	<p>PPX-BOI DEPARTMENT  BHARAT HEAVY ELECTRICALS LIMITED  HEEP: HARDWAR-249 403 (Uttarakhand)  FAX: +91 1334 226462  TEL: +91 1334 28 4175 / 1150</p>	<p>ENQUIRY NO. B/4011/3/0691V1  PACKAGE: CALIBRATED FLOW NOZZLE ASSLY.  PROJECT: 3X800 WM PATRATU</p>
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**M/S. OPEN TENDER****DUE DATE****29-06-2023**

BHEL

HARIDWAR249403

**Vendor Code****00001**

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	W90313181101	3	NO	1	1 01/03/24
	CALIBRATED FLOW NOZZLE ASSLY.			2	1 31/05/24
	(800 MW) AS PER ST45009			3	1 01/12/24
	SPEC: ST45009 REV: 01				

\*\*\* IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

## Standard Instructions:

TEST CERTIFICATE REQUIRED.

GUARANTEE CERTIFICATE REQUIRED.

## Special Instructions:

1. PQR, GISTC, INSTRUCTIONS TO BIDDERS AND ADDITIONAL TERMS & CONDITIONS OF TENDER ENQUIRY (ANNEXURE-A) ENCLOSED.

## General Instructions:

Please visit our site [www.bhelhwr.co.in](http://www.bhelhwr.co.in) for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

Default purchase preference under Make in India order shall be 20% to suppliers

MATERIAL CODE	QUANTITY	UNIT	LOTNO
ITEM DESCRIPTION			


with default minimum local content of 50% for all items / works / services.  
For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs  
shall be exempted from Public Procurement (Preference to Make in India),  
Order 2017 dated 15.06.2017 & 28.05.2018

Kindly produce GeM seller Id with documentary proof along with your Bids/offers  
for case Value more than 25 Lacs.

**AMIT KUMAR SINGH**

**Manager (PPX-BOI)**

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### INSTRUCTION TO BIDDERS

#### 1. SCOPE OF ENQUIRY

Bids are invited from bidders for the supply of **Calibrated Flow Nozzles for 3X800 MW Patratu project** as per requirement mentioned below:

ITEM-NO	MATERIAL CODE	ITEM DESCRIPTION	QTY.	UNIT	DATE FOR SUPPLY COMPLETION	PROJECT
1	W90313181101	CALIBRATED FLOW NOZZLE ASSLY. (800 MW) AS PER ST45009 SPEC: ST45009 REV: 01	3	NO	31/03/2024	Patratu-1 (1 No.)
					30/06/2024	Patratu-2 (1 No.)
					31/12/2024	Patratu-3 (1 No.)

#### 2. PROJECT INFORMATION

<b>Project Name</b>	PATRATU STPS, UNIT-1,2&3 (3X800 MW)
<b>Name of the End Customer</b>	PVUNL (JV OF NTPC & JBVNL)
<b>Consignee Address</b>	GENERAL MANAGER(PROJ.), PATRATU STPP (3X800 MW), PATRATU VIDYUT UTPADAN NIGAM LTD. P.O.-PTPS, DIST- RAMGARH, JHARKHAND-829119
<b>Consignee GSTIN</b>	20AAICP3718K1ZH

#### 3. EARNEST MONEY DEPOSIT (EMD):

3.1 Bidder must submit their offer along with the following Earnest Money Deposit (EMD) in a separate sealed envelope:

Details	Amount In INR	Type
EMD	Rs. 1,50,000/-	Refundable

3.1 The EMD should be submitted in the form of demand draft / Pay Order/ Cash (as permissible under Income Tax Act). The Drafts shall be drawn in favor of "BHEL Hardwar". EMD thru E-payment is also acceptable. For E-Payment, the RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA, PIN CODE : 249403	SWIFT NO : SBININBB225CC  ACCOUNT NO : 10667995458  IFSC CODE : SBIN0000586	Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512


3.2 Bidders already registered at BHEL Hardwar (i.e. PMD Vendors) for this package are exempted from submission of the EMD.

3.3 As per government guidelines, MSE suppliers are exempted for submission of EMD.

Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc.) are exempted from submission of EMD.

"MSE Suppliers can avail the intended benefits only if they submit at least any one of the following documents along with offer: -

1. Udyog Adhaar Memorandum (UAM) / Udyam Adhaar Certificate

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2. Valid National Small Industries Commission (NSIC) Certificate.
  3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
  4. EM II certificate along with attested copy of CA applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.”
- 3.4 It is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents/Stockist/Dealers/Traders etc. for the items offered but not manufactured by themselves.
- 3.5 Bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value may be rejected by BHEL without any correspondence. EMD should be submitted along with Part-1 “Technical Bid”.
- 3.6 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.

#### 4. PRE-QUALIFICATION REQUIREMENT (PQR)


The Pre-Qualification Requirements have been compiled and enclosed as “**Document No. STE/TC/BI051/003 Dated: 06/06/2023**”. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.

**Important Note:** Bidders should ensure completeness and correctness of all supporting documents of PQR along with their offer. BHEL reserve the right to close PQR within 30 days of opening of techno-commercial Bids. Offers of Bidder / Bidders, who do not meet PQR i.e. do not complete the PQR documentation within 30 days of opening of techno-commercial bid, may be ignored and no-further correspondence shall be entertained thereafter.

#### 5. SUBMISSION OF OFFER

Offers to be submitted on NIC portal i.e. <https://eprocurebhel.co.in>

- 5.1 Only English version of all documents would be valid & binding.
- 5.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in ‘Deviation’ sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.
- 5.3 Name of vendor’s dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
- 5.4 Tenders are to be submitted in Two Parts and Part-I (Techno-Commercial Bid, as detailed below) will be opened first. The offers are to be submitted on or before the Due Date and time.

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- 5.5 Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 3 above. The Pre-Qualification requirements have been compiled in enclosed **"Document No. STE/TC/BI051/003 Dated: 06/06/2023"**.
- 5.6 After opening of the techno-commercial offer, the offers would be evaluated by BHEL and acceptance shall be subject to End Customer approval. Price Bid shall be opened only of the Customer approved vendors.
- 5.7 After finalization of Techno-Commercial evaluation, offers of BHEL and Customer approved vendors who have qualified in techno-commercial offer shall be considered for Price Bid Opening/RA.
- 5.8 As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).
- 5.9 Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas / Hotels shall not be considered, hence such vendors need not apply.
- 5.10 In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.

**6 RESTRICTIONS UNDER RULE No. 144 (xi) of GFRs-2017:**

**ALL PROVISIONS OF ORDER NO. F.7/10/2021-PPD (1) DTD. 23/02/2023 OF DEPARTMENT OF EXPENDITURE (DOE) SHALL BE APPLICABLE FOR THIS TENDER ENQUIRY (ORDER COPY IS AVAILABLE AT**

**<https://doe.gov.in/sites/default/files/Order%20%28Public%20Procurement%20No.%204%29%20-%20Restrictions%20under%20Rule%20144%28xi%29%20of%20the%20General%20Financial%20Rule%20%28GFRs%29%2C%202017.pdf>**).

- 7 This is a Global Tender Enquiry. Hence, Non-Local suppliers are also eligible to bid for this tender. However, Purchase Preference to Class-I Local Supplier will be Given as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04/06/2022 issued by DPIIT.
- 8 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 (Reference to Make in India). Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part-II bids against this NIT".

