



निविदा सूचना

भारत हेवी इलेक्ट्रिकल्स लिमिटेड, हीप, हरिद्वार - 249 403 भारत

TENDER ENQUIRY

Bharat Heavy Electricals Ltd. HEPP, HARIDWAR-249 403 INDIA

AA-17001(B)

B/401172/1982V1

16-01-2023
GSTIN NO 05AAACB4143P1ZL

Phone: (0091) (01334) 227350-227356 (7 Lines) & 228350-51 (2 Lines) •Telefax (0091) (01334) 226462 & 223948

M/S. OPEN TENDER निविदा सूचना स. ENQUIRY NO. *	QUETADE	13-02-2023
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BHEL

कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

HARIDWAR249403

Vendor Code

00001

INDIA

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
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1	W90311938035 DRG: - REV: FIRE RESISTANT FLUID (TRIXYLENYL PHOSPHATE (TXP), CAS NUMBER 25155-23-1) SPEC: ST22007 REV: 06	38783	KG	1	38783 28/02/23
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** 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.

Special Instructions:

1. The items are required for Tuticorin project.
2. "Special Conditions of tender Enquiry" and "GISTC" Revision-6 is to be necessarily filled and submitted alongwith the offer.
3. Kindly ensure the timely submission of your offer (1345 HRS Ist by due date) and note that late offer will not be entertained under any circumstances as per BHEL policy.
4. The offer / bid shall be signed and stamped on each page by authorized representative of the bidder.

General Instructions:

Please visit our site 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.

Page No 1

0043066

*सम्बन्धी कृपया कोटेशन देने से पूर्व www.bhelhwr.co.in की साईट पर सामान्य निर्देश और टर्म व कंडीशन का अवलोकन करें।



निविदा सूचना

भारत हेवी इलेक्ट्रिकल्स लिमिटेड, हीप, हरिद्वार - 249 403 भारत

TENDER ENQUIRY

Bharat Heavy Electricals Ltd. HEEP, HARIDWAR-249 403 INDIA

AA-17001(B)

B/4011/2/1982V1

16-01-2023

Phone: (0091) (01334) 227350-227356 (7 Lines) & 228350-51 (2 Lines) •Telefax (0091) (01334) 226462 & 223948

GSTIN NO 05AAACB4143P1ZL

ITEM DESCRIPTION	MATERIAL CODE	ENQUIRY NO.	QUANTITY	UNIT	LOTNO	दिनांक Date
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कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING:

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.

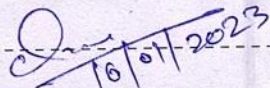
Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services.

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.


16/01/2023
CHHUTTAN LAL MEENA
MANAGER



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
FAX: +91 1334 226084/226462
TEL: +91 1334 28 4269/1690

ENQUIRY NO. B/4011//2022/1982V1
ITEM: FIRE RESISTANT FLUID
PROJECT: TUTICORIN

NIT: TENDER DETAILS AND INSTRUCTION TO BIDDERS (ANNEXURE-B)

1. SCOPE OF ENQUIRY

Please note that this tender enquiry has been issued through BHEL's e-procurement portal developed by NIC (<https://eprocurebhel.co.in/>), hence PAPER BID or BID THROUGH e-MAIL SHALL NOT BE ENTERTAINED FOR THIS TENDER. Please upload your e-bid in BHEL's e-procurement portal developed by NIC (<https://eprocurebhel.co.in/>).

2. PROJECT INFORMATION

1.Project Name	Tuticorin
Pls. note that the comparison would be done as per the applicable taxes and duties on the date of opening of Price Bid. Please note: Price to be quoted for Sets through prescribed BOQ format & upload through NIC portal.	

3. Brief Description of the requirement (For details refer price checklist)

Sl. No.	Material Code	Item Description	Qty.	Scheduled Delivery
1.	W90311938035	Fire Resistant Fluid	38783 KG	31/12/2022

4. EARNEST MONEY DEPOSIT (EMD) :

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

Details	Amount In INR	
EMD	INR 2,00,000/- (INR Two Lac or equivalent currency)	Refundable

4.1 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**". In case of foreign bidders, 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 : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Name: Sh. Sudhir Sharma Design: Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

4.2 The suppliers who are already registered in PMD (product Material Directory) of BHEL, HEEP Haridwar for supply of this item are exempted from submission of EMD.

4.3 All Central/State – PSUs/ Government Departments/ MSE Suppliers are exempted from submission of EMD. Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc.) are also exempted from submission of EMD.

"MSE Suppliers can avail the intended benefits only if they submit UDYAM certificate/UAM along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date



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of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). 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 Gazette officer.”

- 4.4 Bids should be accompanied with requisite EMD. BHEL reserve the right to reject the offer not accompanied by requisite/inadequate EMD. In this regard, decision of BHEL shall be final and binding upon the participants.
- 4.5 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening within the validity of its offer.

5. PRE-QUALIFICATION REQUIREMENT (PQR);

Pre-Qualification requirement is mentioned in Annexure-1. Kindly ensure submission of documents in support of PQR (As applicable). Offer submitted by bidders will be scrutinized with respect to pre-qualification requirement first. Technical offer of the bidders not meeting Pre-qualification requirement will not be scrutinized.

Important Note: Bidders should ensure completeness and correctness of all supporting documents of PQR along with their offer. Not more than 30 days (After Opening of Techno-commercial offers) will be allowed to bidders for completing PQR documents. PQR review will be closed 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 may be entertained thereafter.

6. TECHNICAL SPECIFICATIONS:

The OEM manufacturer meeting pre-qualification requirement and having capability for supplying Fire Resistance fluid may seek complete technical specifications from BHEL in Soft Copy. For seeking “technical specifications” potential suppliers shall submit following documents:

- **Non- Disclosure agreement (Duly signed and stamped at each page by original equipment manufacturer)**

The request for “technical specifications” with above documents should reach BHEL-Haridwar within 01 week from the date of issuing the tender notification. The technical documents will be provided with 07 days of receipt of request and above mentioned documents. All requests shall be addressed to the contact detail mentioned in clause no. 16 of this NIT.

7. SUBMISSION OF OFFER-

- 7.1 Please note that this tender enquiry has been issued through BHEL’s e-procurement portal developed by NIC (<https://eprocurebhel.co.in/>), hence PAPER BID or BID THROUGH e-mail SHALL NOT BE ENTERTAINED FOR THIS TENDER. Please upload your bid in BHEL’s e-procurement portal developed by NIC (<https://eprocurebhel.co.in/>). Please registered your firm on <https://eprocurebhel.co.in/> to participate in tenders floated by BHEL. In case of any difficulty faced while registering on BHEL’s e-Procurement portal developed by NIC, queries may be



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addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal.

