



BHARAT HEAVY ELECTRICALS LIMITED
HEEP, HARIDWAR-249403 (Uttarakhand)
Fax: 01334-226084/226462, Phone: 285773/281685

E-mail: manojy@bhel.in; vibhutis@bhel.in, manoj-s@bhel.in

Ref: BOI/OT/22-23/BVMS/01

Date: 26.08.2023.

OPEN TENDER

1. Sealed tender with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.

S. N.	Tender No.	Item Description	Total Requirements	Project Name	Last date to get from BHEL	Opening date
A. Requirement for Talcher U-1&2, Main supply and mandatory spare project:-						
1.	B/4180/ 2023/ 1274V1	W90318118114 On Line Blade Vibration Monitoring Systems (Comprising Sensors, Data Acquisition ,Monitor, Software, Cables, Hardware For Network, Accessories As Per Spec ST51027 Rev 00	2 ST	Talcher U-1&2	1 day before opening date	05.09.2023
2.		W90318118122 Supervision for installation & commissioning of BVMS including calibration service as per spec-ST51027 Rev 00	2 ST	Talcher U-1&2		
3.		W99318118015 Mandatory Spare As Per Drawing 418150G3001 As Per Spec ST51027 Rev 00	1 ST	Mandatory spare		

1. Tenders will be received up to 13:45 Hrs. (IST) on opening date and opened on the same day at 14:00 Hrs. (IST) in the Tender Room.
2. Interested suppliers must submit their offer along with the following Earnest Money Deposit (EMD). The EMD should be submitted in the form of **demand draft/ Pay Order/ cash** (as permissible under income tax act).

Tender Fee: Nil

EMD: Rs.2,00,000/- /- (Rs. Two Lacs only)

Draft shall be **drawn in favor of "BHEL Hardwar"**.

3. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
4. Other terms and conditions will be as per tender documents.
5. The offer of the vendors who are banned/ De-Listed/ Under Hold by BHEL, shall not be considered till the period of their Ban/ De-list/ Hold.
6. BHEL-HEEP registered vendors (**i.e. PMD vendors**) are exempted from submission of EMD of related PMD items.
7. MSE Suppliers are exempted for submission of EMD. Please note that "Traders and agents should not be allowed to avail the MSE benefits. Benefits of MSE (EMD waiver, Tender Cost Exemption, splitting of tender Qty., Payment Preference, etc.) will only be given to Original Manufacturers of Offered items against the NIT. No MSE benefits shall be provided to Agents / Stockiest / Dealer / Trader".
8. Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.
9. "For this procurement, the local content to categorize a supplier as a Class-I 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 the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT"



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The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Format enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.

10. You may submit your offer through email also. The detailed guidelines for submission of offer through email is enclosed for your reference. Please follow the same in case of submission of offer through email.
11. **Integrity Pact:** 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.

Sl.No.	IEM	Email
1.	Shri Otem Dal, IPS (Retd.)	iem1@gmail.com
2.	Shri Bishwamitra Pandey, IRS (Retd.)	iem2@gmail.com
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@gmail.com

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.

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

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

- a) Mr. Manoj Kumar Singh, Engineer (PPX-BOI)
Email: manoj-s@bhel.in
Ph: +91 1334 281685
- b) Ms. Vibhuti Paliwal, Dy. Manager (PPX-BOI)
Email: vibhutis@bhel.in
Ph: +91 1334 281685
Address: 4th Floor, Main Administrative Building,
HEEP, BHEL, Haridwar- 249403, Uttarakhand, India

For any further details please log on to www.bhel.com or www.hwr.bhel.com

Manoj Kumar
Sr. Manager (PPX-BOI)



BHEL Enquiry No.: B/4180/2023/1274V1

Date of issue : 26.08.2023

Due Date/ opening date: 05.09.2023

M/s.....

Sub: Tender Enquiry No. B/4180/2023/1274V1

Dear Sir,

BHEL is pleased to invite your offer in **TWO PARTS** strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned materials.

S. N.	Material Codes	Total Requirements	Item Description	Delivery Required	EMD (Earnest Money Deposit)
C. Requirement for Talcher U-1&2, Main supply and mandatory spare project:-					
1.	W90318118114	2 ST	On Line Blade Vibration Monitoring Systems (Comprising Sensors, Data Acquisition, Monitor, Software, Cables, Hardware For Network, Accessories As Per Spec No. ST51027 REV: 00 & Addendum 418150G3001	27.02.2025 for Unit-1 & 27.06.2025 for Unit-2	EMD: Rs. 2,00,000/- (Rs. Two Lacs only)
2.	W90318118122	2 ST	Supervision for installation & commissioning of BVMS including calibration service as per Spec No. ST51027 REV: 00 & Addendum 418150G3001	On Intimation	
3.	W99318118015	1 ST	W99318118015 Mandatory Spare As Per Drawing 418150G3001 As Per Spec No. ST51027 REV: 00 & Addendum 418150G3001	27.11.2025	

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should be reached to us on or before the due date by 13:45 Hrs. (IST).

NOTE: The vendor should submit their best prices at this stage itself and they will not be allowed to revise their prices. Any revision / discount given by vendor subsequently will be ignored.

"Any clarification on technical specifications/tender documents can be obtained from BHEL before tender opening. Suppliers are welcome to have pre-bid meeting with BHEL for better understanding of requirements".

Part-I i.e. PQR and technical offer shall be opened of those vendors **only after ensuring availability of EMD (please submit draft for EMD {drawn in favor of BHEL, Haridwar} in envelope superscribed with bold letters "EMD")** at 14:00 Hrs. (IST) on the due date in the presence of authorized representatives of the bidders who may like to be present. **The authorized representative should bring enquiry specific authority letter from their principals for attending the bid opening.**

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

"MSE Suppliers can avail the intended benefits only if they submit along with the offer, Udyog Aadhar, 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 PQR opening (Part 1 in case of three 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 required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer."