***Kindly ensure the timely submission of your offer (by 1345 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances.***

**For and on behalf of BHEL, Hardwar**

**(Amit Kumar Singh)**  
**Manager (PPX-BOI)**



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PACKAGE: CALIBRATED FLOW NOZZLE ASSLY.  
PROJECT: 3X800 WM PATRATU

ANNEXURE-A

**ADDITIONAL TERMS AND CONDITIONS OF TENDER ENQUIRY**

**Additional Terms and conditions of tender enquiry (In addition to General instructions and standard terms & conditions as enclosed)**

Sl. No	Terms	Description	Your confirmation
1.	<b>Confirmation to General Instructions and standard terms &amp; conditions</b>	<p>Please submit signed and stamped copy of Confirmation to enclosed General Instructions and Standard Terms &amp; Conditions (GISTC) as your acceptance to these terms and conditions.</p> <p>Deviation to "General Instructions and Standard Terms &amp; Conditions (GISTC)", if any, shall be submitted along with offer in separate documents.</p> <p>Please note that in case no-deviation sheet of "General Instructions and standard terms &amp; conditions", is received along with offer, it will be presumed that all terms and conditions mentioned in "General Instructions and standard terms &amp; conditions" shall be acceptable to you and your offer will be processed accordingly</p>	
2.	<b>Evaluation criteria</b>	Evaluation shall be done on total landed cost to BHEL up to project site for all quantity of each material code separately.	
3.	<b>Documents</b>	<p>Kindly confirm that the following documents have been submitted along with your offer:</p> <ol style="list-style-type: none"><li>1. Requisite EMD (if applicable)</li><li>2. Complete Technical offer with relevant drawings/ documents /QP etc.</li><li>3. Documents in support of Pre-Qualification Requirement (PQR)</li></ol>	
4.	<b>Validity</b>	Confirm that validity of the offer shall be 120 days from the due date of opening of Techno-Comm. Offers. Offer of vendor's with short validity (i.e. less than 120 days) is likely to be rejected by BHEL.	
5.	<b>Basis of quotation</b>	<p><b><u>For Foreign Bidders:</u></b> Please quote your prices on CFR NAHVA SHEVA Port India Basis. The prices are necessarily to be quoted on CFR NAHVA SHEVA Port India Basis.</p> <p>For evaluation (i.e. calculating total landed cost to BHEL upto project site) Inland Freight will be loaded in line with GISTC.</p> <p><b><u>For Indian Bidders:</u></b> Please quote your prices on Ex-works freight prepaid basis upto 3X800 MW Patratu Site.</p>	
6.	<b>Manufacturing Clearance Condition</b>	Manufacturing shall be started only after receipt of manufacturing clearance for each lot from BHEL. Please confirm.	
7.	<b>Delivery</b>	<p>Please note that material is required as per the deliveries mentioned in lot date of enquiry. Please quote your deliveries accordingly in no. of weeks / months from the date of PO &amp; Manufacturing Clearance considering below mentioned clause of document approval and time required by BHEL for issue of Material dispatch clearance (MDCC).</p> <p>If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.</p>	

(Signature of the Vendor with Seal)



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**PACKAGE: CALIBRATED FLOW NOZZLE ASSLY.**  
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**ANNEXURE-A**

8.	<b>Engineering Document/ Document approval</b>	Drawings/Data sheets/documents as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.	
9.	<b>Payment Terms</b>	100% payment will be made after receipt of material and within 75 days from the date of invoice subject to submission of non-discrepant documents thru Bank / direct to BHEL as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.  In case of deviation in payment terms w.r.t. tender conditions, offer shall be evaluated after loading on account of deviation in payment terms as per extended rules of BHEL.	
10.	<b>Bank Charges</b>	In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account. Please confirm.	
11.	<b>Liquidated Damages (LD) for late delivery</b>	In case of delay in supply of material beyond the agreed contractual delivery, Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties. Please confirm.  <b><u>For Foreign Bidders:</u></b> The date of OBL (Original Bill of Lading)/ Air Way Bill (AWB) would be treated as the date of delivery for penalty purposes.  <b><u>For Indian Bidders:</u></b> The date of GR / LR would be treated as the date of delivery for penalty purposes.  In case of any deviation to the above penalty clause, BHEL reserves the right to load the offers to the extent to which it is not agreed by vendors (at offered value).	
12.	<b>Technical Requirements.</b>	Specification for Flow Assembly ST45009 Rev.01 is enclosed. Please confirm to comply the same.  Approval of Documents at various stages by BHEL is required as per Specification. Please confirm your acceptance for the same.  Wet Calibration Certificate to be approved by BHEL before dispatch. Please confirm your acceptance for the same.  Design, Manufacturing, Calibration of Flow Assembly shall be as per ASME PTC 6-2004. Please confirm.  An Interlocking Flange Joint to be provided for ease of transportation. Interlocking Flange Joint preferably be provided near center of the assembly. This Interlocking Flange Joint to be opened for shipping after calibration. Please confirm.  Nozzle Assly. shall be blanked at the ends & filled with Nitrogen. Nitrogen filling will be done (for preservation) before dispatch. Please confirm.	





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# ANNEXURE-A

		To avoid loss of root valves and / or spare gaskets packed with nozzles, Supplier should tie these loose items to the pipe body using wire or other suitable sturdy material. Please confirm.	
		Proper packaging of root valves to be ensured to avoid any possible transportation damage. Please confirm.	
		As the assembly is calibrated, the nozzle joint should not be opened before use. To prevent accidental opening of nozzle flange, supplier to provide a metal clamp with the words "Do Not Open" written on it. The clamp to be fixed across the flange & connected to any of the stubs. Please confirm.	
13.	Quality Requirements	<p><b>For Foreign Bidders:</b></p> <p>Testing and certification is required as per Ordering Drawing and Specification. Please confirm.</p> <p><b>For Indian Bidders:</b></p> <p>Please submit endorsed (signed &amp; stamped) copy of enclosed BHEL Standard Quality Plan (SQP) No. "QA/BE/QP/326, REV. 05" along with your offer as a token of your acceptance.</p> <p>Inspection shall be done by BHEL / BHEL nominated inspection agency "M/S. INTERTEK" as per above BHEL SQP. Please confirm.</p> <p>Please note that BHEL will pay directly to BHEL nominated inspection agency for inspection. However, the Co-ordination with the BHEL nominated Inspection agency would be the sole responsibility of the bidder. Please confirm.</p>	
14.	MDCC clause	Please note that, material shall be dispatched only after issuance of Material dispatch clearance certificate (MDCC) by BHEL. For issuance of MDCC, you are required to submit all Certificate of Compliance and Test Certificates as per Ordering documents. BHEL will issue MDCC within 7 days of receipt of Certificate of Compliance and Test Certificates as per Ordering documents, if complete & clear w.r.t. ordering documents. In case of any delay on account of BHEL, delivery shall be re-scheduled accordingly	
15.	Guarantee/ Warranty	Guarantee shall be 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier. Guarantee certificate is to be provided along with shipping documents.	
16.	Applicable taxes & duties:	<p><b>For Indian Bidders:</b></p> <p>Since input credit of GST shall be available to BHEL, no loading of GST would be done for Indian Bidders. However, Indian Bidders are required to inform / confirm following:</p> <ul style="list-style-type: none"> <li>Please inform applicable rate of GST.</li> <li>Please Inform your GST registration No.</li> <li>Please inform whether supplier is registered under Composite scheme of GST. If yes, no GST would be paid by BHEL to such suppliers.</li> <li>Please inform HSN code of material</li> <li>Please note that in case entry of GST will not appear on BHEL's GST portal within due time as per GST law, GST amount will be recovered by BHEL from vendors for such invoices</li> </ul> <p><b>For Foreign Bidders:</b></p> <p>Presently Custom Duty is on <b>Project Import (PI)</b> for present requirement. Custom duty applicable on <b>Project Import (PI)</b> shall be considered for evaluation of offers of foreign bidders. Since input credit of IGST would be available to BHEL, hence the same shall not be considered in evaluation (i.e. Customer duty on <b>Project Import (PI)</b> without IGST will be considered for evaluation of offers of Foreign bidders).</p>	