- 7.2 Only English version or bilingual with one language as English, of all documents would be valid & binding.
- 7.3 Bidders are advised to read 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/ Technical Requirements 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.
- 7.4 Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
- 7.5 Tenders are to be uploaded on BHEL e-procurement portal developed by NIC (<https://eprocurebhel.co.in/>) in Two Parts and Part-I (Techno-Commercial Bid along with PQR, as detailed below) will be opened first. The offers are to be uploaded on or before the last date of submission of offer, as detailed on BHEL e-procurement portal for the tender:
- 7.6 This is two-part tender (Part1 & Part2 bid shall be submitted as below)-
For part 1 (Techno-commercial bid): all technical & commercial document of enquiry shall be submitted.
For part 2 (price): price shall be uploaded in the prescribed BOQ format as enclosed.

[A] PART-I BID: PRE-QUALIFICATION REQUIREMENT (PQR) & TECHNO-COMMERCIAL BID

Following documents are an integral part of this tender enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) and reply for each clause of Annexure-A are to be necessarily submitted along with the 'Techno-Commercial Bid' (Part-I bid).

All these following documents shall be uploaded in the "Techno-commercial bid level" on BHEL e-procurement portal developed by NIC (<https://eprocurebhel.co.in/>). PAPER BID or BID THROUGH e-MAIL SHALL NOT BE ENTERTAINED FOR THIS TENDER ENQUIRY.

- Proof of EMD submission details must be uploaded on the e-procurement portal.
- Please submit duly signed & stamped copy (each page) of the Pre- Qualification Requirements (PQR) as enclosed with proper filled information and related supporting documents as mentioned.
- Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated Pre-Qualification Requirements (PQR) along with all supporting documents like copies of End User Certificates, Unpriced copy of Purchase Orders and Contract Agreements etc.
- Complete Technical offer with relevant drawings/ documents etc.
- Please submit duly signed & Stamped copy of replica of Price Bid (without prices) showing 'quoted' in place of price.
- Please submit duly signed & Stamped copy (each page) of duly filled "Buyer Specific Terms and conditions of tender enquiry (Annexure-A)" and its clause wise supporting documents where required.
- Please submit duly signed & stamped copy (each page) of GISTC as provided along with Tender enquiry.
- Please submit duly signed & stamped copy (each page) of BHEL purchase & technical specification documents enclosed.



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ITEM: FIRE RESISTANT FLUID
PROJECT: TUTICORIN

NIT: TENDER DETAILS AND INSTRUCTION TO BIDDERS (ANNEXURE-B)

- Testing & Certification as per ordering specification.
 - Please submit duly signed & stamped copy (each page) of “Instructions to bidder”
 - Commercial Terms & Conditions.
- i. Deviations if any are to be listed out separately. Please note that in case no- deviation sheet is received along with offer, it will be presumed that all terms and conditions mentioned in “INSTRUCTION TO BIDDERS, Buyer Specific Terms & conditions of Tender enquiry as (Annexure-A) and “GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)” shall be acceptable to you and your offer will be processed accordingly. Acceptance of such technical deviations would be at the discretion of BHEL.

[B] PART-II BID PRICE-BID) :

BOQ

Prescribed BOQ shall be downloaded from online tender documents and after filling the relevant columns the same shall be uploaded by bidders. Please note that file name shall not be changed.

- 7.7 e- price bid shall be opened as per schedule given after technical evaluation.
- 7.8 Online Part-I bid (Techno-Commercial bid along with PQR) will be opened on Due Date and time specified in the online tender enquiry, or extension thereof. Incomplete offers are liable to be rejected.
- 7.9 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.
- 7.10 After opening of the online techno-commercial offer, the offers would be evaluated by BHEL.
- 7.11 After finalization of Techno-Commercial evaluation, offers of qualified bidders (techno-commercial offer) shall be considered for Price Bid opening. After opening of online price bid BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON www.bhel.com) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG ALL THE TECHNO-COMMERCIALY QUALIFIED BIDDERS AS PER GUIDELINES FOR REVERSE AUCTION-2021.
- 7.12 BHEL prefers to deal directly with the principal manufacturers/OEM. However, if the OEM/ Principal insists on engaging the services of an agent, the same can be allowed only thru a tender specific authorization letter issued by the principal/OEM. The acceptance of any such offer would be at the discretion of BHEL.
- 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).
- Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
- 7.13. Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.

8. **MAKE IN INDIA** : All bidders i.e. class-1 local, class-2 local & non local are eligible to participate in this tender. However, For this procurement. “As per public procurement (Preference to Make in India) circular Dtd. 04.06.2020 & corporate circular AA: SSP : PPP:MII dated 24.07.2020 following is to be the part of all NIT i.e. “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



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NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part-II bids against this NIT”.

Make in India deceleration certificate is enclosed. Suppliers are proposed to submit signed & stamp copy of the same along with their offer.

9. Evaluation Criteria

Evaluation shall be done based on total landed cost (for complete quantity for project) up to BHEL Project site considering total quantity together.

Please note that for evaluation prices will be considered on “per KG” basis. Vendor shall have to quote prices on “Per KG” basis.

10. OFFER VALIDITY

The offer is to be submitted with a validity of 180 days from the date of opening of techno-commercial offers. BHEL will reserve the right to reject the offer, quoting validity less than 180 days.

11. PRE BID CLARIFICATION/ PRE BID MEETING

- Please note that as per BHEL’s Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.
- In case of any confusion / non-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. Pre-bid meeting can also be arranged on bidder’s request for clarification of techno-commercial scope.
- No deviation & request regarding non-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers.
- The prices are to be quoted on firm basis. BHEL will reserve the right to reject the offer of the vendors not quoting the prices on Firm basis.
- Bidders shall submit their techno-commercial queries within 10 days of floating the NIT. Clarifications would be arranged within next one week. Bidders may also request for pre-bid meeting for techno-commercial clarification within one weeks of floating the NIT.

12. DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

Offers of the bidders, who are on the banned/hold list, and also the offers of the bidders who engage the services of the banned/hold firms, shall be rejected. The list of banned/hold firms is available on BHEL website www.bhel.com.

13. 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 submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer/bid submission (Part-I) if system allow. The discount shall be applied on pro- rata basis to all items unless specified otherwise by the bidder. Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts/revised offers given after enquiry opening (i.e. Part-I bid opening) shall not be accepted.



