & TDBFP are 789 m ³ /hr & 1315 m ³ /hr respectively. Valve body to be designed to accommodate a flow of 316m ³ /hr & 526m ³ /hr respectively.																
3.2.0 Pressure drop across orifice plate at cold condition shall be designed for 1 kg/cm ² 3.3.0 Valve shall go to full open condition with supply air failure to actuator and supply voltage failure to solenoid valve.																
4.0.0 DESIGN FEATURES & GENERAL REQUIREMENTS:																
4.1.0 Valve shall be pneumatically operated modulating type.																
4.1.1 Valve shall be DRAG design type (Applicable only for Var-04).																


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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.		<p>4.2.0 The multiple stages shall be such that the controlled pressure drop across each stage shall ensure that the valve doesn't cavitate in any of the stages.</p> <p>4.3.0 Bidder shall offer multistage trims valves. Trim shall be of multistage and multipath design with number of discrete pressure drop stages to eliminate the chances of erosion, cavitation, noise and vibration throughout the control range of the valve.</p> <p>4.4.0 Balanced trim valves shall be offered for high shut-off pressure or high pressure drop condition to reduce the size of the actuators.</p> <p>4.5.0 Quick replacement type trim shall be considered for easy maintenance.</p> <p>4.6.0 The control valves and accessories equipment furnished by the Bidder shall be designed, constructed and tested in accordance with the latest applicable requirements of code for pressure piping ANSI B 31.1, the ASME Boiler & pressure vessel code, Indian Boiler Regulation (IBR-IIIC), ISA, and other standards specified elsewhere as well as in accordance with all applicable requirements of the "Federal Occupational Safety and Health Standards, USA" or acceptable equal standard. Bidder shall provide the IBR certificates for all the Control valves coming on piping system under IBR scope. Inspection agency for IBR tests & certificates shall be an approved agency of IBR.</p> <p>4.7.0 The design of valve body shall confirm to the requirements of ANSI B-16.34 and other applicable standards for dimensions, material thickness and material specification for their respective pressure classes.</p> <p>5.0.0 <u>CONTROL VALVE SIZING & CONSTRUCTION:</u></p> <p>5.1.0 Control valve body shall be selected as per the ISA Guideline. The valve body shall be of forged steel.</p> <p>5.2.0 The control valve sizing (Cv / Kv) shall be based on following guidelines:</p> <p>a) The valves shall pass normal flow (MCR condition) with 60 to 70 percent opening for linear characterised valves and between 70 to 80 percent opening for equal percentage characterised valves.</p> <p>b) The valves shall have adequate range ability to pass the minimum and maximum flows at 10% and 85% of the valve opening respectively. Valve stem travel range from minimum to maximum flow condition shall not be less than 50% of the total valve stem travel.</p> <p>c) Valve Cv shall be selected in such a way that the valve shall be capable of handling at least 120% of required maximum flow.</p> <p>d) The valve selection shall be based on the highest size dictated by the above considerations unless noise, flashing or other factors dictate the final selection.</p> <p>e) Trim exit outlet velocity as defined in ISA handbook does not exceed 8 m/sec for liquid services, 150 m/sec for steam services and 50/% of sonic velocity for flashing services The sizing procedure followed shall be as per latest edition of ANSI/ISA or equivalent standard.</p> <p>5.3.0 Each recirculation line will be routed independently to deaerator storage tank. An orifice, with a small pressure drop, shall be fitted in each line near the deaerator to prevent any flashing in the pipeline. This Orifice plate along with counter flanges and fasteners to be supplied along with RC Valve.</p>		
Ref. Doc	<p>5.4.0 Bidder to furnish detailed calculation for trim exit velocity and valve outlet velocity in technical proposal stage.</p>			


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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.			<p>5.5.0 Bidder to furnish detailed noise calculation for all valves. Which will be subject to Employer's approval during detailed engineering.</p> <p>5.6.0 Control valves for steam and water applications shall be designed to prevent cavitation, wire drawing, flashing on the downstream side of valve and downstream piping. Thus for cavitation/flashing service, only valve with anti-cavitation trim shall be provided. Bidder shall furnish in his proposal detailed calculations to establish whether cavitation will occur or not under any operating condition for a particular application. These calculations clearly indicating shall be subject to BHEL review and approval and in case it is established at any stage of the contract that cavitation will occur, the Bidder shall provide anti-cavitation trim for the same at no extra price. Further the Bidder shall furnish in his proposal the detailed write up, technical literature etc. clearly indicating as to how the occurrence of cavitation shall be prevented by the design of this offered anti-cavitation trim. The valve design which only shifts the occurrence of cavitation for minimizing the erosion will not be acceptable.</p> <p>5.7.0 Control valves shall have leakage class equal or better than class-VI with metal-to-metal seating (For Var-04) and Class-V for all other variants.</p> <p>5.8.0 The control valve induced noise shall be limited to 85 dBA at 1 meter from the valve surface under actual operating conditions. The noise abatement shall be achieved by valve body and trim design and not by use of silencers.</p> <p>5.9.0 Bidder shall furnish the Control valve manufacturer's data sheets and sizing calculations including the inlet/outlet velocity calculations with the proposal, which will be subjected to BHEL approval during detailed engineering stage.</p> <p>5.10.0 The exact characteristic (i.e. Linear/equal percentage/quick-opening type) for each of the control valves shall be selected to match the process requirements and shall be subjected to BHEL approval during detailed engineering stage.</p> <p>6.0.0 <u>VALVE CONSTRUCTION:</u></p> <p>6.1.0 All valves shall be of globe body design.</p> <p>6.2.0 a) Valves with high lift cage guided plugs & quick-change trims shall be supplied. The quick change trim shall consist of a cage and a seating clamped in the valve body by the valve bonnet and sealed with a spiral wound stainless steel asbestos gasket. The trim shall be removable through the top after bonnet removal without any cutting or welding of the valve. Where applicable, plugs shall be designed to include pressure balancing for cage guided valves.</p> <p>b) The valve offered shall have pressure reduction through multi-stage, multi-path, axial flow/radial flow anti-cavitation design. The trim / stack shall be provided with parallel sets of multiple axial/radial holes. The flow path through the holes shall be staggered and shall be determined by the valve plug. Pressure reduction through contours or steps formed on the valve stem/spindle is not acceptable.</p> <p>6.3.0 Cast Iron valves are not acceptable.</p> <p>6.4.0 Bonnet joints for all control valves shall be of the flanged and bolted type or other construction acceptable to the Employer. Bonnet joints of the internal threaded or union type will not be acceptable.</p> <p>6.5.0 Plug shall be of one-piece construction cast, forged or machined from solid bar stock. Plug shall be screwed and pinned to valve stems or shall be integral with the valve stems.</p> <p>6.6.0 All valves connected to vacuum on downstream side shall be provided with packing suitable for vacuum applications (e.g. double vee type chevron packing)</p>	
	Ref. Doc			