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ANNEXURE-A

		Any new tax structure (like Goods & Services Tax) as and when implemented by the Government of India shall become applicable in addition to or in lieu of existing tax structure. The evaluation of offers would be done as per the applicable Tax & Duty structure, prevailing on the date of opening of Price Bid.	
17.	<b>Reverse Auction (E-bidding)</b>	<p>Please note that Reverse Auction (RA) is mandatory for this tender enquiry.</p> <p>"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on our company website (<a href="https://www.bhel.com/sites/default/files/Guidelines%20for%20Reverse%20Auction%20-%202021%20-%20Abridged.pdf">https://www.bhel.com/sites/default/files/Guidelines%20for%20Reverse%20Auction%20-%202021%20-%20Abridged.pdf</a>) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</p> <p>"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/bidders do/does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."</p>	
18.	<b>Risk Purchase</b>	In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law. Please confirm.	
19.	<b>Arbitration Clause</b>	<p>In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration &amp; Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat &amp; venue of arbitration shall be Haridwar.</p> <p>The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.</p>	
20.	<b>Conflict of interest</b>	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"><li>a) they have controlling partner(s) in common; or</li><li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li></ul>	

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PROJECT: 3X800 WM PATRATU

**ANNEXURE-A**

	<p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or</u></p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"><li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li><li>2. Indian/foreign agent on behalf of only one principal, or</li></ol> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business.</p>	
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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version June-2021,Rev: 06)

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#### 1. GENERAL.

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

#### 2. ORIGIN OF QUOTATION.

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

#### 3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. \_\_\_\_\_ Dated: \_\_\_\_\_

Due on: \_\_\_\_\_

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

- TENDER BOX is located at TENDER ROOM, Room No. - 415, 4<sup>th</sup> Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

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



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- C) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- D) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- E) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- F) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- G) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.

H) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.

I) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.

J) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1 counter offered rates**, if the quantity offered by the L-1 bidder is less than the quantity tendered for.

If the counter offer is to be given to other qualifying Vendor(s) (e.g. in case of splitting of order, MSE Vendors or the case of Purchase preference to make in India), then the basic price for each qualifying vendor has to be calculated taking the landed cost of the L1 vendor as reference. Basic price will be calculated by working backwards from the landed cost of L1 vendor in following manners;

### (1) Counter offer in case of MSE Vendor(s) or the case of Purchase preference to make in India:

Landed cost of L-1 vendor will be reduced by notional loading of late delivery penalty to the extent the same is not applicable to the vendor being counter offered. The result so arrived at will be put as landed cost and basic price to be counter offered will be worked backward therefrom in price structure of the concerned vendor.

### (2) Counter offer in case of Splitting:

Landed cost of L-1 vendor will be reduced by custom duty and notional loading of late delivery penalty to the extent the same is not applicable to the vendor being counter offered. The result so arrived at will be put as landed cost and basic price to be counter offered will be worked backward therefrom in price structure of the concerned vendor.

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If the basic price so computed is less than the basic price of the L1 vendor, then this basic price shall be counter offered, otherwise the basic price of L1 vendor shall be counter offered.

- K) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.
- L) In case of e-Tendering (Online bidding through e portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

#### 4. TENDER OPENING.

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

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

#### 5. SPECIFICATION, DRAWINGS & STANDARD.

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

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

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

#### 6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Bidders need to quote their prices on CFR any sea port in Mumbai or FCA basis to the named airport in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.
- d) In case the vendor quotes the prices on CFR basis and BHEL accepts the delivery term on CFR, **0.25 %** (of CFR Value) towards port handling charges & **1.5 %** (of CFR Value) towards inland freight or actual freight charges as per BHEL freight rate contract whichever is higher, shall be loaded in the prices for ascertaining the landed cost to decide the comparative status of the prices.
- e) However, if BHEL agrees to accept the FOB delivery terms, the FOB prices shall be loaded **2.0%** (of FOB Value) towards sea freight, **0.25%** (of FOB Value) towards port handling charges & **1.5%** (of FOB value) towards inland freight for

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ascertaining the landed cost to decide the comparative status of the prices.

**f) Basis of Evaluation for Bid / Quotation in foreign currency:**

1. Currency exchange rate (TT selling rates of SBI) for evaluation of the bid / quotation received in foreign currency will be as follows:
2. Single part bid – Date of tender opening.
3. Two / Three-part bid – Date of part 1 opening.
4. Reverse auction – Date of part-1 opening.

**Note:** - Financial evaluation of L1, L2 ----- status will be on the basis of Landed Cost to BHEL.

f1) Currency of Evaluation shall be INR.

**g) Evaluation of Indian Agents Commission:**

1. BHEL prefers to deal directly with foreign bidder, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure compliance to applicable guidelines.
2. The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission.
3. In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.

**h) While submitting your bids please clearly indicate:**

1. Expected weight of goods (lots wise).
2. The size of packed goods.
3. Whether the goods can be dispatched in containers?
4. Port of Loading.
5. Port of Discharge.

**7. REVERSE AUCTION.**

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

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

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

**8. DELIVERY TERMS.**

- a) Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order.
- b) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders.
- c) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 600 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).

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- d) Any demurrage / Godown Rent payable to the Port Authorities due to any delay attributed by the supplier will be recovered from supplier's account.
- e) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is to be provided mandatorily. However, a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- f) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and / or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any paid by BHEL (for stated reasons).
- g) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- h) In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container / High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
- i) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.
- j) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the IGM (Import General Manifest) at discharge port.
- k) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- l) **The invoices being issued by shipping lines must be in the name of BHEL. Any loss in GST due to submission of discrepant document will be recovered from supplier / vendor.**
- m) While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- n) If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent to BHEL as detailed in para "p" (below), at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.
- p) **Information related to OBL / AWB Documents:**
- I. Consignee name and address should be same as mentioned in the Purchase order.
- II. Notify party: Name and address will be as follows :( For discharge port Mumbai or Nhava Sheva)  
Bharat Heavy Electricals Limited  
14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005  
Email: msseahwr@bhel.in & ppximx@bhelh.in (in case of Sea Shipments)  
Email: [msair@bhel.in](mailto:msair@bhel.in) and [ppximx@bhel.in](mailto:ppximx@bhel.in) (in Case of Air shipments)  
For latest updating please refer our web site: <https://hwr.bhel.com>
- III. OBL should clearly mention the Indian agent address and contact details.
- IV. OBL should be issued as per UCP 600.
- V. In case of shipments other than FOB, OBL should mention the container detention free period.

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VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to BHEL-Mumbai office (Address at Para "p-II") with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings (BL) may be routed through bank based on the other agreed terms and conditions of purchase order.

### 9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

#### a) Where items of Purchase Order are independently usable.

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

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

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

"In case of CFR shipment where BHEL accepts the date of inspection as the date of delivery for the purpose of LD, the vendor has to ensure the shipment within 30 days for containerized cargo and 45 days maximum for Break bulk cargo from the date of inspection. Any delay, beyond this period, which is not attributable to BHEL shall be considered for application of LD."

"In case of FOB shipment, vendor has to intimate the readiness of cargo after inspection to BHEL nominated Freight forwarder minimum 15 days in advance for containerized cargo and 30 days in advance for Break bulk cargo before the FOB delivery date. The delay in shipment due to late intimation to BHEL nominated freight forwarder

and not attributable to BHEL will be considered for application of LD".