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- d) In case there is no change in the technical scope and/or specifications and/or commercial terms & conditions, the bidder/s shall not be allowed to change his/their price bids after the due date (i.e. Part-I bid opening).
- e) In case of changes in scope and/or technical specification and/or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- f) In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their latest price bid shall prevail. However, in such condition their original price bid will necessarily be opened.
- g) After technical & commercial examination of the offers received and clarifications obtained (if required), Part-II (Revised Price Bid/ Original Price Bid along with Price Impact and Discount, if any) shall be opened, for which the date and time shall be intimated to technically and commercially acceptable bidders in case of public opening. BHEL may opt to finalize the prices through Reverse Auction amongst technically and commercially acceptable bidders. BHEL reserves the right to open the earlier price bids, if any, submitted by the bidder(s), if required.
- h) No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.

IMPORTANT NOTE :

INSTRUCTION TO BIDDERS & BUYER SPECIFIC TERMS & CONDITIONS OF ENQUIRY are to be read and complied along with GISTC (Indian Bidders as applicable). A signed & stamped copy of these documents as a token of acceptance is to be submitted along with the offer. In the event of contradiction of terms and conditions mentioned, the order of preference shall be INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry).

Deviations (if any) are to be listed separately in deviation sheet. Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.

PART-I (Techno-Commercial bid with PQR) will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of bidders who may like to attend. Incomplete offers are liable to be rejected. All correspondence thereof, shall be addressed to the following persons:

Mr. C. L. Meena
Designation: Manager (PPX-BOI)
4th Floor, Main Administrative Building
HEEP, BHEL Hardwar- 249403
Uttarakhand, India
Email ID: clmeena@bhel.in
Tel: +91 1334 28 1753

Mr. Manoj Kumar
Designation: Sr. Manager(PPX-BOI)
4th Floor, Main Administrative Building
HEEP, BHEL Hardwar- 249403
Uttarakhand, India
Email ID: manojy@bhel.in
Tel: +91 1334 28 5773

Buyers Specific Terms & Conditions**Item Name: Fire Resistance Fluid****Project: Tuticorin****A. SCOPE OF ENQUIRY:**

E-bids on GeM are invited from bidders for the supply of Fire Resistance Fluid (TRIXYLENYL PHOSPHATE (TXP) CAS NUMBER 25155-23-1 for Tuticorin as per requirement mentioned below:

Sl. No.	Project	Material Code & Item Description	Total Quantity	LOT Quantity	Delivery Requirement
1	Tuticorin Project	Material Code W90311938035 Fire Resistance Fluid (TRIXYLENYL PHOSPHATE (TXP) CAS NUMBER 25155-23-1) SPEC: ST22007 REV: 06	38783 Kg	38783 Kg (162 Drums))	28/02/2023

Buyers Specific Terms & Conditions**Item Name: Fire Resistance Fluid****Projects: Tuticorin**

Please note that this tender enquiry has been issued through BHEL's e-procurement portal developed by NIC (<https://eprocurebhel.co.in/>), hence PAPER BID or BID THROUGH e-mail SHALL NOT BE ENTERTAINED FOR THIS TENDER. Please upload your e-bid in BHEL's e-procurement portal developed by NIC (<https://eprocurebhel.co.in/>).

General Instructions and Standard Terms & Conditions (GISTC), Revision: 6" for bidding against tender enquiry are a part of this enquiry and are enclosed. An endorsed copy of the same is to be submitted as a token of acceptance.

Sl. No.	Terms	Description	Bidder's Confirmation
1.	Special Instructions	Please note that Procurement of Fire Resistance Fluid of the enquiry would be made from the same vendor.	
2.	Special Instruction	This is global tender and bidders (local/non-local) are allowed to participate in this tender. However preference to class-1 local suppliers shall be given as per applicable guideline of PPP-MII order.	
3.	Submission of Offer	The offer/bid shall be signed and stamped on each page by authorized representative of the bidder.	
4.	Special Term	Techno-commercial terms as confirmed above in Annexure-A shall supersede the similar terms & conditions found contradictory written elsewhere in the offer. Kindly confirm the same.	
5.	Documents Checklist:	Kindly confirm that the following documents have been submitted along with your offer: <ol style="list-style-type: none"> 1. Requisite EMD 2. Pre-Qualification Requirements (as defined in Annexure-1). Any other document as specified in " Buyers Specific Additional Terms & Conditions in addition to GTC "	
6.	Confirmation to general instructions and standard terms & conditions	Please submit signed and stamped copy of your offer on each page along with following documents; <ul style="list-style-type: none"> • General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC enclosed) for Indian bidder. • Instruction to bidders • Buyers Specific Terms & Conditions -Annexure-A • PQR & its supportive document. • Technical drawing & purchase specification. • Certificate/self-certification for minimum local content as per PPP-MII order. Replica of price bid schedule/BOQ without prices with part-I offer.	
7.	Pre-Qualification Requirements	The Pre-Qualification Requirements have been compiled and placed at ANNEXURE-1 . 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.	
8.	Special Instruction of	1. Quantity of FRF has been updated corresponding to nearest whole number of drums considering supply of FRF 239.4 Kg per drum.	

	Technical requirement	<p>2. Drums of FRF should be supplied on wooden pallets to avoid damage of drums during transit. Drums used for packing of FRF should have adequate strength for safe transportation and storage of FRF. Confirmation for the same to be furnished by the vendors in their offer.</p> <p>3. Please submit priced offer of FRF as per tender enquiry unit i.e. "rate Per KG".</p> <p>4. Please provide the quantity of Fire Resistant Fluid (FRF) filled in one drum in Kg.</p> <p>5. Please provide the conversion factor for converting quantity from liters to Kg.</p> <p>6. Please quote your valuable offer as per BHEL specifications –ST22007 Rev. 06.</p> <p>7. Please specifically confirm to comply all the requirements as mentioned in ST22007 Rev. 06</p> <p>8. Kindly ensure to furnish all relevant technical /quality documents to meet the requirement.</p> <p>9. Please submit storage & preservation manual applicable for Control Fluid along with your enquiry taking care of : Material storage condition (open area or closed shed or semi-closed shed), stacking of drum etc.</p> <p>10. Only TRIXYLENYL PHOSPHATE (TXP), CAS NUMBER 25155-23-1 TYPE Fire Resistant Fluid as per ST 22007 Rev .06 is acceptable. All the vendors to offer TRIXYLENYL PHOSPHATE (TXP), CAS NUMBER 25155-23-1 TYPE FRF ONLY.</p>	
9.	Packing Details	<p>Please inform following packing details:</p> <ol style="list-style-type: none"> 1. Size of Drum: [OD X Height] 2. Net weight of each Drum (i.e. FRF in each drum in Kg): <p>Gross weight of each Drum:</p>	
10.	Basis of quotation	<p>For Indian Bidders: Please quote your prices on FOR destination basis. Prices are necessarily to be quoted on FOR destination based i.e up to Tuticorin project. Price to be quoted in prescribed (enclosed)BOQ format only.</p> <p>For Foreign Bidders: Please quote your prices on CFR Mumbai sea port basis. Prices are necessarily to be quote on CFR Mumbai sea port based and the same shall be quoted through BOQ i.e in prescribed format of price schedule through NIC portal.</p> <p>Please mention here the applicable GST rate quoted by you.</p> <p>The goods must be dispatched through any BHEL approved transporters which are posted at our website https://hwr.bhel.com . Please note that if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) / Receipted GR from "BHEL Site"/ "BHEL Authorized Agency" (confirming receipt of item at delivery address as mentioned above). No demurrage charges would be borne by BHEL.</p> <p>Kindly confirm that the prices have been quoted on firm basis. The offer of the vendors not quoting firm prices is likely to be rejected by BHEL.</p> <p>Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.</p> <p>The price comparison will be on the basis of total cost involved for delivery up to Project Sites. Offers shall be loaded (if required) for applicable duties/taxes and other charges involved for delivery up to Site as per BHEL practice/ statutory rates. The evaluation currency for this Tender shall be</p>	