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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.		<p>6.7.0 Valve characteristic shall match with the process characteristics.</p> <p>6.8.0 Extension bonnets shall be provided when the maximum temperature of flowing fluid is greater than 280 deg. C.</p> <p>6.9.0 Flanged valves shall be rated at no less than ANSI press class of 300 lbs.</p> <p>6.10.0 The gland material shall be chosen to suit the operating temperature. However, Asbestos is not to be used.</p> <p>6.11.0 All control valves shall have stems, guide bushings, plugs, seat rings, stem lock pin, stuffing box parts and other trim parts made of stainless steel. Valve guide posts and bushings shall be stellited faces for applications involving high pressure drop as well as for flashing and cavitation applications.</p> <p>6.12.0 Stem travel indicators shall be provided on all valves.</p> <p>6.13.0 Each valve shall have an arrow fixed permanently on the valve body to indicate the correct direction of flow.</p> <p>6.14.0 Each valve shall have a stainless steel name plate permanently fastened to the yoke which shall be visible when the valves are in service. The name plate shall indicate valve serial no., body material, size, pressure rating, trim material & type, action in air failure, steam travel, Rated Cv etc.</p> <p>6.15.0 Suitable lugs shall be provided on the valve body/Assembly for lifting/handling and to assist placement of the valve assembly in the desired position.</p> <p>6.16.0 Valve orientation (inlet/outlet) shall be as per Annexure-1.</p> <p>7.0.0 VALVE MATERIALS:</p> <p>I. Body : As per ASTM-A217 Gr. WC9 II. Trim : SS 440 C</p> <p>However, Bidder may offer valves with body and trim materials better than specified materials and in such cases Bidder shall furnish the comparison of properties including cavitation resistance, hardness, tensile strength, strain energy, corrosion resistance and erosion resistance etc. of the offered material vis-a-vis the specified Material for BHEL consideration and approval.</p> <p>8.0.0 END PREPARATION:</p> <p>Valve body ends shall be butt welded type as per ANSI B 16.25 for control valves of sizes 65 mm and above. Valve inlet and outlet pipe size details are given at Cl. No. 3.1.0. Required valve edge preparation details will be furnished during contract execution stage. Bidder shall offer valve body such that it is directly weldable to pipe size without any cost implication to BHEL.</p> <p>Orifice plate flanges to ends shall be butt welded type as per ANSI B 16.25. Recirculation line size details are given at Cl. No. 3.1.0. Required Flange edge preparation details will be furnished during contract execution stage. Bidder shall offer Flanges such that it is directly weld able to pipe size without any cost implication to BHEL.</p> <p>9.0.0 VALVE ACTUATORS:</p> <p>The control valves shall be furnished with pneumatic actuators. Spring-diaphragm type actuators shall generally be used. Piston type actuators shall be offered in case of high shut-off pressure & quick response requirement. The Bidder shall be responsible for proper selection and sizing of valve actuators in accordance with the Pressure drop and maximum shut off pressure and leakage class requirements. The Valve actuators</p>		
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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.		<p>shall be capable of operating at 80 deg C continuously. The actuator shall be designed for 150% thrust required for the valve (at shut-off pressure) at an air line supply pressure of 5.5 Kg/Sq.cm.</p> <p>Diaphragms shall be designed for 200% maximum operating pressure. Nylon reinforced neoprene is preferred as diaphragm material.</p> <p>Air connection size shall be 1/4" NPT (F) unless otherwise dictated by process response time. Integral tubing shall be stainless steel.</p> <p>All actuators shall be of fail safe design signifying that the spring direction will tend to move the valve to open in case of air failure. "Failure to Open" shall be marked on the actuator.</p> <p>Actuators shall be supplied with name plates which indicate the diaphragm air pressure at full open and full closed positions. For single seated valves the pressure shall be listed for maximum differential and for zero differential across the valve.</p> <p>Opening and Closing time of the valve shall be less than 10 seconds.</p> <p>10.0.0 CONTROL VALVE ACCESSORY DEVICES:</p> <p>10.1.0 All pneumatic actuated control valve accessories such as air locks, hand wheels/hand-jacks, limit switches, microprocessor based electronic Positioner, diffusers, external volume chambers, position transmitters (capacitance or resistance type only), reversible pilot for Positioner, tubing and air sets, solenoid valves and junction boxes etc. shall be provided as per the requirements.</p> <p>10.2.0 Limit Switches:</p> <p>Limit Switches shall have not less than two normally open and two normally closed contacts in both open and closed conditions. Electrical rating of the limit switch contacts shall be 240V AC, 5.0 amps or 220V DC, 0.5 Amps. The enclosure of the limit switches shall be as per IP-65. Each limit switch shall be supplied with cable glands.</p> <p>10.3.0 Solenoid Valves:</p> <ol style="list-style-type: none"> 1. Operating Principle : Electromagnetic (noiseless). 2. Coil voltage rating : 240 V AC /24 V DC (as required). 3. Ways : 2/3/4 way. 4. Port size : 1/4" NPT all ports. 5. Body : SS bar stock Trim : SS-316. 6. Duty : Suitable for continuous energization. 7. Sealing : Airtight and leak proof. 8. Ambient Temperature : 0 - 50 OC. 9. Fluid Temperature : 0-200 OC (approx.). 10. Coil Enclosure : Stainless Steel. 11. Insulation : Class-H. 12. Coil Casing : IP-65 (Explosion proof for NEC Class- 1, Division-1 area). 13. Mounting : On pipe or on panel. 14. Cable Connection : 1/2" NPT. 15. Air filter regulator shall have sintered bronze filter element with maximum 5 microns filter size & 2 inch dial size pressure gauges. 16. Accessories : Terminals and Cable gland for connecting power supply, SS Tag plate. <p>10.4.0 Tubing & Air Sets:</p> <p>The tubing required to interconnect devices assembled together shall be fully annealed soft copper conforming to ASTM-B.68 or B.75 (USA). Swaged type flare less tubing fittings shall be used for tubing connections.</p>		
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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.		<p>Control valves shall be provided with a combination of filter regulator and shall be mounted on the valve itself. Filter regulator shall be suitable for a maximum inlet pressure of 10 kg/cm². Filter regulator shall have built-in housing blow down valves and a 2" pressure gage. Filter shall be made of sintered bronze and size shall not be more than five microns.</p> <p>10.5.0 Smart Positioner:</p> <p>i) The valve shall be offered with HART protocol based Smart Electro Pneumatic Positioners to ensure accuracy and repeatability of response.</p> <p>ii) Positioners shall have integral non contact type position transmitter, input and output gauges, local keypad & display and 4-20 mA DC output to DDCMIS in CCR.</p> <p>iii) Positioners shall be capable of functioning under hot, humid and vibrating conditions.</p> <p>iv) Positioner casings shall be dust tight, corrosion resistant and weatherproof to IP 65 and explosion proof in hazardous areas.</p> <p>v) In general, positioner shall operate at signal range 4 – 20 mA DC for the full travel of the valve. Split range operation in few cases may be required.</p> <p>vi) Remote calibration from control room shall be possible through HART management station.</p> <p>vii) Universal HART calibrator to be provided- 1 no. per project.</p> <p>10.6.0 JUNCTION BOX:</p> <ol style="list-style-type: none"> 1. Type of Enclosure: Dust tight & weatherproof conforming to IP 65 2. Material: 3 mm sheet steel / fiberglass reinforced polyester (UV stabilized) 3. Type of Cover: Solid unhinged with retention chain / Screwed at all four corners 4. Paint: RAL 7032-Siemens Grey 5. Mounting: Surface / Two (2) inch Pipe stanchion (At a dry compartment at one side of the enclosure / rack with front opening type door) 6. Cable Entry: 3 mm (min) Bottom / side Gland plate 7. Gasket: Neoprene 8. Grounding: Brass earth lug with green screw head External-2 no's, Internal-1no. (M6) 9. Number of Drain Holes: Two at bottom capped 10. Identification: Label for JB and Tags for cable 11. Accessories: a) Rail mounted cage clamp type screwless terminals (suitable for conductor size up to 2. 5sq.mm of suitable voltage grade) with markers and 20% spare terminals <ol style="list-style-type: none"> b) Cable gland (Brass) & raceways c) Ferrules & lugs (Brass) d) Aluminum back panel e) Canopy at top f) Mounting brackets g) bolts and nuts made of brass etc. <p>10.7.0 Bidder to provide Cast Steel (CS) yokes. Cast Iron (CI) yokes are Not Acceptable.</p>		
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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.		<p>11.0.0 <u>QUALITY ASSURANCE & TESTS:</u></p> <p>All valves including actuators shall be tested in accordance with the quality assurance program agreed between the Employer and Contractor, which shall meet the requirements of IBR and other applicable codes mentioned elsewhere in the specifications.</p> <p>The quality control plans and reference documents shall be furnished for BHEL approval. If required supplier shall depute their representative for discussions and finalization of quality plan and reference documents with BHEL.</p> <p><i>The tests shall include but not be limited to the following:</i></p> <p>11.1.0 Non Destructive Test as per ANSI B-16.34.</p> <p>11.2.0 Valve closure test and seat leakage test in accordance with ANSI-B 16.34/FCI 70.2 standard and as per the leakage class indicated above.</p> <p>11.3.0 Functional Test: The fully assembled valves including actuators control devices and accessories shall be functionally tested to demonstrate times from open to close position.</p> <p>11.4.0 Properties of materials shall be determined from the test pieces fully representative of the material and its condition. Detailed results of the test conducted to determine the mechanical properties, chemical analysis and details of heat treatment procedure shall be recorded on certificates.</p> <p>11.5.0 Hardness check shall be carried out on all hard faced/stellited surfaces, if any.</p> <p>11.6.0 Bar stock for valves stem shall be subjected to UT. Finish machined valve stem shall be subjected to magnetic particle examination/dye penetration test.</p> <p>11.7.0 Wall thickness measurement by ultrasonic for critical and highly stressed zones of the castings / forging shall be carried out.</p> <p>11.9.0 <u>Hydrostatic shell test:</u></p> <p>11.9.1 Valves shall be subjected to hydrostatic shell test in accordance with ANSI-B 16.34 prior to seat leakage test. If the valves are reworked on the pressure parts for any reason after hydrostatic test, they must be retested.</p> <p>11.9.2 Valves shall be hydrostatically tested in manufacturer's works in accordance with code requirements. All hydrostatic testing and inspection shall be completed before any paint is applied to valve body. Certificates of inspection shall be executed in accordance with the latest and required codes and shall be forwarded to the Engineer.</p> <p>11.9.3 All gaskets used for test shall be of the same material and designs as specified for the finished product. Where mechanical gasket joints and broken following tests, new gasket shall be furnished with the equipment and the joints shall be re-tested.</p> <p>11.10.0 <u>Leakage Test:</u></p> <p>11.10.1 Valve closure test and seat leakage tests shall be performed in accordance with ANSI/FCI 70.2 and as per applicable leakage class. Seat leakage test shall be carried out by closing the valve with the help of job actuator. Actuator body shall be subjected to pneumatic test and no leakage is permitted.</p> <p>11.10.2 If valves are disassembled after the completion of the valve closure and seat leakage tests for any rectification, these tests shall be repeated.</p>		
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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.		<p>11.11.0 Functional Tests:</p> <p>The fully assembled or completed valves including the actuators control devices and accessories shall be functionally tested to demonstrate the operability and response time of the valve and the actuator. This may be done by cycling the valves 3 or 4 times from open to close position. The same controller can be used to test each valve. These tests shall also include the verification of control valve operation features such as stay put operation, fail to open, fail to close on air failure, control signal failure etc. in line with the specification requirement.</p> <p>11.12.0 Life Cycle Test (Type test):</p> <p>Type test certificate carried out earlier by the vendor on similar design size and the type of valve and actuator shall be furnished. The certificate shall contain the model no. /size of the valve and actuator. The actuators of the valves shall be tested for compliance with the life cycle data in line with the relevant standards. The voltage, current rating and insulation class of solenoid operated valve shall be tested for compliance with specification requirement.</p> <p>11.13.0 Cv Test:</p> <p>Cv test shall be carried out as per approved test procedure on each size, type and design of the each Purchase Order. As per ISA-75.02 standard from 0 to 100% of the valve travel in steps of 20% and test values shall meet published catalogue requirements taking into consideration the allowable tolerances as per ISA-75.11 and test report shall be furnished for BHEL approval. Before commencing the test, Cv type test procedure shall be submitted for BHEL review and approval.</p> <p>11.14.0 WITNESSING OF TESTS BY BHEL/END USER/TPIA:</p> <p>The following tests shall be offered for Witness by BHEL/End User/TPIA</p> <ol style="list-style-type: none"> a) Physical Dimensions of the Valve b) Hydro Test c) Performance Test d) Seat leakage Test e) Cv Type Test (one valve of each type, size & design of each purchase order) <p>* Tests indicated at d) & e) above, shall be witnessed by BHEL.</p> <p>12.0.0 PACKAGE :</p> <p>12.1.0 Guidelines for Packing</p> <ul style="list-style-type: none"> ✓ After inspection of control valves assembly. Smart Positioner along with Pressure Gauge shall be disassembled & packed separately. ✓ Threaded connection of Smart Positioner & Pressure Gauge shall be shipped with the end caps fitted to avoid any damage. ✓ Instructions with sketch for mounting the Smart Positioner & Pressure Gauge shall be sent along with the aforesaid accessories. ✓ Packing of the control valves and Smart Positioner along with Pressure Gauge shall be done in separate wooden boxes/cases in order to avoid damage during transit and also during storage at site in tropical climatic conditions for a period of 18-24 months. ✓ The Vendor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing. The Packing shall be Sea-worthy. ✓ All valves & smart positioner along with pressure gauges shall be packed properly with quality wooden planks with proper wooden frame support. Moreover the valves are internally covered with polythene sheets to protect from the water and moisture entry. 		
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- ✓ Stronger shock absorbing cover material like expanded Polyurethane which can take any direct impact on it shall be used for packing.
- ✓ Proper reaper support to be provided in the packing and Valve assembly to be aligned properly to avoid the damage of accessories during transit due to vibration effect.
- ✓ Marking for Fragile & Condensing environment shall be done on the packing box.



The Following Details are to be marked on the Packing Cases

- ✓ Address of consignee
- ✓ Purchase order no.
- ✓ Description of items or title of packing list
- ✓ Weight
- ✓ Dimension of the Box
- ✓ Marking showing upright position
- ✓ Marking showing sling position
- ✓ Marking showing umbrella
(i.e. for machines/components to be stored under covered storage).


12.3.0 PROTECTION


All coated surface shall be protected against abrasion, impact, discoloration and any other damages. All exposed threaded portions shall be suitably protected with either a metallic or a non-metallic protecting device. All ends of all valves and piping and conduit equipment connections shall be properly sealed with parts which are likely to get rusted, due exposure to weather should also be properly treated and protected in a suitable manner. EMI/static charge proof packaging should be used for PLC/Electronic hardware.


