

SL	MATERIAL CODE	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
ITEM DESCRIPTION					

THIS FURTHER REQUIRES INCLUSION OF IRN AND QR CODE ON TAX INVOICE AS ANNOUNCED BY GOVT. OF INDIA W.E.F. 01.04.2021.

=> THE TENDER SHALL BE SUBMITTED IN TWO PART (PART-I: TECHNO-COMMERCIAL BID & COMPLIANCE OF PQR, FCA, & OTHER RESPECTIVE DOCUMENTS) AND (PART-II PRICE BID). PRICE BID (PART-II) TO BE KEPT IN SEPARATE ENVELOPE / COVER AS PER NIC TENDER. PART-I SHALL BE OPENED ON THE DUE DATE SPECIFIED IN TENDER. PART-II (PRICE BID) (OF PQR QUALIFIED BIDDERS ONLY) SHALL BE OPENED AT A LATER DATE.

=> BHEL GISTC (for Indian & Foreign vendors) IS APPLICABLE IN THIS CASE. IN CASE OF ANY DEVIATION FROM GISTC, PLEASE CLEARLY MENTION IN YOUR OFFER. BHEL RESERVE THE RIGHT NON-CONSIDER OF OFFER IN CASE OF DEVIATION FROM GISTC.

=> THE EVALUATION CURRENCY FOR THIS TENDER SHALL BE INR.

=> VENDOR MUST REMIT THE TENDER FEE OF RS. 2,000/- FOR AVAILING HARD COPY OF TENDER DOCUMENTS (IF REQUIRED). RELEVANT SPECIFICATIONS & DRAWINGS OF THE ITEMS WILL BE MADE AVAILABLE TO UNREGISTERED VENDORS ONLY AGAINST COPY OF FCA (ATTACHED).

=>ONLY THOSE VENDORS WHO FULFILL THE MINIMUM /PRE QUALIFYING REQUIREMENTS ENCLOSED WITH BID, WILL BE CONSIDERED FOR FURTHER TECHNICAL EVALUATION. KINDLY SUBMIT PQR CLAUSE WISE DOCUMENTS.

=>DEVIATION WITH REFERENCE TO SPECIFICATION/DRAWING, IF ANY, SHOULD BE CLEARLY INDICATED ON A SEPARATE SHEET.

=>REVISION OF RATES IS NOT ACCEPTABLE UNLESS ASKED BY BHEL DUE TO MAJOR HANGE IN DRAWING / SPECIFICATION / TENDER QUANTITY.

=> LD CLAUSE: PENALTY FOR LATE DELIVERIES SHAL BE APPLICABLE @0.5% PER WEEK OR PART THEREOF ON THE VALUE OF RESPECTIVE DELAYED SUPPLIES SUBJECT TO 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 & DUTIES.

No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc for the items offered but not manufactured by themselves.

For Any query regarding tender please contact following personals :
Advait Prakash , e-mail - advait@bhel.in, Contact no. - 01334285023
Monu Verma, e-mail - monu@bhel.in, Contact no. - 01334284080

=> Quality Requirements :

FOR ITEM NO. 1 (BP9033005158) [RTD]:

INSPECTION BY BHEL/BHEL NOMINATED INSPECTION AGNECY AS PER BHEL SQP NO.

"QA/BE/QP/908, REV 07" PLEASE SUBMIT ENDORSED COPY OF WITH OFFER.

SL	MATERIAL CODE	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
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ITEM DESCRIPTION

FOR ITEM NO. 2 (W96414200115) -18 NOS [THERMOCOUPLE]:
INSPECTION BY BHEL/BHEL NOMINATED INSPECTION AGNECY AS PER BHEL SQP NO.
"QA/BE/QP/903, REV 09" IS REQUIRED. PLEASE SUBMIT ENDORSED COPY OF QP WITH OFFER

FOR ITEM NO. 2 (W96414200115) -2 NOS. [THERMOCOUPLE FOR BHUSAWAL PROJECT]:
INSPECTION BY BHEL/BHEL NOMINATED INSPECTION AGNECY AS PER BHUSAWAL CUSTOMER
APPROVED QUALITY PLAN NO. "QA/BE/QP/903/Bhusawal Rev 02" IS REQUIRED. PLEASE
ENDORSED COPY OF THE SAME ALONGWITH OFFER.