		"INR".	
11.	Validity	Confirm that validity of the offer shall be 180 days from the due date of opening of Techno-Comml. Offers. BHEL reserves the right to reject any or all quotations, quoting validity less than 180 days.	
12.	Quoted Currency	Please confirm the currency of offer as quoted.	
13.	Evaluation criteria	Evaluation shall be done on total landed cost to BHEL project site including material cost, , packing , forwarding , freight , taxes etc. Prices shall be quoted strictly as per BOQ only. Please note that for evaluation prices will be considered on "per KG" basis. Vendor shall have to quote prices on "Per KG" basis. Please confirm.	
14.	Applicable taxes & duties:	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.	
15.	Confirmation to General Instructions and Standard Terms & Conditions (GISTC), Version June-2021, Revision :06	Please submit signed and stamped copy of General Instructions and Standard Terms & Conditions (enclosed) as your acceptance to these terms and conditions. Deviation to "General Instructions and Standard Terms & Conditions, Revision 6", if any, shall be submitted along with offer in separate documents. Please note that in case no- deviation sheet of "General Instructions and Standard Terms & Conditions, Revision : 6", is received along with offer, it will be presumed that all terms and conditions mentioned in "General Instructions and Standard Terms & Conditions, Revision : 6", shall be acceptable to you and your offer will be processed accordingly.	
16.	MDCC clause	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.	
17.	Insurance	Please note that transit insurance of materials shall be in BHEL scope only. Please quote your offer accordingly.	
18.	Quality Requirements	Testing and Certification as per ordering specifications. Please confirm.	
19.	Guarantee	Kindly confirm that Guarantee for the supplied FRF against all manufacturing defects for a period of " 24 months from the date of shipment of FRF ". In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL. Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.	

20.	Delivery Period	Bidders are requested to quote their best possible delivery period in terms of months/weeks from date of PO/manufacturing clearance/ documents approval.		
	Project name	Project Quantity	Possible delivery in number of weeks/months From the date of Purchase Order/documents approval/BOM approval.	
	Tuticorin	38783 Kg		
21.	Penalty / LD Clause :	Penalty for Late Delivery would be applicable @0.5% of the "lot wise order value" per week of delay or part thereof subject to a maximum of @10% of the "lot wise order value".		
		Date of Bill of lading/LR (as applicable) shall be considered as actual date of delivery. Please confirm your acceptance.		
		Loading for deviation in penalty for LD clause: - Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty as per BHEL rules/policy. Loading will be done to the extent by which penalty clause is not agreed.		
22.	Payment Terms	Payment terms: 100% payment shall be made after receipt of material at projects site. Receipted LR from BHEL to be submitted by vendor.		
		Mode of Payment: The payment may be claimed by submitting receipted GR along with bill thru bank or directly to BHEL by submitting receipted GR & billing documents. 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.		
		Loading for Deviation in Payment terms: In case of deviation in above mentioned payment term, your offer would be evaluated with loading as per BHEL rules/policy.		
23.	Arbitration, Risk Purchase & FORCE AJEURE	Kindly confirm Arbitration, Risk Purchase & Force Majeure shall be applicable as per GISTC (copy enclosed).		
24.	Quantity Variation	BHEL reserves the right to cancel tender or reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity. Vendor has to take dispatch clearance from BHEL before starting supplies of item. In case ordered quantity is reduced, then payment shall be made accordingly as per decreased quantity. Kindly confirm.		
25.	Deficiencies and Defective Supplies	Should, any deficiencies be established / suppliers be proved (found) defective, the same shall have to be made good / replaced by the suppliers under "Free of Charge" invoice, at suppliers cost, risk and responsibility.		
26.	General terms	Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.		
		Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are		

		liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
		Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
		All envelopes to be marked with whether “Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid” (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
		Please note that in unlikely event of delay in dispatches (for reasons attributed to either side) your invoices would be processed after suitable deduction as per PO clause. Any issue/ dispute regarding deduction of penalty for LD can be settled later on. This would help in earlier processing of invoice.	
27.	Right of Acceptance:	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof.	
28.	Order Acceptance:	In case of ordering, Ink signed order acceptance shall be furnished within 15 days of receipt of purchase order. In case, order acceptance is not received within 15 days of order placement, PO will be assumed to be deemed accepted by vendor.	
29.	Details of Contact Person	Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	
30.	Action against Bidders / vendor / supplier / contractor in case of default	<p>In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / 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, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors”</p>	
31.	Reverse Auction	<p>Please confirm your participation in Reverse Auction as per guidelines as available on BHEL portal for this tender. “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender.” RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. The detailed guidelines and process of RA are available on our website linked as -</p> <p>http://www.bhel.com/index.php/vender</p>	