13.0.0 PRESERVATIVE SHOP COATING:

13.1.0 All exposed metallic surface to corrosion shall be protected by shop application of suitable coatings. All surfaces which will not be easily accessible after the shop assembly, shall before hand be treated and protected for the life of the equipment. All surfaces shall be thoroughly cleaned of all mill scale oxide and other coatings are

Prepared in the shop, the surfaces that are to be finish painted after installation or require corrosion protection until installation, shall be shop painted with at least two

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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.		<p>coats of primer. Transformers and other electrical equipment, if included shall be shop finished with one or more coats of primer and two coats of high grade resistance enamel. The finished colours shall be as per manufacturer's standards to be selected and specified by the Engineer at a later stage.</p> <p>13.2.0 Shop primer for all steel surface which will be exposed to operating temperature below 95°C shall be selected by the Contractor. Special high temperature primer shall be used on surface exposed to temperature higher than 95°C.</p> <p>13.3.0 All other steel surfaces which are not to be painted shall be coated with suitable dust preventive compound subject to the approval of the Contractor.</p> <p>14.0.0 RATING PLATES, NAME PLATES AND LABELS:</p> <p>14.1.0 Each main and auxiliary item of plant is to have permanently attached to it in a conspicuous position rating plates of non-corrosive material upon which is to be engraved manufacturer name, equipment, type or serial number together with details of the loading conditions under which the item of plant in question has been designed to operate and such diagram plates as may be required by the Engineer.</p> <p>14.2.0 Each item of plant is to be provided with nameplate or label designing the service of the particular equipment. The inscriptions are to be approved by the Engineer or as detailed in the appropriate sections of the Technical Specifications.</p> <p>14.3.0 Such nameplates or labels are to be of white non-hygroscopic materials with engraved back lettering or alternatively in the case of indoor circuit breakers, starters, etc. of transparent plastic material with suitably colored lettering engraved on the back.</p> <p>14.4.0 Terms of plant such as valves and dampers, which are subject to handling, are to be provided with engraved chromium plated or label with engraving filled with enamel. The nameplates for valves shall be marked in accordance with MSS standard Sp-25 and ANSI B 16.34 as minimum.</p> <p>15.0.0 DOCUMENTS TO BE FURNISHED ALONG WITH OFFER:</p> <p>a) GA drawing (shall include weld end details, outline dimensions and other terminal details) for BHEL review and approval.</p> <p>b) Sectional drawing (including Part list with Material of construction)</p> <p>c) Data sheet for BHEL review and approval.</p> <p>d) CV & anti-cavitation calculations along with outlet velocity calculation.</p> <p>e) Detailed velocity calculation across each discrete stage for BHEL review and approval.</p> <p>f) Catalogue for valve, actuator and accessories. Model nos. chosen shall be marked on the catalogues.</p> <p>g) Quality plans and reference documents (if other than international standards are referred)</p> <p>h) Test Procedure for the following tests to be submitted for BHEL review and approval.</p> <p>1. Performance Test</p>		
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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.		<p style="text-align: center;">2. Seat leakage Test 3. Cv Type Test</p> <p>16.0.0 DOCUMENTS TO BE FURNISHED AFTER PLACEMENT OF ORDER:</p> <ol style="list-style-type: none"> a) GA drawing (shall include weld end details , outline dimensions and other terminal details) for BHEL review and approval. b) Sectional drawing (including part list with Material of construction) & Data Sheet for BHEL review and approval. c) Hook-up diagram of Control Valve with Actuator & Accessories. d) Valve Edge preparation details. e) All calculations like CV & anti-cavitation calculations, Noise Level, Trim Exit Velocity, Valve Outlet Velocity, Actuator sizing etc. f) All relevant catalogues for the models of the valves as well as accessories finalized. g) O & M instructions. h) Preservations and storage instruction write up for valve and its accessories. i) Detailed velocity calculation across each discrete stage for BHEL review and approval. j) Quality plans shall be in BHEL format k) Documentation package (Quality file) l) Test Procedure for the following tests to be submitted for BHEL review and approval. <ol style="list-style-type: none"> 1. Performance Test 2. Seat leakage Test 3. Cv Type Test <p>For (a) & (b) as listed above reproducible shall be furnished. Final approved drawings shall be furnished in CD-ROM.</p> <p>16.1.0 Guarantee shall be as specified in the enquiry.</p> <p>17.0.0 Quality Assurance plan of Control valve & actuators shall be as per BHEL format.</p> <p>18.0.0 VARIANT NOS & MATERIAL CODES:</p> <table border="1" data-bbox="381 1333 1461 1858"> <thead> <tr> <th>VAR. No</th> <th>DESCRIPTION</th> <th>BHEL Material Code</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>RC VALVE MODULATING TYPE FOR 800MW</td> <td>FP9760300010</td> </tr> <tr> <td>02</td> <td>RC VALVE MODULATING 50% 800MW PATRATU</td> <td>FP9760300028</td> </tr> <tr> <td>03</td> <td>RC VALVE MODULATING 30% 800MW PATRATU</td> <td>FP9760300036</td> </tr> <tr> <td>04</td> <td>RC VALVE MODULATING TYPE 800MW (YADADRI)</td> <td>FP9760300044</td> </tr> <tr> <td>05</td> <td>RC VALVE MODULATING TYPE 50% 660MW(PANKI)</td> <td>FP9760300052</td> </tr> <tr> <td>06</td> <td>RCVALVE MODULATING TYP 50% 660MW (UDANGUDI)</td> <td>FP9760300060</td> </tr> <tr> <td>07</td> <td>RCVALVE MODULATING TYP 30% 660MW (KHURJA)</td> <td>FP9760300079</td> </tr> <tr> <td>08</td> <td>RCVALVE MODULATING TYP 50% 660MW (KHURJA)</td> <td>FP9760300087</td> </tr> </tbody> </table>			VAR. No	DESCRIPTION	BHEL Material Code	01	RC VALVE MODULATING TYPE FOR 800MW	FP9760300010	02	RC VALVE MODULATING 50% 800MW PATRATU	FP9760300028	03	RC VALVE MODULATING 30% 800MW PATRATU	FP9760300036	04	RC VALVE MODULATING TYPE 800MW (YADADRI)	FP9760300044	05	RC VALVE MODULATING TYPE 50% 660MW(PANKI)	FP9760300052	06	RCVALVE MODULATING TYP 50% 660MW (UDANGUDI)	FP9760300060	07	RCVALVE MODULATING TYP 30% 660MW (KHURJA)	FP9760300079	08	RCVALVE MODULATING TYP 50% 660MW (KHURJA)	FP9760300087
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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.		<p>19.0.0 SPARES</p> <p>(A) Mandatory spares to be considered as separate package. Mandatory spares to be packed in different color & shipped separately. Marking on mandatory spares must be in different color from main supply so that these are easily identifiable at site.</p> <p>(B) Recommended Spares:</p> <p>In addition to the Mandatory spares mentioned, the bidder shall also furnish a List of Recommended spares for 3 years of normal operation of the Control valves/ Accessories. BHEL/Customer reserves the right to buy any or all of the recommended spares. The prices of these spares will remain valid for a period of minimum 6 months after the placement of order.</p> <p>(C) Start-up & Commissioning Spares:</p> <p>Start-up and Commissioning spares are those spares, which may be required during the start-up and commissioning of the Control Valves. All start-up spares, which are supplied under this contract, shall be strictly interchangeable with the parts for which they are intended for replacements. The format for price schedule to be filled-up by the bidder is enclosed in Volume-III.</p> <p>The Start-up and commissioning spares indicated by the bidder shall be a part of the main Control valves supply. However bidder to indicate prices separately. The list of these spares required is enclosed in the section-D of this specification.</p> <p>Bidder to indicate the service life expectancy period for the spare parts under normal working conditions. The spares shall be treated and packed for long storage, under climatic conditions prevailing at site. Small items shall be packed in sealed transparent plastic bags with desiccators' packs as necessary.</p> <p>(D) For Spare Variant Table:</p> <table border="1" data-bbox="305 1218 1469 1864"> <thead> <tr> <th colspan="4">Spares for Var-01</th> </tr> <tr> <th>S.No</th> <th>Description</th> <th>Material Code</th> <th>Remark/Applicable</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>LIMIT SWITCH FOR MOD RC VALVE</td> <td>FP9760300516</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>2</td> <td>POSITIONERS</td> <td>FP9760300524</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>3</td> <td>ACTUATOR PISTON SEAL KIT</td> <td>FP9760300532</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>4</td> <td>COMPLETE SOFT SEAL FOR</td> <td>FP9760300540</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>5</td> <td>VALVE DISC & VALVE SPINDLE</td> <td>FP9760300559</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>6</td> <td>VALVE SEAT FOR</td> <td>FP9760300567</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>7</td> <td>ACTUATOR SUB ASSEMBLY</td> <td>FP9760300575</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>8</td> <td>GUIDE</td> <td>FP9760300583</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>9</td> <td>COUPLING NUT</td> <td>FP9760300591</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>10</td> <td>ACTUATOR PISTON WITH ROD& SEAL</td> <td>FP9760300605</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>11</td> <td>VALVE TRIM</td> <td>FP9760300613</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>12</td> <td>SOLENOID VALVE</td> <td>FP9760300621</td> <td>Applicable for Var- 01</td> </tr> <tr> <td>13</td> <td>*****NOT USED*****</td> <td>FP9760300630</td> <td>---</td> </tr> <tr> <td>14</td> <td>*****NOT USED*****</td> <td>FP9760300656</td> <td>---</td> </tr> <tr> <td>15</td> <td>FEEDBACK LINKAGES</td> <td>FP9760300664</td> <td>Applicable for Var- 01</td> </tr> </tbody> </table>			Spares for Var-01				S.No	Description	Material Code	Remark/Applicable	1	LIMIT SWITCH FOR MOD RC VALVE	FP9760300516	Applicable for Var- 01	2	POSITIONERS	FP9760300524	Applicable for Var- 01	3	ACTUATOR PISTON SEAL KIT	FP9760300532	Applicable for Var- 01	4	COMPLETE SOFT SEAL FOR	FP9760300540	Applicable for Var- 01	5	VALVE DISC & VALVE SPINDLE	FP9760300559	Applicable for Var- 01	6	VALVE SEAT FOR	FP9760300567	Applicable for Var- 01	7	ACTUATOR SUB ASSEMBLY	FP9760300575	Applicable for Var- 01	8	GUIDE	FP9760300583	Applicable for Var- 01	9	COUPLING NUT	FP9760300591	Applicable for Var- 01	10	ACTUATOR PISTON WITH ROD& SEAL	FP9760300605	Applicable for Var- 01	11	VALVE TRIM	FP9760300613	Applicable for Var- 01	12	SOLENOID VALVE	FP9760300621	Applicable for Var- 01	13	*****NOT USED*****	FP9760300630	---	14	*****NOT USED*****	FP9760300656	---	15	FEEDBACK LINKAGES	FP9760300664	Applicable for Var- 01
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Spares for Var-02