ADVAIT PRAKASH

SR. ENGINEER

COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS as per GISTC

Quotation against Enquiry No. _____ Dated: _____ Due on: _____

BHEL Standard Terms	Vendor's Acceptance
<p>1. Payment terms:</p> <p>a) Payment term should be <u>100% payment After Receipt & Acceptance of Material.</u></p> <p>b) Bank Charges shall be Not Applicable.</p> <p><i>“Please note that in case of any deviation in the payment term, BHEL shall evaluate your offer after loading on account of deviation in payment term and loading factor shall be as per GISTC.”</i></p>	
<p>2.TAXES : TAXES & DUTIES: Rate of GST must be indicated in your offer even if it is inclusive.</p>	
<p>i. Rate of GST</p>	
<p>ii. Input Tax Credit Shall be available</p>	
<p>iii. Any Other Duty:</p>	
<p>3. Packing Charges shall be included in quoted basic rates.</p>	
<p>4. Forwarding Charges shall be included in quoted basic rates.</p>	
<p>5. Delivery basis: On “FOR BHEL Haridwar” Basis & Freight charges shall be inclusive in quoted basic rates.</p>	
<p>6. Delivery Period: Please quote your shortest time period required for supply of material.</p>	
<p>7. Dispatch of Material: Items should be dispatched through BHEL approved transporters, however Indian bank approved transporters having their branch at Hardwar (details available at www.bhelhwr.co.in) may be considered for dispatch of material. However in case dispatch through IBA approved transporter demurrage/any other charges shall be borne by supplier. In case dispatch made through un-approved transporters payment shall be made after receipt & acceptance of material only and demurrage/any other charges shall be borne by supplier.</p>	
<p>8. Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order.</p>	
<p>9. Late delivery penalty Clause:</p> <p>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..</p>	
<p>11. Offer Validity: Validity of the offer should be minimum 120 days from tender opening date.</p>	

<p>12. Confirm that there is no deviation with respect to BHEL Specifications/drawings. However, deviations, if any, are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored.</p>	
<p>13. Please note that 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.</p>	
<p>14. Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotation is liable to be ignored. Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.</p>	
<p>15. Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.</p>	
<p>16. Test Certificate as per BHEL Specification / drawing shall be provided along with dispatch documents.</p>	
<p>17. Guarantee certificate as per BHEL Specification shall be provided along with dispatch documents.</p>	
<p>Signature with stamp</p>	

**Mandatory Pre-Qualification requirements for PRTD as per BHEL Drawing
32590101008 (Material code- BP9033005158)**

Description:

The three-wire duplex flat platinum resistance temperature detector is used in motors for Measurement of temperature of stator winding bars and core. The PRTD should be of very reliable and proven design for temperature measurement.

1.0 The vendor should be a regular manufacturer of such three-wire duplex flat platinum resistance temperature detector) with minimum following requirements –

Si No.	Parameter	Value
(i)	Suitable Environment	Tropical, humid and dusty atmosphere
(ii)	Minimum dimension	150X10X2 mm
(iii)	Operating Temperature (Range)	0 C to 200 C
(iv)	Leads	2 set of 3 wires using 7/0.2, 0.22 mm ² Silver plated copper, PTFE insulated and jacketed in single sleeve Flying lead-20mm bare length, twisted and soldered
(v)	Resistance element	Resistance value and tolerance Class-B as per IS 2848. The wire wound resistance element shall be laid down in epoxy resin bonded glass fiber sheet in totally strain free manner. Sensing length shall be 100mm.
(vi)	Routine Test	As per IS:2848
(vii)	Type Test	As per IS:2848
(viii)	Pull Test	The leads shall be suitably brazed to the resistance element. Each lead shall withstand Pulling force of 5 kg when applied to each of the leads.

2.0 In support of above serial number-1, vendor shall furnish technical details of three-wire duplex flat platinum resistance temperature detector in below mentioned format for at least one nos. (1) of the P.O. executed in past 10 years (from date of enquiry) along with P.O. copies.