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- f) The delivery date for LD purpose will be the Bill of Lading Date/Air way bill.
- g) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

### 10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after Receipt and Acceptance of Material / Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.
- d) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.

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

**The loading criteria for the different payment terms shall be as under:**

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

### 11. BANK GUARANTEE.

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

consortium banks and the bank charges for such confirmation will be borne by the bidder.

### 12. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.
- b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG/refund of amount paid.

### 13. QUALITY REQUIREMENT.

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

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### 14. VALIDITY.

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

### 15. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.

- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

### 16. TRANSIT INSURANCE.

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

### 17. PHYTOSANITARY CERTIFICATE:

- a) As per the Indian Law, all consignments being imported into India by air / sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer / dispatch documents that the required phytosanitary certificate will be submitted.
- b) Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

### 18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per LD 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

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

### 19. FORCE MAJEURE CLAUSE.

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

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

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

- i) Change in law/ government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

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

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

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

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

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

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

### 20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

### 21. SETTLEMENT OF DISPUTES/ARBITRATION.

Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

**JURIDICTION:** The courts of New Delhi, India, shall have exclusive jurisdiction.

### 22. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

- b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>.
- d) Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.
- g) 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.
- h) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.  
In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

### 23. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. The margin of purchase preference shall be 20%.

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## BHARAT HEAVY ELECTRICALS LIMITED

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- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
  - 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
  - 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.
- C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. Requirement of Purchase Preference:  
Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -
- a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
    - i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local
  - supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".
  - b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
    - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
    - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
    - iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference

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

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

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

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

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

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

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

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

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

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

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

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### 25. NOTE.

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

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

### 3. Compensation in respect of each of the victims:

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

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

- f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.

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### 1. GENERAL.

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

### 2. ORIGIN OF QUOTATION.

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

### 3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. \_\_\_\_\_

Dated: \_\_\_\_\_

Due on: \_\_\_\_\_

To,

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

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

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

#### 4. TENDER OPENING.

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

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

#### 5. SPECIFICATION, DRAWINGS & STANDARD.

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

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



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

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

### 6. PRICE SCHEDULE.

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

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

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

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

j) Currency of Evaluation shall be INR.

**NB: Financial evaluation of L1, L2 .....Status will be on the basis of Landed Cost to BHEL.**

### 7. REVERSE AUCTION.

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

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

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

### 8. DELIVERY TERMS.

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

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



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### 9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

#### a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

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

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

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

i) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

### 10. PAYMENT TERMS.

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

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

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

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

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

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

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

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

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**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)****For Indian Bidders (Version June-2021, Rev: 06)****i) The loading criteria for the different payment terms shall be as under:**

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

**11. TAXES & DUTIES.**

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

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

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





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evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

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

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

### 12. BANK GUARANTEE.

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

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

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and

replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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

### 14. QUALITY REQUIREMENT.

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

### 15. VALIDITY.

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

### 16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.



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- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

### 17. TRANSIT INSURANCE.

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

### 18. RISK PURCHASE.

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

### 19. FORCE MAJEURE CLAUSE.

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

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

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.



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- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.
- j) Pandemic or Epidemic.

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

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

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

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

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

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

### **20. NON-DISCLOSURE AGREEMENT.**

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or

subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others or to gain a commercial advantage. BHEL reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.

### **21. SETTLEMENT OF DISPUTES / ARBITRATION.**

In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

### **22. WHARFAGE / DEMURRAGE RESPONSIBILITY.**

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

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

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate





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(Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

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

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

8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
  - a) In case of proprietary MSE, proprietor shall be Woman.
  - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
  - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.



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

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

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

### 24. INFORMATION TO THE BIDDERS.

a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.

c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>

d) Copy of this Tender Enquiry is being sent through the post.

e) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

### 25. MAKE IN INDIA (GOVT-NOTIFICATION).

A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.

B. The margin of purchase preference shall be 20%.

- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
- 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.



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### E. Requirement of Purchase Preference:

Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -

a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".

b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling

within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-

a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –

b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price,



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then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

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

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

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

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

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

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

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

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

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

### 27. NOTE.

- Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
  - Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
  - In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
  - 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.
  - "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
- Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
  - Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious

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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Indian Bidders (Version June-2021, Rev: 06)

occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

### 3. Compensation in respect of each of the victims:

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

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

f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.



**TECHNICAL PRE-QUALIFICATION REQUIREMENT**

Indent No	Item	Material Code	Specification No
20230691	CALIBRATED FLOW NOZZLE ASSEMBLY (800 MW RATING SETS)	W90313181101	ST45009 R01

**Item Description: -**

Calibrated flow nozzle is used to measure condensate flow accurately during Performance Guarantee test of TG cycle. Performance test is carried out of per ASME PTC-6 code, hence calibrated flow nozzle should meet all requirement of test code ASME PTC-6.

**Experience Requirement:**

1. **Design Facility:** The Bidder should have Designed, Engineered, Manufactured, tested and supplied as per ASME PTC-6 -2004, Long radius low Beta ratio throat tap flow nozzle assembly of 12 " or higher ID containing four (4) tap sets and supplied one (1) number each in at least two different Thermal Power Plants with units having capacity of 500 MW or above. The referred thermal power plant units should have been performance tested using the qualifying flow nozzles and the date of commissioning / first synchronization of thermal power units where these qualifying nozzles are used should not exceed 8 years from the date of enquiry.

Bidder to provide following documents in support of above:

- a. Experience list of supply of ASME PTC 6 flow nozzle for 500 MW or above rating thermal sets.
- b. Copies of Un-priced purchase orders (PO) for qualifying flow nozzles for at least two units.
- c. Detailed cross-section and assembly drawings of flow nozzle for any one unit of submitted PO (as per Sl. No- 1(b)).
- d. A copy of the design calculation for nozzle indicating clearly the calculation formula and the various correction factors like density correction, scale expansion etc., the bidder has applied in the calculations for any one unit for which assembly and cross-section drawing are furnished (as per Sl. No.-1(c)).
- e. Details of engineering, manufacturing, testing, calibration facilities.
- f. Wet calibration certificate of the same flow nozzle for which design documentation is furnished.

*Prabhat Singh*  
06/06/2023

*Indu - M/L*  
06/06/2023



- g. End user certificate, indicating the date of commissioning of the plant and successful use of flow nozzle assembly during performance testing of the thermal set of any one supply (as per Sl. No- 1(b)).
2. **Calibration Facility:** The bidder should have got the flow nozzle calibrated in a Laboratory of international repute, preferably by Weigh tank method with Reynolds number, Water Temperature and other flow conditions as close as possible to actual operating condition. Wherever, it is not possible to calibrate flow nozzle at the actual operating condition, the calibration Reynolds number should have been obtained in accordance with paragraph 4.8.16 of ASME PTC-6-2004. While calibrating the nozzle, the transition region of Reynolds number from 1.0 million to 4.0 million should have been covered.

Bidder to provide following documents in support of above:

- a. The accreditation details of Laboratory in which wet calibration of ASME PTC 6 flow nozzle was performed for nozzles in clause 1. Further bidder to inform name and accreditation details of laboratory proposed for calibration if different from earlier laboratory.
- b. Wet calibration test certificate of flow nozzle as per ASME PTC-6-2004. It should at least include copies of calibration for each tap set (including tap sets for which calibration may have not met ASME PTC-6-2004 criteria) indicating nozzle/ pipe diameter and calibration conditions, including calibration curves, calibration data and calibration results.