S.No	Description	Material Code	Remark/Applicable
1	SMART POSITIONERS & ACCESSORIES	FP9760300672	Applicable for Var- 02
2	COMPLETE SOFT SEAL KIT	FP9760300680	Applicable for Var- 02
3	VALVE STEM WITH PLUG ASSEMBLY	FP9760300699	Applicable for Var- 02
4	ACTUATOR ASSEMBLY	FP9760300710	Applicable for Var- 02
5	SEAT RING / VALVE SEAT	FP9760300702	Applicable for Var- 02
6	DIAPHRAM/PISTON,ORINGS,SEALS ETC	FP9760300729	Applicable for Var- 02
7	STACK / CAGE ASSEMBLY	FP9760300737	Applicable for Var- 02
8	SOLENOID VALVES	FP9760300745	Applicable for Var- 02
9	E/P CONVERTERS	FP9760300753	Applicable for Var- 02
10	FILTER REGULATORS	FP9760300761	Applicable for Var- 02
11	PRESSURE GUAGES OF ALL TYPES	FP9760300770	Applicable for Var- 02

Spares for Var-03

S.No	Description	Material Code	Remark/Applicable
1	SMART POSITIONERS & ACCESSORIES	FP9760300788	Applicable for Var- 03
2	COMPLETE SOFT SEAL KIT	FP9760300796	Applicable for Var- 03
3	VALVE STEM WITH PLUG ASSEMBLY	FP9760300800	Applicable for Var- 03
4	ACTUATOR ASSEMBLY	FP9760300826	Applicable for Var- 03
5	SEAT RING / VALVE SEAT	FP9760300818	Applicable for Var- 03
6	DIAPHRAM/PISTON,ORINGS,SEALS ETC	FP9760300834	Applicable for Var- 03
7	STACK / CAGE ASSEMBLY	FP9760300842	Applicable for Var- 03
8	SOLENOID VALVES	FP9760300850	Applicable for Var- 03
9	E/P CONVERTERS	FP9760300869	Applicable for Var- 03
10	FILTER REGULATORS	FP9760300877	Applicable for Var- 03
11	PRESSURE GUAGES OF ALL TYPES	FP9760300885	Applicable for Var- 03

Spares for Var-04

S.No	Description	Material Code	Remark/Applicable
1	LIMIT SWITCH FOR MOD RC VALVE	FP9760300893	Applicable for Var- 04
2	POSITIONERS	FP9760300907	Applicable for Var- 04
3	ACTUATOR PISTON SEAL KIT	FP9760300915	Applicable for Var- 04
4	COMPLETE SOFT SEAL	FP9760300923	Applicable for Var- 04
5	VALVE DISC & VALVE SPINDLE	FP9760300931	Applicable for Var- 04
6	VALVE SEAT	FP9760300940	Applicable for Var- 04
7	ACTUATOR SUB ASSEMBLY	FP9760300958	Applicable for Var- 04
8	GUIDE	FP9760300966	Applicable for Var- 04
9	COUPLING NUT	FP9760300974	Applicable for Var- 04
10	ACTUATOR PISTON WITH ROD& SEAL	FP9760300982	Applicable for Var- 04
11	VALVE TRIM	FP9760300990	Applicable for Var- 04
12	SOLENOID VALVE	FP9760300508	Applicable for Var- 04
13	FEEDBACK LINKAGES	FP9760300494	Applicable for Var- 04



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Spares for Var-05

S.No	Description	Material Code	Remark/Applicable
1	RC VALVE STEM PACKING	FP9760300486	Applicable for Var- 05
2	MOULDED RUBBER DIAPHRAGMS	FP9760300478	Applicable for Var- 05
3	LUBRICANTS FOR GASKETS-1YR CONSUMPTION	FP9760300460	Applicable for Var- 05
4	RC VALVE LIMIT SWITCHES	FP9760300451	Applicable for Var- 05
5	RC VALVE POSITIONER	FP9760300443	Applicable for Var- 05
6	RC VALVE POSITIONER TRANS	FP9760300435	Applicable for Var- 05
7	COMPLETE VALVE TRIM ASSY	FP9760300427	Applicable for Var- 05
8	RC VALVE ACTUATOR ASSY	FP9760300419	Applicable for Var- 05
9	SOLENOID VALVES	FP9760300400	Applicable for Var- 05
10	AIR LOCK RELAYS	FP9760300397	Applicable for Var- 05
11	SOFT GOODS KIT FOR RC VALVE	FP9760300389	Applicable for Var- 05
12	METAL SEAT SET	FP9760300370	Applicable for Var- 05
13	SEAT RING SET	FP9760300362	Applicable for Var- 05
14	SPINDLE ASSY	FP9760300354	Applicable for Var- 05
15	ACTUATOR SOFT GOODS KIT	FP9760300346	Applicable for Var- 05
16	AIR FILTER REGULATORS	FP9760300338	Applicable for Var- 05

Spares for Var-06

S.No	Description	Material Code	Remark/Applicable
1	RC VALVE ACTUATOR ASSY VAR-06	FP9760300311	Applicable for Var- 06
2	COMPLETE VALVE TRIM ASSY FOR VAR-06	FP9760300303	Applicable for Var- 06
3	COMPLETE DIAPHRAGM ASSY FOR VAR-06	FP9760300249	Applicable for Var- 06
4	SOLENOID VALVES ASSY FOR VAR-06	FP9760300281	Applicable for Var- 06
5	PNEUMATIC AIR-FILTER/REGULATR FOR VAR06	FP9760300273	Applicable for Var- 06
6	POSITION FEEDBACK TRANSMITTER FOR VAR06	FP9760300265	Applicable for Var- 06
7	AIR LOCK RELAYS FOR VAR-06	FP9760300257	Applicable for Var- 06

Spares for Var-07&08

S. No	Description	Material Code	Remark/Applicable
1	SEAT RING / VALVE SEAT FOR VAR-07	FP9760300222	Applicable for Var- 07
2	VALVE STEM WITH PLUG ASSEMBLY FOR VR 07	FP9760300230	Applicable for Var- 07
3	STACK / CAGE ASSEMBLY FOR VAR-07	FP9760300214	Applicable for Var- 07
4	SET OF SOFT PARTS FOR VAR 07	FP9760300206	Applicable for Var- 07
5	VALVE STEM WITH PLUG ASSEMBLY VAR-08	FP9760300192	Applicable for Var- 08
6	SEAT RING / VALVE SEAT FOR VAR-08	FP9760300184	Applicable for Var- 08
7	STACK / CAGE ASSEMBLY FOR VAR-08	FP9760300176	Applicable for Var- 08
8	SET OF SOFT PARTS FOR VAR 08	FP9760300168	Applicable for Var- 08



PRODUCT STANDARD PUMPS HYDERABAD

FP60300

Rev No. 08

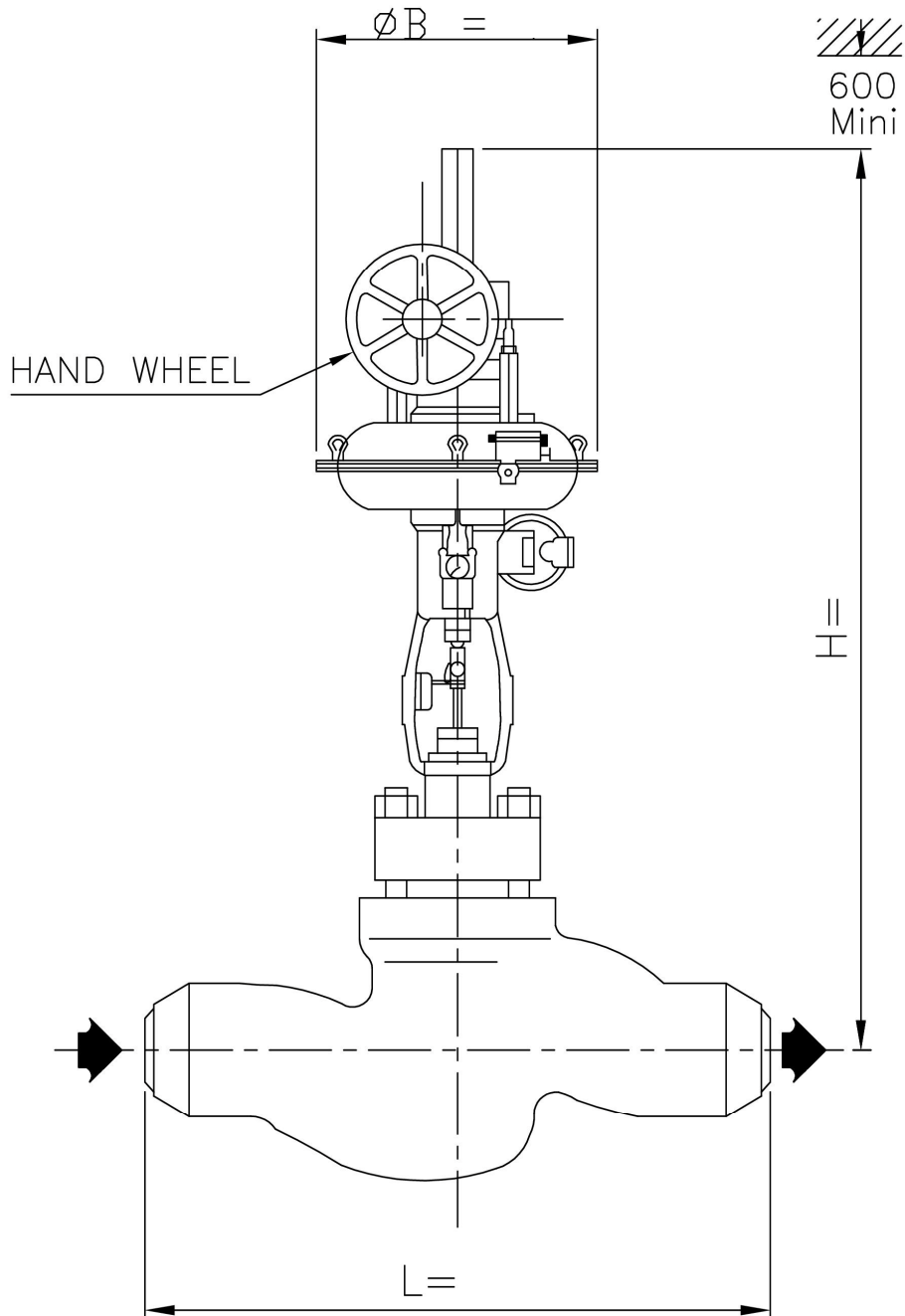
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Ref. Doc

**FIGURE-1
(OUTLINE DIM. OF RC VALVE)**



Note: Dimension (in mm) to be furnished by vendor along with technical Offer.