S. No.	Brief technical details	Application	Name & address of customer	Date of supply
1	-Resistance Element -Leads -Routine Test -Type Test			

**Mandatory Pre-Qualification requirements for PRTD as per BHEL Drawing
32590101008 (Material code- BP9033005158)**

- 3.0 Vendor to furnish correlated test certificates against one of the P.O. submitted as per clause 2.
- 4.0 Vendor to furnish acceptance certificate from one of the end users of three-wire duplex flat platinum resistance temperature detector against any one of the P.O. submitted as per clause 2. (Original Certificate or through e-mail directly from the customer). Acceptance certificate should contain information like item details and its application or correlation with P.O.
- 5.0 The vendor should have in-house manufacturing facilities for manufacturing of three-wire duplex flat platinum resistance temperature detector Vendor to furnish details of the manufacturing facilities available at their works along with photographs
- 6.0 The vendor should have facilities for carrying out the following tests and provide details of test equipment available at their works.
 - 1) Insulation Resistance Test
 - 2) High Voltage Test
 - 3) Resistance Accuracy Test
 - 4) Type Test
- 7.0 The testing facilities available at vendor's works should be duly calibrated against measurement standards traceable to national/international measurement standards. Vendor to confirm the same. Alternatively, vendor to indicate their tie-up with accredited laboratory for performing Type tests or agree to carry out at NABL/ILAC/APLAC approved lab and provide the details for the same.

Note: BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false / incorrect, the offer shall be rejected.

Mandatory Pre-Qualification requirements for Thermocouple (W96414200115) as per BHEL specification TG60399

1.0 Experience:

Vendor should confirm that they are Manufacturer of insulated type Triplex NiCr-Ni Thermocouple (K type thermocouple) for bearing temperature monitoring suitable for temperature range of 0-150 °C as per IS:7358, Vendor to furnish supporting documents like Catalogue/ Datasheet etc.

- 2.0 In support of above, vendor shall furnish technical details of thermocouples in below mentioned format for P.O. executed in last 7 years (from date of enquiry). Vendor shall also furnish at least one PO copy from the list.

Sl. No	PO No.	Quantity Nos.	Name & address of customer	PO. Date

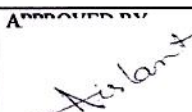
- 3.0 Vendor to furnish test certificates against P.O. submitted as per clause 2.
- 4.0 Vendor to furnish acceptance certificate or material receipt of Thermocouples against the P.O. submitted as per clause 2. (Original Certificate or through e-mail directly from the customer). Acceptance certificate should contain information like item details and its application or correlation with P.O.
- 5.0 **Manufacturing Facilities:** Vendor shall confirm that they have manufacturing facilities suitable to manufacture the thermocouples as per enquiry and furnish details of the manufacturing facilities available at their works. If the vendor plans to outsource any activity particulars of the same along with details of the sub-vendor/laboratory are to be furnished to BHEL.
- 6.0 **Testing Facilities:** Details of in-house testing facilities (like dimensional measurement, Type tests and Routine tests) as per the requirement of enquiry specification to be submitted with offer. In case of outsourcing of tests, vendor to agree for testing at Government/International agency's accredited labs only.
- 7.0 Vendor shall confirm to meet all the technical requirements of Spec. TG60399.

Note:

- 1) All correspondence shall be in English Language. If any document provided by vendor is in any language other than English, it must be supported with its English translation.

MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL						
BHEL	VENDOR'S NAME	ITEM	Thermocouple Assemblies with Thermo-well		QP NO.	QA/BE/QP/903								
		DRG. NO.	AS PER PO		REV.	09								
		REV.	AS PER PO											
		SPEC.	AS PER PO											
		REV.	AS PER PO		Page 1 of 2									
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS		
1	2	3	4	5	6	7	8	9	D	M	B	N	10	11

1.00	Raw Material												
1.01	Thermo Elements	Material Grade, Type & Temperature Millivolt Characteristics	Critical	Visual & Electrical	1 Sample/Lot	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test report/ Internal report	√	P	V	-	
1.02	Cable for Thermocouple	Continuity	Major	Electrical	1 Sample/Lot	Mfg. Spec.	Mfg. Spec	Internal Record	√	P	V	-	If applicable
1.03	Brazing Thermo Element	Brazing Spec & Brazing Procedure Qualification	Major	Review	100%	Appd. STD.	Appd. STD.	Internal Record		P	-	-	
1.04	Protecting Sheath, Extension pipe & Thermo well	Chemical Analysis, visual & Dimensional	Critical	Chemical & Physical	1 Sample/Lot	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Internal Record	√	P	V	-	Whichever is applicable
1.05	Terminal Head	Material, Visual/Aesthetic look, Protection Class	Critical	Visual & physical	1 Sample/Lot	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test Report	√	P	V	-	If applicable
2.00	In-Process Checks												
2.01	Fitting & Assembly	Soundness of Embedment/Fitting/ Connections & terminal marking	Major	Review	100%	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Internal Records		P	-	-	
3.00	TYPE TEST												
4.00	Routine Tests												
4.01		Insulation Resistance b/w two Thermo Element pairs as well as each Thermo Element Wire and protecting Sheath at RT	Critical	Electrical	100%	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test Report	√	P	W	-	
4.02		Accuracy & Calibration	Critical	Electrical	100%	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test Report	√	P	W	-	
4.03		Continuity & Polarity	Critical	Electrical	100%	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test Report	√	P	W	-	
4.04		Weld Closure Conformity	Critical	Mechanical	100%	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test Report	√	P	W	-	Note-2
4.05		Measuring Junction leak Tightness Test	Critical	Electrical	100%	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test Report	√	P	W	-	Note-2