32.	Integrity Pact	<p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1" data-bbox="472 283 1333 468"> <thead> <tr> <th>SI</th> <th>IEM</th> <th>mail</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Shri Otem Dai, IAS (Retd.)</td> <td>m1@bhel.in</td> </tr> <tr> <td>2.</td> <td>Shri Bishwamitra Pandey, IRAS (Retd.)</td> <td>m2@bhel.in</td> </tr> <tr> <td>3.</td> <td>Shri Mukesh Mittal, IRS (Retd.)</td> <td>m3@bhel.in</td> </tr> </tbody> </table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p> <p><i>Note: No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such Clarifications/issues shall be addressed directly to the tender issuing (procurement) department's officials whose details are mentioned below:</i></p> <p>a) Mithlesh Kumar Maurya, Addl. Engineer (PPX-BOI) Email: mithleshkumar.maurya@bhel.in</p> <p>b) Mr. Manoj Yadav, Manager (PPX-BOI) Email: manojy@bhel.in Ph: +91-1334-285773 Address: 4th Floor, Main Administrative Building, HEEP, BHEL, Haridwar- 249403, Uttarakhand, India</p>	SI	IEM	mail	1.	Shri Otem Dai, IAS (Retd.)	m1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	m2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	m3@bhel.in	
SI	IEM	mail													
1.	Shri Otem Dai, IAS (Retd.)	m1@bhel.in													
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	m2@bhel.in													
3.	Shri Mukesh Mittal, IRS (Retd.)	m3@bhel.in													
33.	Public Procurement (Preference to Make in India)	<p>This is global open tender enquiry. i.e. all suppliers are eligible to bid allowed to participate. However, purchase preference to class-1 local supplier over class2 supplier & non local supplier shall be applicable as per PPP-MII Order No. P-45021/ 2/ 2017-PP (BE-II) dtd. 04/06/2020 of Govt of India.</p> <p>Self-certification of local content would be required from vendor to submit through "Make in India" certificate (enclosed with the tender document).</p>													

EARNEST MONEY DEPOSIT (EMD)

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

Details	Amount In INR	Amount in Foreign Currency	Type
EMD	INR 2,00,000/- (INR two Lakh)	Foreign currency equivalent to INR 2,00,000/-	Refundable

1.2 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**". In case of foreign bidders, e-payment is also acceptable. For e-payment, 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: SBININBB225 CC ACCOUNT NO: 10667995458 IFSC CODE: SBIN0000586	Name: Sh. Sudhir Sharma Design: Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512
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1.3 The suppliers who are already registered in PMD (product Material Directory) of BHEL, HEEP Haridwar for supply of this item are exempted from submission of EMD.

SPECIAL NOTE FOR BIDDERS:

Following documents are an integral part of this tender enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be uploaded along with offer on e-procurement portal.

1. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of "Buyers Specific Terms & Conditions (Annexure-A)" and its clause wise supporting documents where required.
2. Please submit signed & stamped copy (each page) of PQR documents (Annexure-1) with proper filled information and related supporting documents as mentioned in PQR.
3. EMD and proof of submitting EMD/exemption proof as applicable in line with GISTC.
4. Bidders to note that quantity required for specific project is to be procured from same vendor and where project is having more than one unit then FRF for all units of that project is to be procured from same vendor.
5. Signed & Stamped copy (each page) of GISTC (Version June- 2021, Rev. 06).
6. Any other document required to be submitted as per your offer.
7. Catalog / Leaflet of the Equipment / Instrument.

Pre-Qualification Requirements for "Fire Resistant Fluid"

Sl. No.	Pre-qualification requirements	Vendor's Response
1	The vendor should have experience of manufacturing, testing & supply of Fire Resistant Fluid (FRF) i.e. Trixylenyl Phosphate (TXP) having CAS No.-25155-23-1 designated as ISO-L-HFDR according to ISO 6743-4). The vendor to confirm and inform the details of offered FRF. The OEM's authorized supplier in India is also acceptable provided having authorization letter from OEM.	
2	Offered FRF should have been used as pressure transmitting medium in steam turbine governing system to operate electro hydraulic actuators of steam valves. The vendor to confirm.	
3	Physical & chemical properties of offered FRF shall be as per Annexure-1 (In line with Table A of Clause No.2.12 of ST22007). The vendor to confirm & furnish the product data sheet complying Annexure-1.	
4	Offered grade of FRF should be approved grade of Siemens, Germany or from any other OEM of steam turbine rating of 250 MW or above (like G.E, Toshiba and MHI etc.). The vendor to furnish the OEM approval, if OEM is other than Siemens, Germany.	
5	Offered FRF (complying Sl. No.-1, 2, 3 & 4) should be in successful operation at least at two steam turbine units having name plate rating 250 MW or above for a period of minimum one year as on date of issuance of enquiry. The vendor to confirm & furnish the following details: i) Name of Supplier ii) Brand name of FRF iii) Purchase Order No. & Date iv) Customer name and it's address v) Name of the power station and it's Location vi) Name plate rating of steam turbine unit in MW vii) Name, designation, e-mail ID & Phone No. of the responsible person in customer's organization viii) Quantity of supplied FRF ix) Years of successful operation as on date of issuance of enquiry	
6	Vendor to furnish the following documents for our review for executed purchase orders against Sl. No.-5. a- Copy of Unpriced Purchase Orders b- Test certificate of supplied FRF for any one of the submitted P.O. c- Customer/End user certificate for min. one year of satisfactory operation of product for any one of the submitted P.O. Customer/End user certificate should not be issued prior to last 07 years from the date of issuance of enquiry and contain the following details: i) Name of supplier ii) Brand name of FRF iii) Purchase order No. iv) Name of power plant & name plate rating of steam Turbine unit (in MW) v) Application in which FRF is in use vi) Performance status of FRF vii) Date from which FRF is in use viii) Date of issuance of certificate For vendors who have supplied FRF to BHEL, Haridwar complying Sl. No.-5 may inform P.O. nos. only.	

Signature of authorized signatory.....

Note:-

1. Against vendor's replies, BHEL reserves the right to ask for more information/documents/clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document/information/clarifications as mentioned above or vendor doesn't meet the above acceptance criteria (mentioned above from Sl. No.-1 to 6).