TD-106-3 Rev.No. 5	Form No.		PRODUCT STANDARD PUMPS HYDERABAD		FP60300 Rev No. 07 PAGE 17 of 17
RECORD OF REVISIONS					
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Ref. Doc.					
Rev. No.	Date	Revision Details	Revised By	Approved By	
00	10.02.2017	First Issue	-	-	
01	22.11.2018	Cl.no. 4.0.0, 5.0.0, 7.0.0, 9.0.0, 11.10.0, 11.13.0, 11.14.0, 15.0.0, 16.0.0 updated.	Rajesh Ch	KHRK	
02	14.12.2018	Var02, 03, 04 added. Var02, 03, 04 spares list added.	Rajesh Ch	KHRK	
03	02.05.2019	Clause no 3.1.0, 4.4.0, 6.2.0 b), 2.0.0 i) updated. Clause no 3.2.0 added. Clause no 4.5.0 deleted. Pt "n" added in clause no 2.0.0.	K.Sangeetha.	KHRK	
04	19.09.2019	Var 05 and spares list for Var 05 added. Spec generally revised.	K.Sangeetha.	KHRK	
05	06.03.2020	Parameters at 3.1.0 are updated for var-02, 03 & 05.	RAJESH CH	KHRK	
06	06.03.2020	Cl.no. 4.1.1 added. Cl.no. 5.7.0 revised.	RAJESH CH	KHRK	
07	09.03.2020	Parameters at 3.1.0, updated for var-06.	ROHIT.P	KHRK	
08	11.03.2021	Var. 07&08 and spares list for Var. 07 & 08 added. Spec generally revised.	K.KUMAR	ASJK	

(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".			
Sl. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
1	SCOPE OF SUPPLY:		
	Signed & Sealed offers are invited for the Scope of Supply of goods and Services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer. Bidder can also submit offer through email at their own risk. The offer is to be submitted in two parts. 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 as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry No. Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.		
2	GENERAL INSTRUCTIONS:		
A	The quotation should be neatly typed and free from over writing/ erasures. Any correction or 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 should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in English will be final.		Non Deviatable
B	In case of Single-Part bid Tender, the complete bid shall be submitted in a single sealed cover super subscribing the Tender number and due date. Incomplete offers are liable for rejection. E mail bids shall be sent to mail ID pricebid_hyd@bhel.in as an attachment only.		Non Deviatable
C	Bidders to please note that the Terms & conditions contained in this document and Special conditions, if any, are to be read fully before submission of quotations.		Non Deviatable
D	Vendors are advised to comply with specific conditions of the enquiry, Should there be any deviations (where 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.		Non Deviatable
E	Offers shall be submitted directly, only by the vendor or by their authorized representative / agent and the offer should be in line with the regulatory guidelines (i.e A valid Agency agreement between principal vendor 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 supplier is not a manufacturer. Bid envelopes shall bear the name of Supplier. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from supplier name.		Non Deviatable
F	Offer received after the specified time and date of submission shall be rejected. No further correspondence shall be entertained.		Non Deviatable
G	Unsolicited offers shall not be considered.		Non Deviatable
3	OTHER PARTICULARS (Please indicate applicable data)		
A	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
B	Name of the Port of loading and Port of Discharge (applicable to imports).		
4	BID SUBMISSION PROCEDURE:		
A.	For Single Part Bids: Offers addressed to DGM/CMM, Vendor Complex, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be super subscribed 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. For e-mail offers please follow the procedure mentioned in 2 (B).		Non Deviatable
B.	For two-Part Bids:		



i	Two part bid consisting of i)Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission , duties, taxes and other charges, <u>except the price.</u> super scribing enquiry No. (Techno-Commercial Bid) and due date Signed and Stamped ITB and special conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-1) AND ii) 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 super subscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover super subscribing Enquiry no. & due date. 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.		Non Deviatable
ii	Techno-commercial Bid will be opened on the assigned date .Only the price bids of vendors whose techno commercial bids are accepted will be opened later on a specified date.		Non Deviatable
iii	The bidders whose bids are techno commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned wherever submitted.		
iv	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
v	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.		Non Deviatable
5	Delivery Instructions		
A	Indigenous Purchase		
	Goods shall be delivered on FOR Destination basis to the named destination(s) or as specified in the enquiry, Insurance in the scope of supplier.		
B.	Imports		
	The goods shall be delivered on CIP-basis to port of discharge as mentioned in the purchase order.		
6	Documentation:		
A	Indigenous Purchase		
	Seller shall arrange to send to BHEL, Hyderabad along with all the required documents as detailed in Purchase Order, such as, Tax Invoice (Original for Recipient, Duplicate for Transporter), consignee copy of LR, Packing list , Pre-dispatch Inspection report, Test/ Guarantee/ Warranty certificate/ O&M manuals (as applicable) etc. immediately on dispatch of the goods. Any addition/ exclusion to such documents shall be as specified in the Purchase Order. In case of dispatches from vendor works to site, material receipt certified by site office / Customer shall be provided. Softcopies of the above documents shall be uploaded in Pradan portal https://web.bhelhyd.co.in/mm/ immediately after dispatch of the material		Non Deviatable
B	Imports		
	i) Seller shall inform the purchaser the readiness of material along with packing details well in 30 days advance from the date of delivery. Seller shall also upload soft copy of the dispatch documents consisting of BL / AWB, Invoice, Shipping list & Test certificates and other documents as specifically indicated in the Purchase Order in PRADAN Portal (https://web.bhelhyd.co.in/mm/) within 3 days from the B/L date for sea shipment and 1 day from AWB date for Air shipment. ii) In case of CIP shipments, seller shall also inform purchaser the information about discharge port agent details and ship arrival information within 7 working days from the date of Shipment. iii) In case the material shipped in Full Containers(FCL), Seller shall ensure that the Bill of Lading should clearly spell out the following 1. Port of discharge -- "Nhavaseva"/chennai 2. Place of Delivery / Final Destination - "ICD Sanath Nagar". 3. For air consignment the port of discharge will be Hyderabad, India and consignee shall be BHEL.		
	iv) In case of Air shipment, the following dimensions of single package may be noted.		
a).	Dimension of the cargo(ODC) -- > 125" x 88" x 63"		



b).Weight of the cargo -- >3.5 MT.

If any package dimension or weight crosses the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and seller shall inform BHEL well in advance of 20 days prior to the delivery date to enable BHEL to finalize the freight forwarder

(v). Recovery charges for non-submission of documents : -

Seller 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, wharf age, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/Tender Document/Letter of credit , the same shall be recovered from the seller as under:

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

A. For EX-WORKS / FCA/ FAS / FOB Sea Consignments:-

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

Sl. no	Period (From Date of Bill of Lading)	Recoverable Charges	Recoverable Charges per day per container	
		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 50	USD 105

B. For CIF / CFR / CIP / CPT Sea Shipments:-

For CIF / CFR / CIP / CPT Sea Shipments, Vendor 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 Vendor as per the rates quoted by the Vendor at the time of offer in this regard.

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

(vi) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Vendors shall ensure that invoice shall contain PAN nos. of both seller and buyer 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 seller on priority basis.

(vii) Seller shall provide package details including number of packages, gross weight, net weight etc.

(viii) The seller shall provide the following documents at the time of submission of offer :-

- a) No Business Connection in India declaration issued by the seller as per the format specified. (or)
- b) (i) No Permanent Establishment in India declaration issued by the seller as per the format specified.
(ii) Tax Residence Certificate issued by the seller's tax authorities.
(iii) Form 10F issued by the supplier.
- c) In case the seller has a Business Connection in India as per Section 9 of Income Tax Act or

Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the seller's country, the seller shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.

7	Delivery Schedule		
A	<p>The tendered goods shall be delivered within the period stipulated in PO . Delivery at BHEL can be accepted at the earliest, 30 days prior to delivery date as mentioned in the Purchase order. Delivery earlier than 30 days of contractual delivery date may be accepted with the written permission of BHEL -Purchase department.</p> <p>Goods arriving after the delivery date will be accepted only with the prior written permission of BHEL otherwise they will not be allowed inside the factory. BHEL reserves the right to reject the material, if not delivered by scheduled Purchase Order Delivery Date.</p> <p>(In case of imports , the final entry date of Import General Manifest (IGM) will be reckoned as delivery completion date)</p>		Non Deviatable
B	<p>Documents such as TC,GCs Inspection reports are to be submitted within 10 days of dispatch of these materials. C note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material. Supply of plant/ equipment/ stores shall not be considered complete until they have been inspected and accepted at the place and destination specified for delivery by the time stipulated under the terms & conditions of the Order/ Contract. Mere payment by itself shall not constitute acceptance of the goods or materials in any manner, whatsoever.</p>		
8	Pricing Terms		
	Prices once quoted 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 NIT.		Non Deviatable
9	PRICE VALIDITY :		
	<p>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).</p> <p>However the prices quoted for spare parts of the Main equipment shall be kept valid for a period of 1 year from the date of Placement of PO for the main equipment.</p>		
10	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)		
A	Indigenous Purchase		
	The Taxes as applicable shall be quoted in the following manner.		
i	Vendor to indicate HSN of Goods or SAC of Services.		
ii	IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %		
	<p>NOTE: Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods.</p> <p>Taxes prevalent on the contractual delivery date or the actual delivery date (in case of delay) which ever is lower shall be applicable paid. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids.</p>		
iii	Any other taxes & duties not covered anywhere above may be indicated separately.		
iv	<p>Taxes deducted at source:</p> <p>TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		Non Deviatable
B.	Foreign Purchase (Imports)		
i	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for the quoted CIP price.		Non Deviatable
ii	<p>Taxes deducted at source:</p> <p>TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		Non Deviatable
11	Payment Terms: Unless otherwise specified in Special Conditions, following shall be the terms of Payment.		