**Note:**

- I. BHEL would open the price bid of only those bidders, who fulfill above pre-qualification requirements.
- II. If the Design Parameters, Guaranteed Figures, Equipment Features etc., are not clearly brought out in the bid or not supported by the information required as per specification, or have not been considered in bidder's offer, in accordance with specification requirements of reliability, availability, operability and maintainability of the equipment, then BHEL has right to reject the bid(s) of such bidder(s).
- III. All the documents should be submitted by bidder in consolidated manner in English language.


hkh = *[Signature]*  
06/06/2023

*[Signature]*  
06/06/2023







दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) <b>PRODUCT PURCHASE SPECIFICATION</b> <b>(HEEP: HARIDWAR)</b>		<b>ST45009</b>	
				पृष्ठ 6 का 1 Page 1 of 6	
SUPERSEDES INVENTORY NO.	Based on standard : ASME PTC 6 2004				
<b>TECHNICAL SPECIFICATION FOR CALIBRATED FLOW NOZZLES</b> (800 MW)					
<b>1.0 GENERAL</b> This specification calls for supply of calibrated long radius, low beta ratio throat tap flow nozzle assembly(ies) for the accurate determination of primary flow in the Performance Guarantee test on the TG set of the project indicated in sheet-5.					
<b>2.0 SCOPE</b> Supply of calibrated flow nozzle assembly(ies) comprising primary flow element, flow straightener(s), end (& middle) flanges, gaskets (including one extra set for future use), requisite zinc plated bolts/studs & nuts, upstream and downstream pipe sections and suitable root valves for tap sets. Each of the four pressure tap sets shall be 90° apart and calibrated as per ASME PTC-6-2004.					
<b>3.0 TECHNICAL REQUIREMENTS</b> Long Radius, low beta ratio throat tap flow nozzle assembly is to be designed as per para 4.8.4 to 4.8.11 of "ASME PTC-6 2004", "ASME PTC 19.5 –Flow Measurement" along with data in Sheet No. 5. The overall dimensions & design of the flow meter(s) should match with those indicated in sketch in sheet No. 6. Major technical requirements are reproduced as follows:					
a) The flow nozzle(s) shall be designed, manufactured and calibrated as per ASME PTC-6 2004.					
b) The supplier should calibrate the nozzle(s) preferably by Weigh tank method with Reynolds number, Water Temperature & other flow conditions as close to test conditions as possible. When it is not possible to calibrate at the test Reynolds number, the calibration Reynolds number should be obtained in accordance with para 4.8.16 of ASME PTC-6-2004. While calibrating, the transition region from 1.0 million to 4.0 million should be established. It is recommended that the value of the coefficient be established at the highest Reynolds No. possible, to minimize the effects of the transition region (in accordance with para 4.8.13 of ASME-PTC-6-2004). It is recommended that nozzles be sized to produce throat Reynolds Nos. beyond this range if possible to avoid effects of the Transition region as described in para 4.8.17, pg.37 of ASME-PTC-6-2004.					
c) The supplier should get the flow nozzle calibrated only at a recognized facility having international repute. Calibration should be separately conducted on each pairs of four taps & preferably consist of at least 20 separate acceptable points over a wide range of Reynolds Nos. For each set of selected taps, the calibration curve shall be within 0.25% of the reference curve and shall have the same slope. The reference curve is given in fig. 4.10 & table 4.2 on pg. 37 of ASME PTC-6-2004. The calibration of the flow nozzle shall comply with the conditions listed in clause 4-8.14 and 4-8.15 on pg. 36 & 37 of ASME PTC-6-2004.					
स्वत्वाधिकार एवं गोपनीय इस प्रयोग में की गई सूचना भारत की एंटीडिस्कवरी विनियमों की सम्पत्ति है, इसका प्रयोग एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।	दिनांक एवं हस्ताक्षर SIGN & DATE 23/07/17				
सामग्री सूची संख्या INVENTORY NO. P-6412	दिनांक एवं हस्ताक्षर SIGN & DATE 23/07/17				
TSX MEMBER-PSC QAX सहमत विभाग AGREED DEPTT.		LALIT KUMAR NEELU GARG S.K. CHAUHAN नाम NAME दिनांक एवं हस्ताक्षर DATE & SIGNATURE		अनुवादक BY निर्माणकर्ता WORKED BY जांचकर्ता CHECKED BY पर्यवेक्षणकर्ता SUPERVISED BY	
SUPERSEDES REV.NO. 01 Dt. 26/07/2017 CHANGE ADVICE NO. STE-17-06 26-07-17		POORAN CHANDRA VERMA PRABHAT SINGH APPROVED : S. BHATTACHARYA AGM (STE) निर्माण PREPARED : STE-TC जारी ISSUED : TSX		दिनांक एवं हस्ताक्षर SIGNATURE & DATE 26/07/17 26/07/17 Gr. NO. 2.83 दिनांक DATE : 01.09.2011	





दिनांक एवं हस्ताक्षर SIGN & DATE			उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) <b>PRODUCT PURCHASE SPECIFICATION</b> (HEEP: HARIDWAR)		ST45009 पृष्ठ 6 का 2 Page 2 of 6
सुपरसेड SUPERSEDES INVENTORY	सामग्री सूची संख्या को अतिरिक्त करना है	<p>d) The flow nozzle(s) shall be made from corrosion resistant material with known thermal expansion coefficient (as per clause 10 on page 5 of 6 of this document). Its surface should be hydraulically smooth and have a 0.4 microns or better finish and shall be free from all burrs, scratches, imperfections or ripples. For additional requirements on the design and manufacture of the nozzle(s) and its pressure taps, refer paras. 5.1, 5.2, 5.3, 5.4 of ASME PTC 19.5-Flow Measurement &amp; paras 4.8.6 &amp; 4.8.7 of ASME PTC-6-2004.</p> <p>e) The flow straightener shall be of Perforated or tubed plate design with non-uniform hole distribution (<i>also called Gallagher Straightener</i>) as shown in Fig 4.5 &amp; described in Para 4.8.4 &amp; Table 4.1 on Pg. 30 &amp; 32 of ASME PTC-6-2004.</p> <p>f) The bidder should confirm that in case the calibration curves are not within the limits prescribed in ASME PTC-6, they will manufacture fresh flow nozzle(s) and calibrate it to achieve the calibration regimes of ASME PTC-6 and supply the new piece(s) without any price / delivery implications.</p> <p>g) The total length of the flow assembly including flow straighteners; upstream &amp; downstream machined pipe length; flanges of size Nb450 CL400 RF Weld neck type as per ANSI-B16.5 etc. is to be exactly as indicated in the sketch in sheet No.6 of this document. The upstream &amp; downstream pipe should be without any weld joint and should be internally machined for a length of 4D &amp; 2D respectively in accordance with clause no: 5-3 of ASME PTC-19.5. For ease of transportation and installation, it is proposed to provide an interlocking flange joint near the center of assembly &amp; this joint should have a failsafe arrangement (like pin etc) to be assemble it exactly as it was during calibration. This joint to be opened for shipping after calibration.</p> <p>h) The external surfaces of the assembly shall be suitably painted with one coat of rust preventive primer and minimum one coat of heat resistive paint suitable for 160 Deg C application, to avoid rusting due to sea transportation (if applicable) and open storage at site for period up to one year. <b>The end faces shall be provide with suitable covers and conservation shall be done by filling Nitrogen and blanking the nozzle at the ends to avoid rusting/ damage of the pipe internals. The nozzle shall remain filled with nitrogen until installation for Performance Test. Alternatively if supplier is not able to provide Nitrogen filling then the internals of the pipe should be provided with suitable conservation (like Volatile Corrosion Inhibitor).</b></p> <p>Open ends of upstream and downstream taps should be sealed with covers to prevent damages to thread. The nozzles shall be packed in suitable seaworthy crates to avoid damage during transport and temporary storage before use at site.</p> <p>i) Serial No. of the nozzle, tag <b>FP01</b> should be clearly indicated on a name plate permanently affixed to the assembly. Tap set identification mark(s) shall also be hard punched as well as painted in large letters on the assembly so that they can be easily identified by the customer at site. These should also be clearly indicated in the assembly drawing.</p> <p>j) The nozzle should be placed in box with name plate facing upward. The box should have arrow mark indicating upper direction and should at least carry <b>name of supplier, S.No. of nozzle, Name of the project, package size, gross weight and net weight.</b></p> <p>k) To avoid loss of Root Valves and/ or Spare Gaskets packed with nozzles, Supplier should tie these loose items to the pipe body using wire or other suitable sturdy material.</p>			
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company					
स्वत्वाधिकार एवं गोपनीयता इस प्रलेख में दी गई सूचना भारत हेवी एलेक्ट्रिकल लिमिटेड की सम्पत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग और कि कंपनी के हित में हानिकारक हो न किया जाए।					
दिनांक एवं हस्ताक्षर SIGN & DATE	37/7/17				
सामग्री सूची संख्या INVENTORY NO.	P-6412	REV. NO.:01		निर्माणकर्ता WORKED BY	POORAN CHANDRA VERMA 26/07/17
				जांचकर्ता CHECKED BY	PRABHAT SINGH 26/07/17