MANUFACTURER/SUBCONTRACTOR	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE
		APPROVED BY  Digitally signed by Nishant Kumar Date: 2020.01.09 13:18:19 +05'30'



MANUFACTURER'S NAME AND ADDRESS		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM	Thermocouple Assemblies with Thermo-well		QP NO.	QA/BE/QP/903						
		DRG. NO.	AS PER PO		REV.	09						
		REV	AS PER PO									
		SPEC.	AS PER PO									
		REV	AS PER PO									
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	D	10		11




Page 2 of 2

4.06		Bore Concentricity & Dimension of Thermo-well Including Process Connections	Critical	Measurement	100%	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test Report	√	P	W	-	NOTE-2
4.07		Hydraulic on Thermo-well	Critical	Hydraulic	100%	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test Report	√	P	W	-	NOTE-2.
4.08		Completeness of TCs, COC & Inspection Report	Critical	Physical	100%	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test Report	√	P	V	-	
5.00	Identification / Marking & Packing												
5.01		Identification marking / Firmness of tagging of each instruments	Major	Visual	100%	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test Report	√	P	V	-	
5.02		Soundness of packing Against Transit Damage	Major	Visual	100%	Ordering Spec./ Appd. Drawing	Ordering Spec./ Appd. Drawing	Test Report	√	P		-	

Note-

1. Records as marked √ shall essentially be submitted by vendor as QA documentation package.
2. If applicable as per ordering specification, BHEL Appd. Drawing/Datasheet.
3. Type Test Clearance from BHEL Engg. to be verified by inspection Engineer during Inspection at vendor's works.
4. Manufacturer to maintain calibrated instruments having better accuracy than the item under the test. Inspection engineer shall check the same.
5. Witness by inspection agency to be random 10% of each material code (minimum 1 pieces per material code) from each lot. However vendor to carry out 100% tests internally and tests report shall be reviewed by inspection engineer during inspection at Vendor's works.

MANUFACTURER/SUBCONTRACTOR	LEGEND:	FOR CUSTOMER USE	Digitally signed by Nishant Kumar Date: 2020.01.09 13:19:03 +05'30'
	! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		


PROJECT	1x660 MW THERMAL POWER STATION UNIT-6 BHUSAWAL , MAHARASHTRA	
	OWNER	MAHARASHTRA STATE POWER GENERATION CO. LTD. ,MAHARASHTRA
	OWNER'S CONSULTANT:-	DEVELOPMENT CONSULTANTS PVT. LTD. CONSULTING ENGINEERS. VASHI, NAVI MUMBAI
	CONTRACTOR :-	BHARAT HEAVY ELECTRICALS LIMITED

DEVELOPMENT CONSULTANT PVT. LTD.	
Reviewed only for general conformance with contract drawings and specifications; Contractor to be responsible for any error and for fulfilment of details requirements of contract documents.	
CODE:- 1	DATE:- 02-06-2021
DISTRIBUTED BY:- YUGANT	
<input checked="" type="checkbox"/>	Approved
2	Approved Subject to compliance to comments. Proceed with manufacturing/construction. Revised document required to be submitted after incorporating the comments.
3	Not Approved. Resubmission required
SEE COVERING LETTER	
LETTER REF.NO.:- 18V06-101-LOT-BHEL-0218	

:- QUALITY PLAN FOR THERMOCOUPLE

QA/BE/QP/903/Bhusawal	REV.: 02
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4

 BHEL Ranipur, Hardwar		STANDARD QUALITY PLAN				TO BE FILLED BY BHEL			TO BE FILLED BY BHEL					
		ITEM		Thermocouple/R.T.D.		QP NO.	QA/BE/QP/903/Bhusawal							
						REV.	02							
		DRG. NO.	AS PER PO											
		REV	AS PER PO											
SPEC.	AS PER PO													
REV	AS PER PO			Page 1 of 2										
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS		
1	2	3	4	5	6	7	8	9	D	M	B	N	10	11