A	<p>Indigenous: 100% payment along with taxes, freight & insurance will be made within 75 days from the date of receipt of complete documentation as per PO. However payment would be done only after receipt of original documents, including site/ Customer acknowledgement on LR (MRC - Material Receipt Certificate at site) / GR clearance at BHEL Stores. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days* as prescribed in the relevant act. Adherence to the above time schedule of payment is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. *The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase Order delivery date or the amount actually paid whichever is less. 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 reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.</p>		
B	<p>Imports:- i) 100% payment (less Indian Agency Commission, if any) shall be paid through "Usance Letter of Credit / Cash Against Documents (CAD) / Wire Transfer" with a credit period of 60 days ii) LC will be opened after successful completion of pre dispatch inspection prior to the scheduled / agreed delivery date LC will be opened within 7 working days from the date of request.</p>		
C	<p>Note: 1) No advance payment is acceptable. However, in exceptional/rare cases, BHEL at its discretion, may consider advance payment against Bank Guarantee valid up to receipt of material at BHEL for 110% of advance amount issued / confirmed by any of the BHEL consortium banks. 2) Wherever EMD (Earnest Money Deposit) is applicable, it may be noted that no interest will be paid on EMD and the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be converted to SD (Security Deposit). Tender Cost wherever applicable is not refundable.</p>		Non Deviatable
D	<p>No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.</p>		
12	<p>Penalty clause: In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value. Penalty amount so determined along with applicable GST thereon shall be recovered.</p>		
13	<p>Excess materials supplied beyond tolerance limit as specified in PO, will not be accounted for.</p>		Non Deviatable
14	<p>Rejected materials, if any, shall be collected by the vendor within 90 days of such communication to the vendor .Beyond 90 days a ground rent of 0.25 %of the value of the material per week will be levied for a maximum period of two weeks.. Beyond this period the supplier forfeits their right to the materials.</p>		Non Deviatable
15	<p>Guarantee / Warranty Period : (Deviation to this clause is not acceptable.) Wherever required, and so provided in the specifications/Purchase Order, the seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-complaint, the seller shall on his own account, replace repair, or re-execute the delivery at Purchaser's discretion on the purchaser's first request or within the mutually agreed period, without prejudice to Purchaser's other legal rights. If the seller continues to default on their obligations, purchaser has the right to proceed to replace, repair or re- execute the order at the seller's expense, with or without help from third parties. Purchaser shall notify the seller of the exercise of this right in advance where ever possible. Unless otherwise specified, guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply/replacement whichever is earlier. For bought out packages which are intended to be incorporated in installations or systems the guarantee period shall not start until the time the installations or systems are commissioned, provided always that the period ends not later than 30 months after the date of supply of the goods. The guarantee period shall be extended by the period during which the goods are not in compliance. A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.</p>		Non Deviatable

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.16.

The Vendors may specifically note the following.

16	Evaluation and Loading Criteria:
A	Evaluation of prices shall be done item-wise unless otherwise specified in the enquiry. 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). For evaluation, 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.
B	In case of foreign bidders, the quoted CIP price shall be loaded by the following factors to arrive at the Delivered Cost:
i	- Import duty as applicable at the time of Technical/ Part-I bid opening .
ii	- Port handling/ clearing charges & inland freight and insurance: @ 5% of CIP value (10% for plates, pipes & structurals).
iii	In other cases subject to acceptance by BHEL, loading for various factors (in addition to above) as the case may be will be done as follows: 0.5% for unloading at Port of Destination Marine Freight 4% and Marine Insurance 1% (9% and 1% towards Freight and Insurance respectively for Plates, Pipes, Rounds & Structurals)
C	In case of Indigenous Bidders, Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 4% of Ex-works value (9% for plates, pipes, rounds & structurals) unless otherwise mentioned in enquiry.
D	Deviated Penalty: Any loading on penalty clause shall be 10% or to the extent to which the vendor has opted for deviation.
E	Deviated Payment Terms: Terms: In case BHEL considers any deviation in payment terms, the bids shall be loaded with 18% interest per annum to the extent of deviation.
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.
18	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.
19	INTEGRITY PACT Vendors shall have to enter into Integrity Pact with BHEL as per attachment - for order value of rupees five crores and above and shall be signed by the competent authority before the issue of purchase order, failing which vendor's offer will be rejected.
20	Public Procurement
A	Make in India For this Procurement , the local content to categorize a supplier as a Class I local supplier / Class II local supplier / Non-Local supplier and purchase preference to Class I local supplier , is as defined in Public Procurement (Preference to Make in India) , Oct 2017 dated 04.06.2020 issued by DPIIT . In case of subsequent orders issued by the nodal ministry , changing the definition of local content for the items of the NIT , the same shall be applicable even if issued after issue of this NIT , but before opening of Part – II bids against this NIT Proforma for self certification for minimum local content and auditor's certification is given in Annexure III .
B	Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority . https://www.mea.gov.in/ to be referred for latest details of competent authority and exemptions . Proforma for self certification for compliance is given in Annexure IV
21	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
21	All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying earnest money deposit .
A	NSIC registered unit bidders shall submit NSIC 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 supplier submits these documents
21	In tender,if 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 up to 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 bid along with relevant documents . This is applicable in case of item-level evaluation tenders and divisible tenders .
21	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.
21	BHEL HPEP is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines
D	

22	<p>Startups :</p> <p>For Startups Medium Enterprises, 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 earnest money deposit.</p>
23	<p>For Claiming Payments for goods received at BHEL works / Site from Vendors' Works)</p> <p>a. Original of Invoice marked as ORIGINAL FOR RECIPIENT</p> <p>b. Duplicate of Invoice marked as DUPLICATE FOR TRANSPORTER</p> <p>c. Packing List - clearly showing number of packages, gross weight and net weight.</p> <p>d. Warranty/Guarantee certificates (If applicable as per PO terms)</p> <p>e. Insurance certificate</p> <p>f. Third Party Inspection Certificates.</p> <p>g. LR Copy signed & stamped by Site incharge / Customer for site deliveries)</p> <p>(For material received at BHEL payment will be made against GR for accepted quantity)</p>
24	<p>Inspection Measuring and Test Equipment (IMTE) whether used by the Seller/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.</p>
25	<p>ISO-9001, ISO14001 and OHSAS 18001 shall be complied</p>
26	<p>Applicable Conditions :These General conditions of Contract for Purchase apply to all enquiries, tenders, request for quotations, orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliverables") to Bharat Heavy Electricals Limited, Ramachandrapuram , Hyderabad (hereinafter referred to as "BHEL" or the Purchaser) or its projects/customers.</p> <p>Any deviations from or additions to these General conditions of contract for Purchase' require Purchaser's express written consent. The general terms of business or sale of the Seller shall not apply to Purchaser.</p> <p>Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing. Only the Purchasing department of the Purchaser is authorized to issue the Purchase order or any amendment thereof.</p>
27	<p>Being PMD Vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list</p> <p>Vendor shall ensure that PAN details are available/updated with BHEL, else Vendor shall attach PAN details with enquiry failing which offer shall be liable for rejection.</p>
28	<p>Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 Status</p>
29	<p>Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.</p>
30	<p>The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.</p>
31	<p>In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / equivalent market price at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. Nonperformance of contract attracts penal provisions inline with BHEL's Suspension of Business dealings.</p>
32	<p>Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.</p>
33	<p>All drawings as also all patterns and tool 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 only be used in the execution of BHEL's orders.</p>
34	<p>Any amount payable by the consignor / supplier under any of the condition of this contract shall be liable to be adjusted against any amount payable to the consignor / supplier under any other work / contract awarded to him. This is without prejudice to any other action as may be deemed fit by BHEL.</p>
35	<p>The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com</p>
36	<p>Definitions</p>
<p>Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.</p>	
36 A	<p>Purchaser' 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.</p>
36 B	<p>'The seller' means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the seller's successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or vendor.</p>

36 c	<p>'Contract' shall mean and include the Purchase order incorporating various documents viz., tender/offer, letter of intent/acceptance, the General Conditions of contract and special conditions of contract for Purchase, specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any enclosed are to be provided by the Purchaser or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract.</p> <p>In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by specific conditions, special conditions of contract and general conditions of contract for commercial conditions; and specific agreement on technical conditions, special technical conditions and general technical conditions, tender/offer.</p>
37	<p>'Parties to the contract' shall mean the seller and the purchaser as named in the main body of the Purchase Order.</p>
38	<p>Ordering and confirmation of order</p>
	<p>The seller shall send the order acceptance in Toto within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Purchaser. Purchaser reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Purchaser shall only be legally bound if agreed explicitly in writing to be in agreement with the deviation. The acceptance of deliverables or supplies by Purchaser as well as payments made in this regard shall not imply acceptance of any deviations.</p> <p>The Purchaser 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 Purchaser) from the date of P.O.</p> <p>Purchaser, 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.</p>
39	<p>Execution</p>
	<p>The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.</p>
40	<p>Progress Report</p>
	<p>The seller shall render such report as to the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner. Seller shall communicate to BHEL immediately, change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned.</p> <p>Milestones shall be periodically updated by vendor/subcontractor through PRADAN Portal (https://web.bhelhyd.co.in/mm/).Non updation will adversely affect service rating of vendor performance.</p>
41	<p>Product information, Drawings and documents / Non-disclosure and Information Obligations</p>
	<p>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.</p> <p>The seller 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 Purchaser to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon or at least three copies of each.</p> <p>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.</p> <p>The seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The seller 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 Purchaser has agreed to this in writing beforehand. The seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications including website without prior written permission from Purchaser.</p> <p>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.</p>
42	<p>Inspection and Testing</p>
42 A	<p>The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Purchaser prior to shipment and shall fully comply with relevant requirements of Purchaser.</p> <p>Purchaser has the right to inspect at any stage during manufacture/ delivery. In the event of rejection, Purchaser shall inform the seller accordingly and Purchaser shall be entitled to replacement or repair at his discretion or may proceed to terminate or cancel the agreement. All this, does not affect Purchaser's right to recover compensation.</p>

42 B	<p>Purchaser or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the seller'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 seller shall obtain for purchaser or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the seller's premises. Such inspection, examination and testing, if made shall not release the seller from any obligation under the contract.</p> <p>For indigenous suppliers all costs related to first inspection request shall be borne by the purchaser and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the seller. In case of imports all inspection charges including third party inspections if any shall be borne by the seller. The cost of inspection staff/third party specified by the Purchaser shall be borne by seller unless otherwise specifically agreed. Whether the contract provides for tests on the premises of the seller or any of his sub-contractor/s, seller 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.</p> <p>Cost of any type test or such other special tests shall be borne by the seller unless otherwise specifically agreed in the contract. The Seller shall give the authorized representative of the purchaser 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 be strictly be complied with for the time lines. Any delay in submission of the documents by the vendor will not alter the delivery date.</p>
43	Quality and Condition of the Deliverables
	The seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to his products, packaging and raw and ancillary materials.
44	Packaging and Dispatch
	<p>The seller 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 of 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 enquiry shall be fully complied.</p> <p>Each package must be marked with consignee name, P.O. number Package No. gross weight & net weight, dimensions (LxBxH) and seller'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 of 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.</p>
45	Delivery:
	Except as otherwise indicated in the Purchase order, delivery shall be FOR (Destination) for indigenous orders and CIP for imported orders. The delivery date (s) or delivery period (s) as stipulated in the agreement shall be firm and binding and shall apply to the entire delivery for each P.O. item. Partial shipments may however, be permitted by the purchaser on prior intimation from the Seller. Unless specifically agreed otherwise, transit insurance coverage will only be within India for imported consignments by BHEL. Accordingly, the seller shall send an intimation to the Purchase officer/Manager giving Purchase Order No., shipping particulars, Invoice value etc., immediately on dispatch of goods.
46	Penalty
	<p>The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be the essence of the contract. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the seller shall inform Purchaser hereof without delay. If delay in delivery is caused by any of the circumstances mentioned in clause 54 (Force Majeure) or which are caused exclusively by the acts of Purchaser, the Purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case.</p> <p>If the Seller delays beyond any agreed delivery date(s) or period(s), Purchaser shall levy penalty for such delay @ 0.5% per week (7 days) or part thereof on delayed portion of the order value subject to a maximum of 10% of the value of the Purchase Order. However, penalty for delayed delivery will be calculated on 100% of the purchase order value if the material supplied cannot be put to intended use.</p> <p>The penalty will be charged on the value of the purchase order excluding statutory levies, freight and insurance wherever not included in the price. Penalty amount so determined along with applicable GST thereon shall be recovered.</p> <p>Imposition, recovery or settlement of this penalty shall not affect Purchaser's right to performance, compensation and termination of the agreement.</p> <p>For delay analysis, period referred in Annexure-I will be considered as standard time lines for various major activities.</p>
47	Transfer of Ownership and Risk
	The risk for the delivery remains with the seller until the goods are delivered at the agreed place. However ownership shall get transferred as per terms of purchase order in line with INCOTERMS.
48	Price, invoicing and payment
	<p>The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding , loading and carriage to the place specified by the purchaser and are exclusive of all applicable taxes, duties etc., except for those specifically agreed by the Purchaser. Invoices shall be submitted bearing the Purchase Order number & date, item number/s and supporting documents as called for in the Purchaser order.</p> <p>The direct payments (including LC/documents through Bank on collection basis), shall be made by E-payment mode and not by cheque /bank drafts except in special circumstances. Vendors shall furnish the E-payment particulars in the prescribed formats duly authenticated by their respective Bankers, If not got registered earlier with the Buyer.</p> <p>- Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.</p>