Dy. Manager (STE-TG) ^{Sushant}
(Sushant Koiriyal) 19/11/2022

Sr. Manager (STE-TG) ^{Vikas}
(Vikas Mathotra) 19/11/2022

AGM (STE-TM & TG) ^{Maneesh}
(Maneesh Batrani) 21/11/2022

AGM (STE-HOD) ^{Harsh}
(Harsh) 21/11/2022

^{P.D. RAHUL}
Manager (CPL) 22/11/22
(P.D. RAHUL)

7





Annexure-1

A. For TXP FRF (CAS No. -25155-23-1):

Sl. No.	Properties	BHEL Spec. requirement (Numerical Value)	Test Method	
			DIN/ISO	ASTM
1	Kinematic viscosity at 40°C (ISO VG 46)	41.4-50.6 mm ² /s	DIN 51 562-1	D445
2	Air release at 50°C	≤ 6 minute	DIN ISO 9120	D3427
3	Neutralisation number	≤ 0.1 mg KOH/g	ISO 6619	D974
4	Water content	≤ 1000 mg/Kg	DIN EN ISO 12937	D1744
5	Foaming at 24°C Tendency Stability	≤ 100 ml ≤ 450 sec	ISO 6247 (Seq.- 1)	D892 (Seq.- 1)
6	Water Separability	≤ 300 sec	DIN 51 589-1
7	Demulsification	≤ 20 minute	DIN ISO 6614	D1401
8	Density at 15°C	≤ 1250 Kg/m ³	DIN 51757	D1298
9	Flash point (Cleveland open cup)	>235° C	ISO 2592	D92
10	Ignition temperature	>550° C	DIN 51794
11	Manifold ignition test	≥ 700° C	ISO 20823
12	Wick flame persistence time	≤ 10 sec	ISO 14935
13	Pour point	≤ -18° C	ISO 3016	D97
14	Particle distribution	≤18/15/12	ISO 4406
15	Chlorine content	≤ 50 mg/Kg	ISO 15597
16	Oxidation stability	≤ 2.0 mg KOH/g	DIN EN 14832
17	Hydrolytic stability, Change of neutralization number	≤ 2.0 mg KOH/g	DIN EN 14833

Signature of authorized signatory.....

Suehel
19/11/2022
(Suehel Kothiyal)

दिनांक एवं समय SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		ST22007 पृष्ठ 8 का 3 Page 3 Of 8	
SUPERSEDES INVENTORY NO. भारती-सूची संख्या अंशद्वारा संख्या	<p>2.4 VISCOSITY GROUP: The FRF shall be of viscosity group ISO VG46.</p> <p>2.5 LIFE TIME: Under the mentioned conditions and with regular regeneration, the FRF must provide a minimum life time of 25000 operating hours without any significant change in its properties. The maximum permissible limit of alteration in parameters during its working life are indicated under clause 2.13.</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>2.6 SHEAR STABILITY: The FRF must be shear-stable. It should not contain viscosity index (VI) improver.</p> <p>2.7 FIRE RESISTANCE: The FRF leaking from the system must not ignite or burn in contact with hot surface (up to 550°C).</p> <p>2.8 THERMAL STABILITY: The FRF must be capable for withstanding a continuous temperatures of 75°C without Physical or chemical degradation.</p> <p>2.9 COMPATIBILITY WITH ANOTHER BRAND OF FRF: The FRF must be miscible with trace (Max. 3% by volume) of FRF of another brand. There should be no deterioration of the FRF in the presence of such trace quantities.</p>				
स्वाधिकार एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत हेवी इलेक्ट्रिकल लिमिटेड की संपत्ति है। इसका प्रयोग एवं प्रसारण अन्य किसी भी व्यक्ति के बिना या किसी भी संस्था के बिना या किसी भी व्यक्ति के बिना नहीं किया जा सकता।	<p>2.10 COMPATIBILITY WITH PACKING MATERIAL: The FRF must be compatible with the following packing materials used in the system: Fluorocarbon rubber (FKM), Butyl rubber (IIR), Polytetrafluoroethylene (PTFE), Polyethylene (PE), Polyamide (PA), Di-isocyanate adhesive, Polyurethane/polyester. The FRF should not have a negative influence on its air-separation capability in the presence of above packing materials.</p> <p>2.11 PHYSIOLOGICAL CONSIDERATIONS: The FRF must not cause a safety or health hazard to the persons working with it provided that normal good industrial hygiene practices are followed.</p>				
दिनांक एवं समय SIGN & DATE 	10/03/21				
भारती-सूची संख्या INVENTORY NO. P-5573	REV. NO.06		निर्माणकर्ता WORKED BY DINESH KUMAR		14/02/2021
			जांचकर्ता CHECKED BY VIKAS MALHOTRA		14/02/2021

SUPERSEDES INVENTORY NO
 मासिकी सूची संख्या को
अतिरिक्तित्व करता है

2.12 PHYSICAL AND CHEMICAL PROPERTIES:
A. FOR TXP FRF (CAS NO.-25155-23-1).

PROPERTY	NUMERICAL VALUE	UNIT	TEST METHOD	
			DIN/ISO	ASTM
Kinematic viscosity at 40°C (ISO VG 46)	41.4 – 50.6	mm ² /s	DIN 51 562-1	D445
Air release at 50°C	≤ 6	minutes	DIN ISO 9120	D3427
Neutralisation number	≤ 0.1	mg KOH/g	ISO 6619	D 974
Water content	≤ 1000	mg/kg	DIN EN ISO 12937	D1744
Foaming at 24°C Tendency Stability	≤ 100 ≤ 450	ml sec	ISO 6247 (Seq.- 1)	D 892 (Seq.- 1)
Water Separability	≤ 300	sec	DIN 51 589-1	-
Demulsification	≤ 20	minutes	DIN ISO 6614	D 1401
Density at 15°C	≤ 1250	Kg/m ³	DIN 51 757	D 1298
Flash point (Cleveland open cup)	> 235	°C	ISO 2592	D 92
Ignition temperature	>550	°C	DIN 51 794	-
Wick flame persistence time	≤ 10	sec	ISO 14935	-
Manifold Ignition test	≥700	°C	ISO20823	-
Pour point	≤ -18	°C	ISO 3016	D 97
Particle distribution*	≤18/15/12	Code	ISO 4406	-
Chlorine content	≤ 50	mg/kg	ISO 15597	-
Oxidation stability	≤ 2.0	mg KOH/g	DIN EN 14832	-
Hydrolytic stability Change of neutralization number	≤ 2.0	mg KOH/g	DIN EN 14833	-

*The cleanliness level refers to the oil condition on delivery. The required system cleanliness is dependent upon the system design. Suitable measures (e.g. filtration, separation) have to be taken to achieve this cleanliness level.

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स्वलाधिकार एवं गोपनीय
 इस दस्तावेज में दी गई जानकारी का प्रयोग केवल इलेक्ट्रिकल लिमिटेड की संपत्ति है। इस जानकारी को बिना अनुमति के किसी भी तृतीय पक्ष को प्रकट करने से बचना चाहिए।

दिनांक प्रमाण
SIGN & DATE
 10/03/21

NOTE: THE INFRARED (IR) SPECTRA OF FRF SHALL MATCH WITH THE IR SPECTRA GIVEN AT PAGE-8.