दिनांक एवं हस्ताक्षर SIGN & DATE			उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) <b>PRODUCT PURCHASE SPECIFICATION</b> (HEEP: HARIDWAR)		ST45009 पृष्ठ 6 का 3 Page 3 of 6	
SUPERSEDES INVENTORY मामूली सूची संख्या को अधिकारित करता है		<p><b>4.0 DOCUMENTS TO BE SUBMITTED WITH OFFER</b></p> <ol style="list-style-type: none"> <li>1) A copy of the design calculation for the nozzle(s) indicating clearly the calculation formula &amp; the various correction factors like Buoyancy factor, Density correction, scale expansion etc. the bidder intends to apply in the calculations.</li> <li>2) A typical flow calibration curve for a flow nozzle supplied earlier as per ASME PTC-6 2004 requirements.</li> <li>3) Preliminary drawing of nozzle assembly and nozzle cross sectional drawing.</li> <li>4) A quality plan on prescribed format.</li> <li>5) Details of Manufacturing, testing &amp; calibration facilities.</li> <li>6) Experience list of supply of flow nozzle for similar rating supercritical thermal sets.</li> </ol> <p><b>5.0 DOCUMENTS TO BE SUBMITTED FOR DESIGN APPROVAL (after Placement of order)</b></p> <ol style="list-style-type: none"> <li>1) Drawings of the flow section with details of different components, material details and dimensions.</li> <li>2) Final flow calculation as per ASME PTC-6 2004.</li> <li>3) An assembly drawing showing the location and assembly of all major components including the location of the marks showing tap set Nos.</li> <li>4) Quality plan.</li> <li>5) Supplier shall not make any changes in drawings &amp; materials after approval of documents without permission of BHEL.</li> </ol> <p><b>5.1 Flow nozzle assembly should be manufactured based on drawings approved by BHEL as per 5.0 above.</b></p> <p><b>5.2 INSPECTION &amp; TEST CERTIFICATES</b>          The following minimum tests shall be carried out as per BHEL approved drawings/ and applicable standards. 3 hard copies of test certificates and 1 soft copy in pdf format shall be submitted for all the tests listed below <b>before packing and dispatch of nozzles.</b></p> <ol style="list-style-type: none"> <li>1) Material tests for all major components (i.e.) Nozzle, Steel pipes, Flanges, fittings, etc</li> <li>2) Magnetic particle or liquid penetrant examination for each pressure taps as per ASME Sect.V.</li> <li>3) 100 % Radiographic examination of butt welds as per ASME Sect.VIII.</li> <li>4) Hydrostatic pressure test of complete meter run at 1.5 times of design pressure for minimum 30 minutes with proof of test.</li> <li>5) Surface finish measurement for Nozzles satisfying the requirements of ASME PTC-6 2004 and ASME PTC-19.5 as stated in para 3(d) above.</li> </ol> <p><b>5.3 WET CALIBRATION</b>          Calibrations on nozzle as per ASME PTC-6 2004. Copies of calibration for each tap set indicating nozzle/pipe diameter and calibration conditions, including curves and calculation data shall be submitted for review and acceptance <b>before packing and dispatch of nozzles.</b></p>				
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company						
स्वत्वधिकार एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत भारती प्रौद्योगिकी निगम की सम्पत्ति है इसका प्रयोग एवं प्रसारण रूप से किसी भी तरह प्रयोग, जो कि सम्पत्ती के हित में हानिकारक हो न किया जाय।						
दिनांक एवं हस्ताक्षर SIGN & DATE 	3/7/17					
मामूली सूची संख्या INVENTORY NO. P-64/12		REV. NO.: 01		निर्माणकर्ता WORKED BY	POORAN CHANDRA VERMA	 26/07/17
				जांचकर्ता CHECKED BY	PRABHAT SINGH	 26/07/17



दिनांक एवं हस्ताक्षर SIGN & DATE		<h2 style="margin: 0;">उत्पाद क्रय विनिर्देश (हीप : हरिद्वार)</h2> <h3 style="margin: 0;">PRODUCT PURCHASE SPECIFICATION</h3> <p style="margin: 0;">(HEEP: HARIDWAR)</p>	<b>ST45009</b>  पृष्ठ 6 का 4 Page 4 of 6
SUPERSEDES INVENTORY  सामग्री सूची संख्या को अतिरिक्त करता है	<h3><u>PREScribed FORMAT FOR QUALITY PLAN</u></h3>		
<h3><u>INSTRUCTIONS FOR FILLING QUALITY PLAN</u></h3>			
<p>The quality plan shall include all the quality control measures and check adopted by the vendor to ensure that the material/ components/ assembly/ services supplied by the vendor meet /will meet the requirements as per specifications and good practices. They shall include all stages of operation such as <b>materials, process, machining, assembly, calibration, painting, packing &amp; dispatch</b>. The following guidelines for filling the Quality plan may be noted:</p> <p>Column 1- Serial Number</p> <p>Column 2- Component / operation. The component and / or operation being checked shall be given here.</p> <p>Column 3-Characteristics - The characteristic being checked shall be given here (e.g.) Chemical composition, mechanical properties, leak tightness, surface defects, etc.</p> <p>Column 4- Category CR stands for critical characteristic affecting the safety of equipment and personnel. MA stands for major characteristic affecting performance, reduction in life, large down time.M1 stands for minor characteristic affecting appearance.</p> <p>Column 5-Type of check: like chemical analysis, tensile testing, hydraulic test, visual examination, radiography, etc.</p> <p>Column 6- Quantum of check such as 100%, 10%, 1 per Heat, etc.</p> <p>Column 7- Reference documents - Documents such as Technical specifications, drawings, standard specifications (BS, ANSI, ASME, DIN, IS, etc.), procedure etc. according to which the checks are done.</p> <p>Column 8- Acceptance norms-BHEL approved drawings, Standards etc. according to which the acceptability or otherwise of the characteristics being checked is decided.</p> <p>Column 9- Format of Records - Formats, log sheets, reports, etc. in which the observations are recorded. Standard log sheets, reports, format, etc. of the vendor shall be numbered and such reference numbers shall be included here.</p> <p>Column 10-12 -Agency - The agency which performs the test/inspection shall be written in the sub-column P. The agency which witnesses the tests shall be written in the sub-column W &amp; the agency which verifies the tests certificates/inspection records shall be written in the sub-column V.</p>			
<p>Column 10-12 -Agency - The agency which performs the test/inspection shall be written in the sub-column P. The agency which witnesses the tests shall be written in the sub-column W &amp; the agency which verifies the tests certificates/inspection records shall be written in the sub-column V.</p>			
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	<p>Column 10-12 -Agency - The agency which performs the test/inspection shall be written in the sub-column P. The agency which witnesses the tests shall be written in the sub-column W &amp; the agency which verifies the tests certificates/inspection records shall be written in the sub-column V.</p>		
स्वत्वाधिकार एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स लिमिटेड की सम्पत्ति है इसका प्रयोग एवं प्रसारण के बिना लिखित अनुमति के बिना न किया जाय।	<p>Column 10-12 -Agency - The agency which performs the test/inspection shall be written in the sub-column P. The agency which witnesses the tests shall be written in the sub-column W &amp; the agency which verifies the tests certificates/inspection records shall be written in the sub-column V.</p>		
दिनांक एवं हस्ताक्षर SIGN & DATE  	<p>Column 10-12 -Agency - The agency which performs the test/inspection shall be written in the sub-column P. The agency which witnesses the tests shall be written in the sub-column W &amp; the agency which verifies the tests certificates/inspection records shall be written in the sub-column V.</p>		
सामग्री सूची संख्या INVENTORY NO.  P-6412	REV. NO. :01	निर्माणकर्ता WORKED BY  POORAN CHANDRA VERMA	जांचकर्ता CHECKED BY  PRABHAT SINGH
		सामग्री सूची संख्या INVENTORY NO.  P-6412	सामग्री सूची संख्या INVENTORY NO.  P-6412