	<p>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 prevailing on the date of tender opening (part 1 in case of two part bid), after successful completion of the contract.</p> <p>If so stipulated in the order, the seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the billing break-up of prices (BBU) for approval by the purchaser in respect of the major items/components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the seller if part shipments are contemplated and also to facilitate custom clearance after payment of duties in case of imports.</p> <p>In case of delay in receipt of supporting document details, consequential demurrage/wharf age /detention charges shall be to the account of the seller.</p> <p>Payment does not imply in any respect whatsoever a waiver of Purchaser's right to performance of the agreement. Purchaser is entitled to set off claimable debts against claimable liabilities with the seller by means of a setoff Note.</p>
49	<p>Contract variations; Increase or decrease in the scope of supply</p>
	<p>Purchaser may vary the contracted scope during execution due to exigencies of project requirement.</p> <p>If the seller is of the opinion that the variation has an effect on the agreed price or delivery period, Purchaser 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 seller. Provided, that if unit rates are available in the contract, the same shall be applied to such additional work. The seller shall not perform additional work before purchaser has issued written instructions/amendment to the purchase order to that effect. The work which the seller 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 vendor without any price implication.</p>
50	<p>Short shipments/ warranty/guarantee replacements</p>
	<p>In case of any short shipment during initial supply which is subsequently dispatched by the seller 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. Taxes, if any paid by indigenous vendor for short supply, guarantee /warranty replacement, repair activity shall be to vendor's account only. Vendor has to raise a credit note for short supplied quantity as per GST provisions.</p>
51	<p>Rejection/Replacement</p>
	<p>The seller shall arrange replacement / repair under its obligation under the contract within one month from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the seller and replaced on DDP/FOR-BHEL Stores/designated destination basis within such period. In the event of the seller's failure to comply. Purchaser may take appropriate action including disposal of rejections, at the cost and risk of the seller. Vendor has to raise a credit note for rejected quantity as per GST provisions.</p> <p>In case defects attributable to seller are detected during processing of the goods at purchaser's / his subcontractor works, the seller shall be responsible for replacement /repair of the goods as required by the purchaser at seller's cost.</p>
52	<p>Export Administration Regulations</p>
	<p>If a delivery includes such technology and / or supply that is subjected to the export regulations the seller shall obtain due permissions, approvals, license etc.</p>
53	<p>Cancellation / Termination of contract and risk purchase</p>
	<p>Purchaser shall have the right to completely or partially terminate the agreement by means of written notice to that effect without prejudicing their other rights in the event that :</p> <ul style="list-style-type: none"> -The seller is declared bankrupt, its business has been shut down or liquidated, a substantial part of its assets have been attached/destroyed, or the business has been transferred to a third party. -Any misrepresentation or hiding of material fact if detected at a later stage. -The delivery is rejected after inspection or re-inspection. -In the event of termination, the risk of the items already delivered but not of use to Purchaser, as determined by purchaser, remains with the seller. The items shall then be at the seller's disposal and they are to be collected by the seller. The seller shall refund any payments made by purchaser in terms of the terminated agreement immediately, not later than 30 days, - In the event of Cancellation/ termination of contract, BHEL reserves the right to procure the items which are not delivered as per PO and charge the excess cost from the defaulting seller. Incase the excess cost is not repaid by or recovered from the defaulting seller within 30 days, apart from legal recourse for effecting such recoveries, Penal action in line with BHEL's Suspension of Business dealings will be taken.
54	<p>Force Majeure</p>
	<p>The supplier 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.</p> <p>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 supplier to BHEL by registered letter/courier service immediately without loss of time.</p> <p>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.</p> <p>In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.</p>
55	<p>Non-waiver of Defaults</p>
	<p>If any individual provision of the contract is invalid, the other provisions shall not be affected.</p>

56	Settlement of Disputes
	(i) Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Purchaser, subject to written appeal by the seller to the purchaser, whose decision shall be final. (ii) 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 (iii) The seller shall continue to perform the contract, pending settlement of disputes(s).
57	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
	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 57, 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
58	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.
59	BHEL-Fraud prevention policy shall be adhered to.
	The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website http://www.bhel.com and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
	Fraud prevention policy and list of nodal officers is hosted on BHEL Hyderabad website web.bhelhyd.co.in
60	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 .

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

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM:: HYDERABAD-502032

PUMPS ENGINEERING DEPARTMENT
TECHNICAL PRE-QUALIFICATION REQUIREMENTS

Item: RECIRCULATION CONTROL VALVE

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.
- 2) 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.



(Swesh Kumar)


अविनाश एस. जॉन कुजूर
Avinash S John Kujur
उप महाप्रबंधक /पम्पस अभियांत्रिकी
Dy. General Manager / Pumps Engineering
बी.एच.ई.एल. हैदराबाद, BHEL, HYD-32

SL. NO.	REQUIREMENT	ACCEPTANCE	REMARKS
1.	Similar Recirculation Control Valve and accessories supplied earlier	Supply of similar or bigger Recirculation Control Valve supplied to at least two thermal power stations, and which are in satisfactory operation for a minimum period of one year each.	a) Reference List of supplies made so far. b) Un-priced PO copies of the two reference supplies. c) End-user certificates of the two reference stations.
2.	Design capability/ collaboration for designing of suitable Recirculation Control Valve to meet BHEL specification requirements	Vendors must have exclusive Design division/Collaboration.	Details of Design facility or Collaboration documents to be furnished.
3.	Manufacturing facilities	Vendor must have manufacturing facilities for similar type of Recirculation Control Valve.	Detail list of Manufacture facility shall be furnished.
4.	Testing facilities	Vendor must have testing facilities to carry out tests as per Specification Or tie-up with a third party having experience in similar jobs	Test reports of earlier supplies to be furnished
5.	Quality Assurance facilities	Vendor must have quality assurance facilities / systems to check for conformance of its job work and bought-out items with BHEL specification and standards.	Quality documents of past procurements to be furnished. Calibration certificates of instruments to be furnished.
6.	Inspection agencies for earlier supplies	Lloyds / TUV / NTPC / BHEL / SGS / BHEL TPIA or any other International/ Indian inspection agency.	Copies of earlier inspection certificates to be furnished.
7.	Service after Sales & supply of spare parts	Availability of service center and technical experts to meet the after sales service requirements for the supplied equipment at project sites.	Details of the service centers and technical expertise to be furnished.

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


(Suresh Kumar)


अविनाश एस. जॉन कुजूर
Avinash S John Kujur
उप महाप्रबंधक / पम्पस अभियंत्रिकी
Dy. General Manager / Pumps Engineering
बी.एच.ई.एल. हैदराबाद, BHEL, HYD-32

Annexure-I _ Activity Timelines

Major Activity timelines that shall be considered for purchase

S.NO	Activity	Agency	Timeline
1	Purchase Order acknowledgement	Vendor	15 days from Purchase Order
2	Submission of Drawings and Quality Plan	Vendor	15 days from Purchase Order
3	Approval of Drawings	BHEL / Customer	21 days from document submission.
4	Approval of Quality Plan	BHEL / Customer	21 days from Quality Plan submission or Drawing approval whichever is later
5	Raising of Inspection Call	Vendor	_____ days from the date of received of approved QAP.(vendor to fill)
6	Inspection completion	Self / BHEL / Third Party Inspection Agency	14 days from inspection call date
7	Despatch Instructions	BHEL	7 days from inspection report submission
8	LR Date	Vendor/BHEL	14 days from dispatch Clearance
9	MATL RECEIPT DATE	Vendor/BHEL	14 days from LR date

Vendor's seal & sign

***(To be submitted In the company letter head by supplier)**

Subject: Public Procurement (Insertion of Rule 144 xi in the General Financial Rules 2017)

References:

<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>

<https://doe.gov.in/sites/default/files/Clarification%20to%20order%20public%20Procurement%20N%201%20dated%2023%20July%202020.pdf>

<https://doe.gov.in/sites/default/files/Exclusion%20from%20restrictions%20under%20Rule%20144%20xi%20of%20the%20General%20Financial%20Rules%202017.pdf>

From.

M/s _____

Address: _____

I/we are bidder from _____ (country). We does not belong to any of the below category mentioned.

1. Any of entity/office/workshop of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
2. Any of subsidiary of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.
3. Any of entity/office/workshop of your organisation/incorporation, controlled in a country sharing land border with India, If yes, provide the full address of all such locations.
4. Any of entity whose beneficial owner is situated in a country sharing land border with India, If yes, provide the full name, address of all such locations.
5. Any Indian Agent available, If so, Provide details of address and contacts.
6. Any employee/directors who is/are citizen of country sharing land border with India, If yes, provide the full name, employee code and address of all such locations.
7. Any of consortium/joint venture of your organisation/incorporation, established in a country sharing land border with India, If yes, provide the full address of all such locations.

***(To be submitted In the company letter head by supplier)**

Meaning of beneficial owner

- 1) In case of a company or limited liability partnership, beneficial owner is the natural person, who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b) "control" shall include the right to appoint majority of the directors or to control the management rights or shareholder's agreement or voting agreement.
- 2) In case of a partnership firm the beneficial owner is the natural person (s) who whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of capital or profits of the partnership.
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of the entitlement to more than fifteen percent of the property or capital or [profits of such association or body of individual.
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - 5) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust and any other natural person exercising the ultimate effective control over the trust through a chain of control of ownership.
 - 6) An agent is a person employed to do any act for another, or to represent another in dealing with third person.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, we hereby declare that we do not belong to any such country and are eligible to be considered.