मासिकी सूची संख्या INVENTORY NO P-5573	REV. NO.06		निर्माणकर्ता WORKED BY DINESH KUMAR	<i>Dinesh Kumar</i>	14/02/2021
			जांचकर्ता CHECKED BY VIKAS MALHOTRA	<i>Vikas</i>	14/02/2021

नमूने की सूची संख्या एवं
 अभिलेखिक संख्या है

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स्वत्वाधिकार एवं गोपनीय
 इस दस्तावेज में दी गई सूचना भारत भारती एलेक्ट्रिकल लिमिटेड की संपत्ति है। इसका प्रयोग अन्य उद्देश्य के लिए या इस दस्तावेज के बिना किसी भी प्रकार से प्रकाशित करना या किसी भी प्रकार से प्रसारित करना, बिना अनुमति के ग्राहक को नुकसान पहुंचा सकता है।






दिनांक एवं हस्ताक्षर
 SIGN & DATE
 10/03/21

B. FOR TXP FREE FRF (CAS NO.-68937-40-6);

PROPERTY	NUMERICAL VALUE	UNIT	TEST METHOD	
			DIN/ISO/EN	ASTM
Kinematic viscosity at 40°C (ISO VG 46)	41.4 – 50.6	mm ² /s	DIN 51562-1/ ISO 3104	ASTM D445
Density at 15°C	≤ 1200	Kg/m ³	DIN 51757	ASTM D1298
Total acid number (Neutralisation number)	≤ 0.1	mg KOH/g	DIN ISO 6618 ISO 6618	ASTM D974
Water content	≤ 1.0	g/kg	DIN 51777-1 ISO 12937	ASTM D1744/ ASTM D6304
Pour point	≤ -15	°C	DIN ISO 3016 ISO 3016	ASTM D97
Manifold ignition test	≥ 700	°C	DIN ISO 20823 ISO 20823	-
Wick flame persistence	≤ 10	s	DIN EN ISO 14935 ISO 14935	-
Fire point	≥ 300	°C	ISO 2592	ASTM D92
Foaming at 24°C	≤ 150/0	ml/ml	ISO 6247 (Seq.- 1)	ASTM D892 (Seq.- 1)
Air release value at 50°C	≤ 6	minutes	DIN ISO 9120 ISO 9120	ASTM D3427
Water Separability	≤ 300	sec	DIN 51589-1	-
Demulsibility	≤ 15	minutes	DIN ISO 6614 ISO 6614	ASTM D1401
Cleanliness level*	≤18/15/12	-	ISO 4406	-
Hydrolytic stability: Increase in acid number	≤ 0.5	mg KOH/g	DIN EN 14833 EN 14833	-

*The cleanliness level refers to the fluid condition on delivery. The required system cleanliness is dependent upon the system design. Suitable measures (e.g. filtration, separation) have to be taken to guarantee this cleanliness level.

नमूने की सूची संख्या INVENTORY NO. P-5573	REV. NO.06		निर्माणकर्ता WORKED BY DINESH KUMAR <i>Dinesh Kumar</i>	जांचकर्ता CHECKED BY VIKAS MALHOTRA <i>Vikas</i>	14/02/2021 14/02/2021
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Sign & Date SIGN & DATE 		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		ST22007	
				पृष्ठ 8 का 7 Page 7 Of 8	
SUPERSEDES INVENTORY NO. भारतीय मशीन में अधिनिर्देश संख्या	<p>5.0 TEST CERTIFICATES/DOCUMENTS TO BE SUBMITTED WITH SUPPLIES:</p> <p>10 nos. of hard copies and 3 nos. of soft copies of the following documents shall be furnished by the supplier along with each supply. The customer's and project's name shall be indicated on each document as prescribed by the purchaser.</p> <p>a) The test certificates as per clause 4.1 and the compliance certificate to the effect that the product supplied is natural trixylenyl phosphate ester (TXP, CAS No.25155-23-1) OR organic phosphate esters with the organic constituents consisting entirely of aryl or substituted aryl groups (TXP-Free, CAS No.68937-40-6) and properties as per clause 2.12.</p> <p>b) The supplier shall furnish material safety data sheet (MSDS) covering all information relating to human safety and environmental impacts of the hazardous materials particularly during its transportation, storage, handling and disposal.</p> <p>c) Marking of containers: The FRF must be delivered in cleaned containers. The following information are to be clearly indicated on each container:</p> <p>(i) Product name, manufacturer/ supplier, filling date, batch number, Net weight, Gross weight, Expiry date.</p> <p>(ii) Corresponding symbol and minimum worded cautionary notice for flammable/corrosive/toxic/harmful/irritant and oxidising etc. as applicable.</p> <p>6.0 SPECIAL AGREEMENTS:</p> <p>Special agreements concerning variations from the requirements of this specification need authorisation by the purchaser. These must be settled through letter.</p> <p>7.0 FILLING OF THE SYSTEM BY THE SUPPLIER:</p> <p>7.1 Before filling the system a 02 liter sample shall be taken and sent to the laboratory for analysis. In the case of more than one batch, the supplier will blend a 02 liter sample from those batches. The proportions of the blend should reflect the final mixture that will result from filling the various batches into the hydraulic control system. Permission for filling will be given by the owner/purchaser after review of test results of the sample.</p> <p>7.2 Filling of the system shall be made by the supplier at his own risk and expense.</p> <p>7.3 The filling is to be made through a filter unit having a mesh of 5 micron. The tools Used for filling the system must not affect the quality of FRF.</p> <p>8.0 SAFETY MEASURES:</p> <p>The safety precautions which are to be observed by the personnel dealing with FRF, shall be clearly demonstrated/informed to the purchaser by the FRF supplier in the form of specific safety instructions.</p> <p>9.0 CROSS REFERRED STANDARDS:</p> <p>DIN 51562-1; DIN ISO 9120; ISO 9120; ISO 6619; DIN EN ISO 12937; ISO 6247 (Seq.-1); DIN 51589-1; DIN ISO 6614; ISO 6614; DIN 51757; ISO 2592; DIN 51794; ISO 14935; DIN EN ISO; 14935; DIN ISO 20823, ISO 20823; ISO 3016; ISO 4406; ISO 15597; DIN EN 14832; DIN EN 14833; EN 14833; ASTM D 445; ASTM D 3427; ASTM D 974; ASTM D 1744; ASTM D6304; ASTM D 892 (Seq.1); ASTM D 1401; ASTM D 1298; ASTM D 92; ASTM D97; ISO3104; DIN ISO 6618; ISO6618; DIN 51777-1; ISO 12937; DIN ISO 3016; ISO 3016.</p>				
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स्वत्वधिकार एवं गोपनीय इस दस्तावेज में दी गई जानकारी भारत भारी उपकरण लिमिटेड की संपत्ति है, इसका प्रसारण एवं उपयोग के बिना किसी भी प्रकार से कर्मचारी के बिना से अनुमति के बिना नहीं किया जा सकता।					
Sign & Date SIGN & DATE 					
भारतीय मशीन में INVENTORY NO. P-5573	REV. NO.06		निर्माणकर्ता WORKED BY DINESH KUMAR		14/02/2021
			जांचकर्ता CHECKED BY VIKAS MALHOTRA		14/02/2021