1.0 Raw Material													
1.1		Thermo Elements, Cable for Thermocouple, Protecting Sheath, Extension pipe, Terminal Head	Major	Physical	1 Sample/Lot	Ordering Spec./ Drawing	Ordering Spec./ Drawing	T.C./COC	√	P	V	-	
2.0 Final Tests													
2.1		Visual & Dimensions	Major	Visual & Measurement	100%	Ordering Spec./ Drawing	Ordering Spec./ Drawing	T.C./COC	√	P	W	-	
2.2		Insulation Resistance	Major	Electrical	100%	Ordering Spec./ Drawing	Ordering Spec./ Drawing	I.R.	√	P	W	-	
2.3		Accuracy & Calibration	Major	Physical	100%	Ordering Spec./ Drawing	Ordering Spec./ Drawing	I.R.	√	P	W	V	
2.4		Continuity & Polarity	Major	Electrical	100%	Ordering Spec./ Drawing	Ordering Spec./ Drawing	I.R.	√	P	W	-	
2.5		Measuring junction leak tightness test	Major	Physical	100%	Ordering Spec./ Drawing	Ordering Spec./ Drawing	I.R.	√	P	W	V	As applicable
3.0 Identification / Marking & Packing													
3.1		Identification marking	Minor	Visual	100%	Ordering Spec./ Drawing	Ordering Spec./ Drawing	--	√	P	V	-	
3.2		Packing	Minor	Visual	100%	Ordering Spec./ Drawing	Ordering Spec./ Drawing	--	√	P		-	

Note-

- Witness of random 10% of each material code (minimum 1 pieces per material code) from each lot.

SACHIN JAIN
2021.05.13
10:11:50
+05'30'

MANUFACTURER		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
			APPROVED BY	



STANDARD QUALITY PLAN

QPNO : QA/BE/QP/908

REV.NO. : 07

DESCRIPTION: (MATERIAL, CLASS, GRADE, RATING, SIZE ETC): PLATINUM RESISTANCE TEMPERATURE DETECTORS & ASSEMBLIES WITH THERMOWELL

SPECNO: As Per PO

REV.NO. : --

DRG : As Per PO

REV.NO. : --

LEGENDS:

P-PERFORMED BY 1-BHEL REP.
 W-WITNESS BY 2-VENDOR
 V-VERIFIED BY 3-SUB-VENDOR

SL. NO.	COMPONENT/ OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY P W V	REMARKS
1	2	3	4	5	6	7	8	9	10 11 12	13

1.00 Raw Material

1.01	Resistance Element	Material Grade, Type & Resistance Characteristics.	Major	Visual / Electrical	1 Sample / Lot	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Test Report* / Internal Records*	2 - 1	
1.02	Cable for RTD	Continuity	Major	Electrical	1 Sample / Lot	Mfg. Specn	Mfg. Specn	Internal Record	2 - 1	If Applicable
1.03	Protecting Sheath, Terminal Head & Spring	Material Type / Grade	Major	Chemical / Physical	1 Sample / Lot	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Test Report* / Internal Records*	2 - 1	
1.04	Extension Pipe & Thermowell	Chemical Analysis & Physical Properties	Major	Chemical / Physical	1 Sample / Lot	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Test Report* / Internal Records*	2 - 1	
2.00	Fitting & Assembly	Soundness of Embedment / Fitting / Connections & Terminal Marking	Major	Physical	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Internal Records	2 - -	

3.00 Type Tests

Note: 3

4.00 Routine Tests

Note: 5

4.01		Visual and Dimensions	Major	Visual / Measurement	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Inspection Report*	2 1 -	
4.02		Resistance Accuracy	Major	Electrical	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Test Report*	2 1 -	
4.03		Pull out	Major	Physical	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Test Report*	2 1 -	Note: 2
4.04		Continuity	Major	Electrical	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Test Report*	2 1 -	
4.05		Insulation Resistance	Major	Electrical	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Test Report*	2 1 -	

Digitally signed
 by Sachin Jain
 Date: 2020.06.08
 08:46:26 +05'30'

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STANDARD QUALITY PLAN

QPNO : QA/BE/QP/908 **REV.NO. :** 07 **DESCRIPTION:** (MATERIAL, CLASS, GRADE, RATING, SIZE ETC): PLATINUM RESISTANCE TEMPERATURE DETECTORS & ASSEMBLIES WITH THERMOWELL
SPECNO: As Per PO **REV.NO. :** --
DRG : As Per PO **REV.NO. :** --