# उत्पाद क्रय विनिर्देश (हीप : हरिद्वार)

## PRODUCT PURCHASE SPECIFICATION


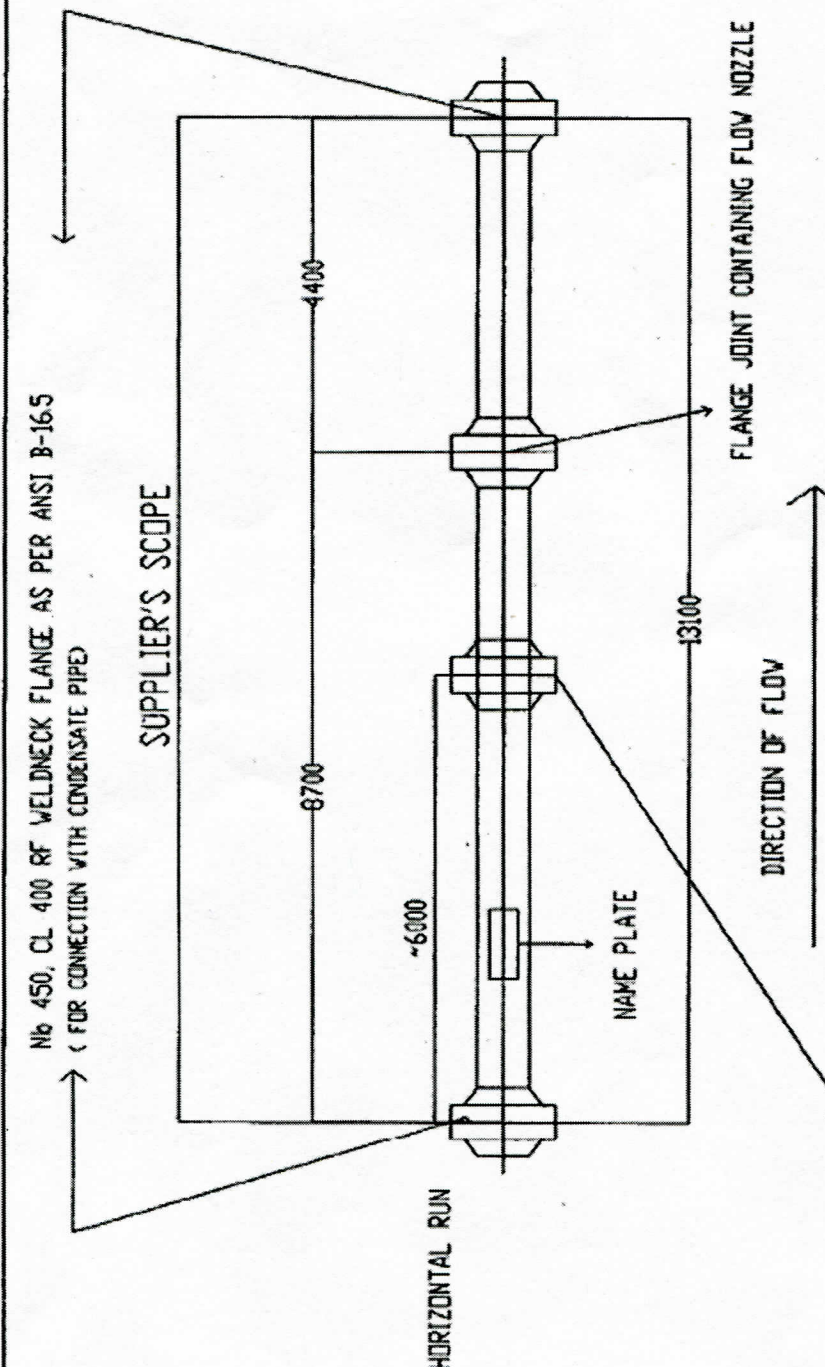
(HEEP: HARIDWAR)