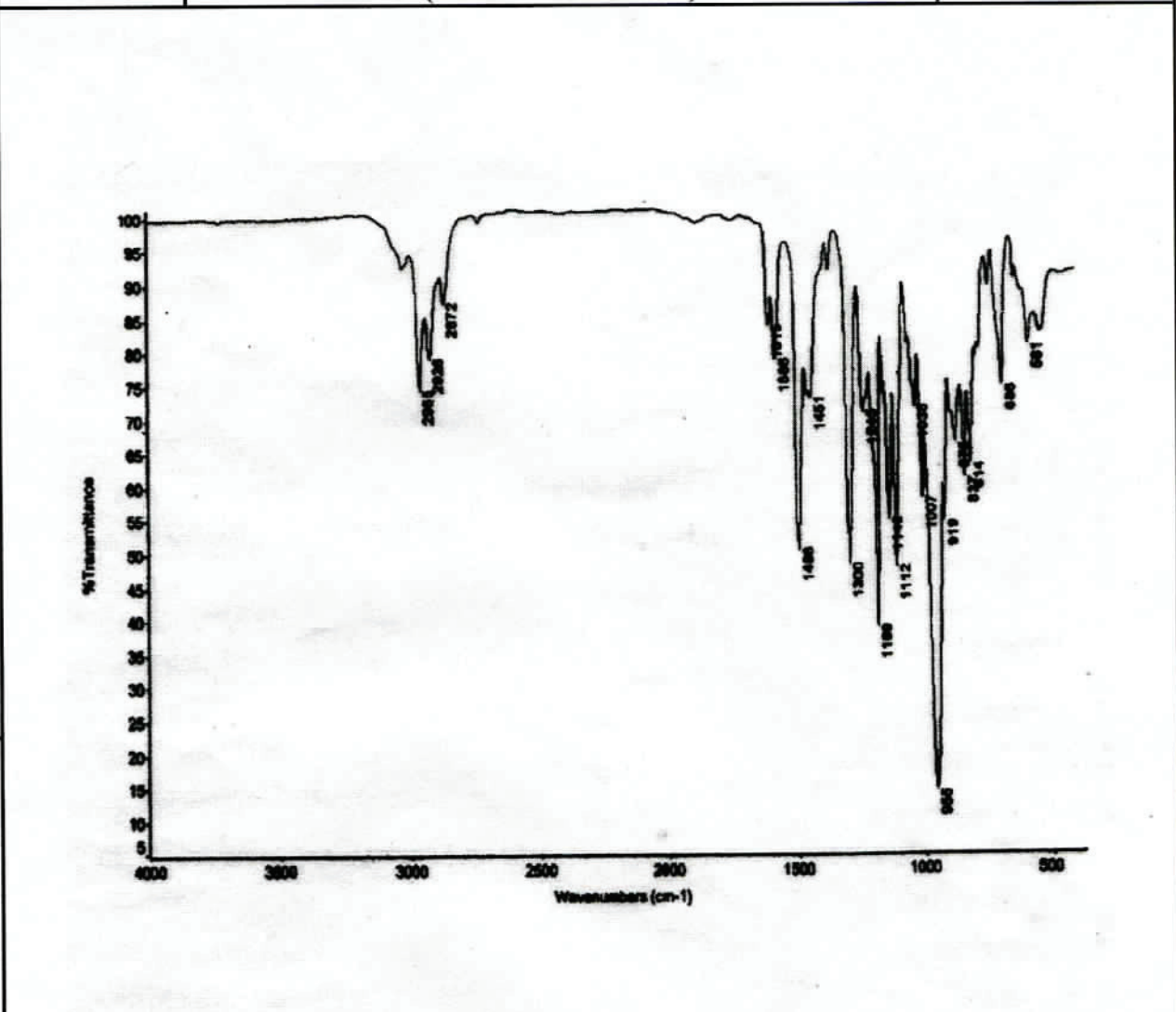
भारतीय सूची संख्या
 भारतीय संस्था में

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SIGNATURE
 SIGN & DATE
[Signature] 10/03/21

भारतीय सूची संख्या
 INVENTORY NO.
P-5573



Infrared spectra of FRF (Trixylenyl phosphate)

REV. NO.06		निर्माणकर्ता WORKED BY	DINESH KUMAR <i>[Signature]</i>	14/02/2021
		जांचकर्ता CHECKED BY	VIKAS MALHOTRA <i>[Signature]</i>	14/02/2021



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)

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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.

- a) 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.
- b) An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- a) 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.**

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

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



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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

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, L2Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION.

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

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

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

8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.



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9. 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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BHARAT HEAVY ELECTRICALS LIMITED

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

11. TAXES & DUTIES.

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

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

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



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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. 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:

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

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



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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.

- 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



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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.



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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, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

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



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- C) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- D) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- E) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- F) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- G) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion 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 outrightly. 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) 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 and 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.	No Loading
Against Delivery at BHEL-Stores Haridwar.	45
Against documents through bank (CAD):	45
Letter of Credit (LC)	120
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days difference i.e difference between 120 days and usance period if the usance period is < 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. 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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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.

JURISDICTION: 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%.

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)
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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

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



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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."

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



BHARAT HEAVY ELECTRICALS LIMITED

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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.

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

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitor(s)

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

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

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

For & On behalf of the Principal

For & On behalf of the Bidder/

Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness:_____

Witness:_____

(Name & Address) _____

(Name & Address) _____

Format for Self Certification under preference to Make in India order

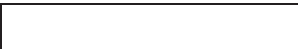
Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content _____ **%(Percentage)** as defined in above orders, for the items _____ covered against Enquiry No. - _____

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

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

Seal and Signature of Supplier



Certificate by Chartered Accountant on letter head

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

Category :.....(Micro/Small). (Copy enclosed).

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and
building and the items specified by the Ministry of Small Scale Industries vide its notification No.
S.O.1722 (E) dated October 5, 2006:

Rs.....Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture,
fittings and other items not directly related to the service rendered or as may be notified under the MSMED
act, 2006:

Rs.....Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

List of Consortium Banks * (wef 22.03.2016)

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