LEGENDS:

P-PERFORMED BY 1-BHEL REP.
W-WITNESS BY 2-VENDOR
V-VERIFIED BY 3-SUB-VENDOR

SL. NO.	COMPONENT/ OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY P W V	REMARKS
1	2	3	4	5	6	7	8	9	10 11 12	13
4.06		High Voltage	Major	Electrical	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Test Report*	2 1 -	Note: 2
4.07		Weld closure confirmity	Major	Mechanical	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Inspection Report*	2 1 -	If Applicable
4.08		Bore Concentricity & Dimensions of Thermowell incluncluding process connections.	Major	Measurement	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Inspection Report*	2 1 -	Note: 2 & BHEL Check Critical Dimensions
4.09		Easy Opening / Closing of Terminal Head Cover & Operating of Spring Loaded Insert (Applicable for Terminal Head Type RTDs).	Major	Physical	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Inspection Report*	2 1 -	Note: 2
4.10		Hydraulic on Thermowell	Major	Hydraulic	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	Test Report*	2 1 -	Note: 2
4.11		Compliance of Technical Requirements	Major	--	100%	Ordering Specn / BHEL Appd Drawing.	Ordering Specn / BHEL Appd Drawing.	COC*	2 - -	
4.12		Completeness of TCs, COCs, & Inspection Reports	Major	Physical	100%	Ordering Specn./ BHEL Appd Drawing / QP/ PO	Ordering Specn./ BHEL Appd Drawing / QP/ PO	Documents*	2 - 1	
5.00	Identification / Marking & Packing									
5.01		Identification Marking / Firmness of Tagging of Each Instrument	Major	Visual	100%	Ordering Specn.	Ordering Specn.	Internal Records	2 - 1	
5.02		Soundness of Packing Against Transit Damage	Major	Physical	100%	Ordering Specn./ Vendor's STD	Ordering Specn./ Vendor's STD	Internal Records	2 - -	

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STANDARD QUALITY PLAN

QPNO : QA/BE/QP/908

REV.NO. : 07 DESCRIPTION: (MATERIAL, CLASS, GRADE, RATING, SIZE

SPECNO: As Per PO

REV.NO. : --

ETC): PLATINUM RESISTANCE
TEMPERATURE DETECTORS &
ASSEMBLIES WITH THERMOWELL

DRG : As Per PO

REV.NO. : --

LEGENDS:

P-PERFORMED BY 1-BHEL REP.

W-WITNESS BY 2-VENDOR

V-VERIFIED BY 3-SUB-VENDOR

SL. NO.	COMPONENT/ OPERATION	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY P W V	REMARKS
1	2	3	4	5	6	7	8	9	10 11 12	13

NOTE:-

1. Records as marked * shall essentially be submitted by vendor as QA documentation package.
2. If applicable as per ordering specification, BHEL approved Drawing / BHEL Appd Data Sheet.
3. Type tests clearance from BHEL Engineering to be verified by inspection engineer during inspection at vendor's works.
4. Manufacturer to maintain calibrated instruments having better accuracy than the item under the test. Inspection engineer shall check the same.
5. Witness by inspection agency to be random 10% of each material code (minimum 1 pieces per material code) from each lot. However vendor to carry out 100% tests internally and tests report shall be reviewed by inspection engineer during inspection at Vendor's works.

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MANUFACTURER'S NAME AND ADDRESS		QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM		QP NO.								
				REV								
		DRG. NO.	AS PER PO									
		SPEC.	AS PER PO									
	REV				Page 1 of 1							
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	D	10		11

1	2	3	4	5	6	7	8	9	D	10		11

		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR				APPROVED BY



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.

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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.

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

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

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.

i) The loading criteria for the different payment terms shall be as under;

Payment Terms	Days of
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	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.

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

11. TAXES & DUTIES.

- The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- 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".
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

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

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

12. BANK GUARANTEE.

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

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

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

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

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY.

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

16. RIGHT OF ACCEPTANCE.

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



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

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

17. TRANSIT INSURANCE.

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

18. RISK PURCHASE.

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

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



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- 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 make 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 (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



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

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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.
- E. Requirement of Purchase Preference:



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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, then 50% of remaining Quantity (after allocation of 25% to



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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.