ST45009

पृष्ठ 6 का 5  
Page 5 of 6

निष्कर्ष एवं हस्ताक्षर SIGN & DATE	SUPERSEDES INVENTORY	<b>DATA SHEET FOR FLOW MEASURING DEVICE</b> <b>800 MW THERMAL POWER PLANT</b>																			
सामग्री सूची संख्या को अधिकारित करता है	COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	1) SERVICE : CONDENSATE FLOW TO DEAERATOR 2) TAG NO. : FP01 3) QUANTITY : 1 NO. 4) LINE FLUID : CONDENSATE (DM WATER) 5) OPERATING DATA																			
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>100 % LOAD (Design Point)</th> <th>80 % LOAD</th> <th>MAXIMUM LOAD</th> </tr> </thead> <tbody> <tr> <td>FLOW ( T /Hr )</td> <td>1769.46</td> <td>1415.712</td> <td>1908.260</td> </tr> <tr> <td>PRESSURE(Kg/cm<sup>2</sup> abs)</td> <td>11.90</td> <td>9.93</td> <td>12.63</td> </tr> <tr> <td>TEMPERATURE (°C)</td> <td>150.3</td> <td>143.8</td> <td>152.5</td> </tr> </tbody> </table>					100 % LOAD (Design Point)	80 % LOAD	MAXIMUM LOAD	FLOW ( T /Hr )	1769.46	1415.712	1908.260	PRESSURE(Kg/cm <sup>2</sup> abs)	11.90	9.93	12.63	TEMPERATURE (°C)	150.3	143.8	152.5
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		6) PIPE SIZE : O.D. = 457.00 mm : I.D. = 431.60 mm : Thickness = 12.70 mm 7) PIPE MATERIAL : SA106 Gr C. 8) PIPE STANDARD : ANSI B 36.10 9) TYPE OF FLOW ELEMENT : LOW BETA RATIO THROAT TAP NOZZLE 10) MATERIAL OF FLOW ELEMENT : 316L/321 SS or Equivalent 11) TYPE OF MOUNTING : Flanged (WNRF) 12) TYPE OF TAPPING : Throat Taps 13) NO.OF TAPPING POINTS : FOUR Pairs 14) TYPE OF FLOW STRAIGHTENER : Perforated or Tubed Plate (As per Fig. 4.5, ASME PTC-6-2004) 15) GRADIENT : Horizontal 16) ALLOWABLE PRESSURE LOSS : Approx 1.0 Kg/cm <sup>2</sup> at 100 % load 17) DESIGN & CALCULATIONS : As per ASME PTC-6-2004 & ASME PTC 19.5-2004 Flow Measurement 18) CALIBRATION CURVES & DATA : Required for each pair of tapings. Data indicating Cd <sub>theo</sub> & Cd <sub>practical</sub> to be furnished. 19) DIFFERENTIAL AT 100% LOAD : Preferably 1.5 Kg/cm <sup>2</sup> 20) INSTRUMENT RANGE : 0-2.5 Kg/cm <sup>2</sup> Dp transmitter 21) LIST OF REFERRED STANDARD : ASME PTC-6, ASME PTC-19.5, ANSI-B16.5, ANSI B36.1, ASME Sect. V, ASME Sect. VIII																			
निष्कर्ष एवं हस्ताक्षर SIGN & DATE 31/7/17		REV. NO.: 01																			
सामग्री सूची संख्या INVENTORY NO. P-6412		निर्माणकर्ता WORKED BY POORAN CHANDRA VERMA		जांचकर्ता CHECKED BY PRABHAT SINGH																	
				26/07/17																	
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सामग्री सूची संख्या INVENTORY NO. <b>P6412</b>	दिनांक एवं हस्ताक्षर SIGN & DATE <i>[Signature]</i>	स्वत्वाधिकार एवं गोपनीय The information on this documents is the property of Bharat Heavy Electrical. Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	सामग्री सूची संख्या को अधिकृतित करना है SUPERSEDES INVENTORY	दिनांक एवं हस्ताक्षर SIGN & DATE		<h2 style="margin: 0;">उत्पाद क्रय विनिर्देश (हीप : हरिद्वार)</h2> <h3 style="margin: 0;">PRODUCT PURCHASE SPECIFICATION</h3> <p style="margin: 0;">(HEEP: HARIDWAR)</p>	पृष्ठ 6 का 6 Page 6 of 6	ST45009																				
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <p style="text-align: center;">SUPPLIER'S SCOPE</p> <p style="text-align: center;">No 450, CL 400 RF WELDNCK FLANGE AS PER ANSI B-16.5 ( FOR CONNECTION WITH CONDENSATE PIPE</p> </div> <div style="width: 40%; text-align: center;">  </div> <div style="width: 25%;"> <p style="text-align: center;">FLANGE JOINT FOR DISASSEMBLY AFTER CALIBRATION (NOTE : PROVISION FOR ACCURATE ALIGNMENT AND REASSEMBLY, SUCH AS PINS MUST BE BUILT INTO FLANGE JOINT)</p> </div> </div>																												
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**On the Company letterhead**

## **Certificate**

**Subject: Certificate for Minimum Local Content under PPP-MII Order No. P-45021/2/2017-PP (BE-II) Dated 04/06/2020 of Government of India.**


In line with Government Public Procurement Order No. **P-45021/2/2017-PP (BE-II) Dated 04/06/2020**, we hereby certify that we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier. The percentage of local content in the items \_\_\_\_\_ offered by us against Enquiry No. \_\_\_\_\_ is \_\_\_\_\_% (percentage).

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

Sl. No.	Location Detail	% age of Local content (i.e. Local Value addition made at the location)

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

Seal and Signature of Supplier

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN					TO BE FILLED BY BHEL			TO BE FILLED BY BHEL		
 <b>BHEL</b>	VENDOR'S NAME	ITEM	CALIBRATED FLOW NOZZLE			QP NO.	QA/BE/QP/326						
						REV.	05	Date: 10.06.2023					
		DRG. NO.	As per P.O.										
		SPEC.	As per P.O. specification										
		REV	As per P.O.			Page 1 of 1							
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS	
									M	B	N		
1	2	3	4	5	6	7	8	9	D	10		11	

<b>1.0</b>	<b>RAW MATERIALS / BOUGHT OUT ITEMS</b>											
1.1	Flow nozzle, steel pipes, flanges, fittings etc.	Chem. & mech. properties	Major	Measure	100%	Drg./ADS/Spec.	Drg./ADS/Spec.	MTC	√	P	V	-
1.2	Stud & nuts (zinc plated)	zinc coating	Major	Measure	100%	Drg./ADS/Spec.	Drg./ADS/Spec.	MTC	√	P	V	-
<b>2.0</b>	<b>IN PROCESS INSPECTION</b>											
2.1	Machining	Visual	Major	Review	100%	Drg./ADS/Spec.	Drg./ADS/Spec.	Records	√	P	V	-
2.2	Verification of Welding documents	WPS/PQR/WPQ	Major	Review	100%	ASME SEC IX	ASME SEC IX	Docum ents.	√	P	V	-
<b>3.0</b>	<b>FINAL INSPECTION</b>											
3.1	Visual & Dimensional inspection	Dimension, workmanship	Major	Measure	100%	Drg./ADS/Spec.	Drg./ADS/Spec.	I.R.	√	P	W	-
3.2	Surface finish measurement for nozzles	smoothness	Major	Physical	100%	Drg./ADS/Spec./ ASME PTC-6 & 19.5	Drg./ADS/Spec./ ASME PTC-6 & 19.5	I.R.	√	P	W	-
3.3	Hydrostatic pressure test	strength	Major	Physical	100%	Drg./ADS/Spec.	No leakage	I.R.	√	P	W	-
3.4	Welding – visual measurement	Weld quality	Major	Visual	100%	Drg./ADS/Spec.	ASME SEC-VIII	I.R.	√	P	W	-
3.5	Welding - MPI or LPI of all welds	Weld quality	Major	Physical	100%	Drg./ADS/Spec.	ASME SEC-VIII	I.R.	√	P	W	-
3.6	Welding - R.T. of butt welds	Weld quality	Major	Physical	100%	Drg./ADS/Spec.	ASME SEC-VIII	I.R.	√	P	W	-
3.7	Calibration	Wet calibration	Major	Physical	100%	ASME PTC-6 2004	ASME PTC-6 2004	Report	√	P	V	-
3.8	Painting	--	Major	Physical	100%	Drg./ADS/Spec.	Drg./ADS/Spec.	I.R.	√	P	W	-
3.9	Identification & Marking	--	Major	Review	100%	Drg./ADS/Spec.	Drg./ADS/Spec.	I.R.	√	P	W	-
3.10	Packing including preservation	soundness	Major	Review	100%	Drg./ADS/Spec.	Drg./ADS/Spec.	I.R.	√	P	V	-
3.11	Recommended loose spares as per P.O. or specification (root valves, gaskets etc.)	visual	Major	Review	100%	Drg./ADS/Spec.	Drg./ADS/Spec.	I.R.	√	P	V	-

**NOTES:** 1. Manufacturer to maintain calibrated instruments having better accuracy than the item under test. Inspection engineer shall check the same. 2. Vendor to provide index sheet for co-relation of TC/IR with QP clauses.

MANUFACTURER/ SUBCONTRACTOR	LEGEND: DRG: BHEL APPROVED DRAWING, ADS: APPROVED DATASHEET, SPEC: SPECIFICATION, MTC: MATERIAL TEST CERTIFICATE, T.C.: TEST CERTIFICATE, I.R.: INSPECTION REPORTS, M: MANUFACTURER / SUBCONTRACTOR, B: BHEL / BHEL TPIA, N: CUSTOMER, 'P': PERFORM, 'W': WITNESS, 'V': VERIFICATION, "√" RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	REVIEWED BY (BHEL QA)	FOR CUSTOMER USE
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