In case, any of information is found to be false, even after bid acceptance, immediate termination may happen and action will be taken as per law.

Format is being filled without altering any of the clause mentioned in the given format**

Dated: _____

Authorised Sign and stamp _____

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 Arun Chandra Verma, IPS (Retd.)	<u>acverma1@gmail.com</u>
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<u>vbsinghips@gmail.com</u>

- (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)
 Name: Narish Nimmara
 Deptt: Manager / Pumps / Purchase
 Address: BHEL Hyderabad
 Phone: (Landline/ Mobile)
9491073706
 Email: vnnn@bhel.in
 Fax: _____

(2)
 Name: Narendra Kumar
 Deptt: Pumps / Purchase
 Address: BHEL Hyderabad
 Phone: (Landline/ Mobile)
7598295382
 Email: narendrakmr@bhel.in
 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

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for Procurement of RC valves and spares for 2x660 MW THDC India Ltd. Khurja Project (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

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

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

Nadav

 For & On behalf of the Principal
 (Office Seal)

Place R.C Puram BHEL
 Date 02.07.21

Witness: *GCharan*
 (Name & Address) _____

Narendra Kumar
 NARENDRA KUMAR
 वरिष्ठ क्रय अधिकारी / क्रय पंप्स
 Sr Purchase Officer / Purchase-Pumps
 बी.एस.ई.एल. पर्यवेक्षण, इंदौरवाट 32, BHEL- HPEP, HYD-32
 Gouri Charan Sahoo
 ज्यु. अभियंता / क्रय - पंप
 Dy. Engineer / Purchase - Pumps
 बी.एस.ई.एल. पर्यवेक्षण, इंदौरवाट 32, BHEL- HPEP, HYD-32

 For & On behalf of the Bidder/ Contractor
 (Office Seal)

Witness: _____
 (Name & Address) _____

(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

This Agreement made on this the _____ day of (month) _____ 20 ____ (“Effective Date”) by and between M/s. BHARAT HEAVY ELECTRICALS LIMITED, having registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India), acting through its _____ Unit (hereinafter may be referred to as “BHEL” or “the company”).

And

M/s. _____ (address) _____
represented by authorized representative Sri _____ (herein after referred to as the “Supplier”).

The supplier and the company may, unless the context otherwise requires, hereinafter be collectively referred to as “Parties” or singly as the “Party”.

RECITALS

Whereas, BHEL is engaged in the design, engineering, manufacturing, construction, testing, commissioning and servicing of a wide range of products, systems and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, 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 belonging 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:

1. Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract.

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

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

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause 55, 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.

In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and

justice, Government of India. Upon such reference the dispute shall be decided by the Law secretary or the special Secretary or Additional secretary when so authorized by the Law secretary, whose decision shall bind the parties hereto finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

2. INTEREST CLAUSE:

In order to bring uniformity in all the contracts / agreements entered between BHEL and its contractors / vendors / suppliers / service providers etc., it is hereby advised to incorporate the following clause in all tenders and agreements.

“No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.”

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.

SIGNATURE

WITNESSES

1

Name:

Address:

2

Name:

Address:

Annexure - III

Proforma for self-certification by Supplier for minimum local content on their letter head for tender value less than Rs 10 Crore

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified in the policy) for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. _____."

Annexure - IV

Proforma for self-certification by Supplier for Compliance to Clause No 20 (B)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s.... (Name of firm) is **not from such a country/is from such a country** (delete whichever is NOT applicable) and has been duly registered with the Competent authority (delete if NOT applicable) . I hereby certify M/s fulfills all requirements in this regard and is eligible to be considered . (where applicable , valid registration by the competent authority shall be attached)

Sd/-

Authorised Signatory with Stamp

*(To be submitted In the company letter head by supplier)

Declaration of Local Content by Local supplier

Subject: Public Procurement (Preference to Make In India)

References:

Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following links <https://dipp.gov.in/public-procurements>

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf

http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

https://dipp.gov.in/sites/default/files/PPP-MII%20Order%20dt%2029th%20May%2019_0.pdf

<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

We hereby declare with reference to above subject and references that

M/s -----(Tick whichever is applicable as below)

"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the goods and services

(or)

"Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (fifty percent) defined in the above government notification for the goods and services

(or)

Non Local supplier (If not belonging to Class-I & Class-II)

Please mention the details against the following:

Enquiry no:----- dated. -----

Type of Supplier (Class-I/Class-II)

Product:-----

Project:.....

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

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

Authorized Signature M/s-----

(Signature and seal)

Place:.....

Date:.....

(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 2017-18 in case of for the purposes of sub-section (5) of section 90/section 90A:-

Sl.No.	Nature of information	Details
(i)	Status (individual; company, firm etc.) of the assessee	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	2017-18
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable

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)

Signature:.....
Name:.....
Address:.....
Email ID:.....
Contact Number.....
Permanent Account Number:.....

Verification

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.....

Signature of the person providing the information

Place:.....

(On Company Letter Head)

No Business Connection or Permanent Establishment Certificate

Date

To

Bharat Heavy Electricals Limited
Ramachandrapuram, Hyderabad
India - 502032

Sir,

Sub: No Business Connection or Permanent Establishment declaration for FY 2017-18

This is to certify that (Name of the supplier) is a company incorporated in(country) and does not have any business connection in India as per the provision of Section 9 of the Income Tax Act 1961 or any Permanent Establishment as defined in Article 5 of the India and(country) DTAA.

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 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, unless his activities are limited to the purchase of goods or merchandise for 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

Guidelines for Reverse Auction — 2020

Doc. No. AA:SSP:RA:04
Dated: 04.03.2020

Business Rules for Reverse Auction Annexure - I

This has reference to tender no **F7A1V42505** Date:**07.04.2022**, BHEL shall finalise the Rates for the supply of **RC VALVES AND ITS SPARES** for PROJECT: **2X660MW Khurja Project** 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. **F7A1V42505** dated **07.04.2022**, (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 and same shall be considered as initial bids of bidders in RA.
- ii. **Online Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest sealed envelope price bid as the starting price, then the lowest bidder in sealed envelope price bid shall be shown as current LI 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 LI by more than 5 decrements at one go.
- v. After the completion of the online reverse auction, the Closing Price (CP) 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: }.

Guidelines for Reverse Auction — 2020

Doc. No. AA:SSP:RA:04
Dated: 04.03.2020

Business Rules for Reverse Auction

Annexure - I

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- 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, 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 Online Reverse Auction..

- 4. Bid price:** The Bidder has to quote the {.....} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
- 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.

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Business Rules for Reverse Auction

Annexure - I

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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.
 7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online 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. MSEs and Bidders qualified under PPP-MII, Order 2017 would see their category at all time in their login. Purchase preference, however, is subject to falling within the purchase preference criteria.
 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 intimated to 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 online sealed bid & Online 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. Computerized 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

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Business Rules for Reverse Auction

Annexure - I

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.

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 LI 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 LI 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).

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Business Rules for Reverse Auction

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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 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 Online 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 Online 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
-

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Business Rules for Reverse Auction

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- 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 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 supercede 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.
-

SCC_SPECIAL CONDITIONS TO CONTRACT			
Sl. No.	Enquiry No:F7A1V42505 Date:07.04.2022	Supplier confirmaton	Comments/ Remarks by Supplier
G0	General:		
G1	Offer must be submitted in Two Part Bid system(Technical Bid & Price Bid separately) for the items as per Enquiry , Offer to be submitted at https://eprocurebhel.co.in only.		
C0	Commercial Terms:		
C1	The quoted prices shall be FOR DESTINATION basis for Indigenous Vendor.		
C1.1	Vendor to quoted for destination basis as mentioned in Enquiry line items.		
C1.2	BHEL reserves the right for resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."		
C2	The quoted prices shall be CIP, Chennai basis for Foreign Suppliers for all material codes.		
C5	BHEL reserves the right to reject Offer which is having deviations from BHEL's Standard Terms & Conditions.		
C6	Evaluation of Tender - Overall L1 on lumpsum basis.		
C7	Freight & Insurance shall be in Supplier scope for Indigenous Vendor		
C9	The 2X660MW Khurja Project envisages approval of vendors from end Customer. Vendors who wishes to supply RC Valves and its spares for this project and are not yet approved by end Customer for the same, must provide their credentials as a part of their Part-1 bid offer. Such, vendors whose techno-commercial offer is found suitable by BHEL shall be proposed by BHEL to end Customer for approval of the vendor for supply of RC Valves and its spares for 2X660MW Khurja Project. In case end Customer does not approve the such proposed vendors, their offer shall not be considered any further. Further processing of only those vendor offers shall be done, which are approved by end Customer . Maximum waiting time for getting vendor approval is 3 weeks from final technical clearance date. Vendors to confirm they have understood and agree to abide by the terms of conditional enquiry.		
C10	Change of delivery period for hold of project by BHEL customer: After placing the purchase order, if BHEL end customer has put project on HOLD in such circumstance, the delivery period may be extended at the discretion of BHEL. Such extended period of delivery has to be accepted by vendor/seller without seeking any additional compensation, damages, interest, ground rent, on account of any other heads.		
ITB 10			
	Clause 19 of ITB 10 is revised and to be followed as mentioned below: INTEGRITY PACT Vendors shall have to enter into Integrity Pact with BHEL as per attachment - for order value of rupees two crores and above and shall be signed by the competent authority before the issue of purchase order, failing which vendor's offer will be rejected.		
	Clause 54 of ITB 10 is revised and to be followed as mentioned below: Force Majeure: The supplier 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 supplier to BHEL by registered letter/courier service immediately within 14 days 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 supplier shall refund any amount advanced or paid to the supplier by BHEL		
I0	Inspection & Certification:		
I1	Inspection will be done by BHEL approved agencies like Supplier, TUV, BV, BHEL & Customer. Inspection charges is in vendor scope for Foreign suppliers. Inspection charges is in BHEL scope for Indigenous suppliers.		
P0	Payment Terms:		
P1	<u>For Indigenous vendors:</u> 100% within 75 days from date of receipt of complete documentation as per PO & under confirmation for receipt of the material at site/subject to GR clearance.		
P2	For Micro & Small enterprises , the above period will be 45 days. MSE registration proof to be produced.		
P3	100% against USANCE LC with credit period 60days in case of Foreign suppliers.		
N1	Clarification / data if necessary from BHEL to be intimated before tender due date		
N2	Please submit this format duly filled, signed with date & stamped, without which your offer shall not be considered. In case of discrepancy between offer and duly filled in SCC, the duly filled in SCC document will prevail.		
N3	Name: BHEL Executive: Narendra Kumar, Sr Officer / PURCHASE / PUMPS, PH: 040-2318 2422/2440		email: narendrakmr@bhel.in; vnn@bhel.in; gcsahoo@bhel.in