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Based on above clause, the credentials of all MSE Suppliers will be reviewed for giving the intended benefits for MSE suppliers at the time of tender evaluations.

“Evaluation shall be done project wise on total landed cost upto respective BHEL Project Site considering all material codes and services together.”

Please also refer clause no. 6 “Evaluation Criterion” of Annexure-C, for terms and conditions regarding evaluation of Order Quantity.

The Offers of those vendors, which would not meet our PQR requirements, would be rejected by BHEL.

KINDLY READ “INSTRUCTIONS TO BIDDERS” **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

If after tender opening, it is found that: -

- The bidder has not submitted the requisite EMD.
- In case, a bidder does not submit EMD and claiming as a MSE vendor but no supporting document regarding MSE is submitted with offer.

In both the above cases, the offer of the bidder is likely to be ignored.

1. Tender specific additional terms & Conditions and GISTC Rev. 06 is attached herewith. Please confirm each clause and submit duly ink signed and stamped additional terms & conditions and GISTC Rev. 06 along with your valuable offer.
2. You may download all original documents from website www.bhel.com or www.hwr.bhel.com by **04.09.2023. (5:00 PM; IST)**.
3. Please submit your complete offer by **05.09.2023. (01:45 PM; IST)** to our tender cell. Please note that late offer will not be considered.
4. Offers against our enquiry will be opened on **05.09.2023. (02:00 PM; IST)**.

Address for Submission of Offer:

To,
The Head of Materials Management,
Heavy Electrical Equipment plant,
Haridwar-249403, Uttarakhand, India

Please submit your complete offer on given address within due date & time mentioned above and as per other details given in original tender documents.

For & ON BEHALF OF BHEL, HARIDWAR

Manoj Kumar
Sr. Manager (PPX-BOI)



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INSTRUCTION TO BIDDERS

Clause 1.0:

The tenders shall be submitted in two parts (**Part I** consisting of Techno-Commercial Bid, quality plan, replica of price bid & pre-qualification requirements and **Part II** Original Price Bid) as described below on or before the due date.

- **The Quotation should be from the Principal / Original Manufacturer, even if it is submitted through their authorized agents, failing which the quotation is likely to be ignored.**
- **Any corrections / amendments shall be properly & fully authenticated with signature.**

BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals / companies – representative / adviser / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockiest not registered specifically etc. are agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

The bidders (original manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender.

The suppliers or their authorized person may be allowed to attend the tender opening, duly authorized by their principals, through an enquiry specific authorization letter on that particular day. General authorization letter is not acceptable.

Clause 1.1:

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

- a) EMD
- b) Pre-Qualification Requirements (**as defined in Annexure-A**)
- c) Complete Technical offer with relevant drawings/ datasheets/other documents /QAP etc. (**as Per Special Instructions mentioned in Annexure-B**).
- d) Catalogue of the Equipment (If applicable)
- e) Duly Filled in “Additional Terms & Conditions and GISTC Rev. 06 of the Two Parts Tender” (**as per Annexure-C**).
- f) Deviation if any with reference to specification to be laid down on separate sheet. Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses then same will be considered for final evaluation.
- g) Replica of Price Bid/ Price sheet (without Prices).
- h) The rating of the company quoting for this tender from a third party (independent agency) preferably by DUN & BRADSTREET should be submitted (D&B NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years** in absence of D&B / third agency report.
- i) **Supplier Registration Form:** The Supplier Registration Form (SRF) duly filled will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. This form is to be filled online at www.hwr.bhel.com or www.bhel.com.

Note:

1. **Suppliers who are already registered at HEEP, BHEL, Haridwar in the PMD (Product Material Directory) for this item are exempted for submission of online Supplier registration form.**



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2. Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal on www.bhel.com along with complete documents.
3. Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.

Clause 1.2: PART-II (PRICE BID)

The price Bid (with prices) for the complete scope as specified above shall be submitted.

a) Foreign Suppliers: Dispatching Port & Country of dispatch is to be mentioned clearly. The Prices are to be quoted on both FOB & CFR Mumbai basis. The offer of the bidder not quoting CFR (Mumbai) Charges will be loaded by the maximum shipment charges, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry/freight rate available with BHEL.

b) Indigenous suppliers: The Prices are to be quoted on Ex-Works with freight pre-paid up to destination basis. The goods can be dispatched through any Bank Approved Transporter having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are hosted on our website www.hwr.bhel.com. The offer of the bidder not quoting on Freight Pre-paid up to destination basis will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL.

c) Transit Insurance shall be taken care of by BHEL. Please quote accordingly.

d) Applicable GST, IGST and any other statutory levy should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of all taxes & duties.

e) The price comparison will be on the basis of total landed cost to BHEL involved for delivery up to final project site. Import offers shall be loaded for applicable custom duties for the project & freight element/ other charges involved for delivery up to Project Site as per BHEL's transport contract.

f) The Part-II (Price Bid) along with supplementary price bid (if called for by BHEL) will be opened at a later date of only those bidders whose **Part-I bid (i.e. PQR and Techno-commercial bid)** is found suitable by BHEL. **BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required).**

Clause 1.3:

The following shall be super-scribed on the envelopes:

1. **PART-I (a):** Documents required in Pre-Qualification Requirements (as defined in Annexure-A) shall be submitted in this part.

Superscription on envelope:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. "PRE-QUALIFICATION REQUIREMENTS"

2. **PART-I (b):**

The following shall be submitted in this part:

- Complete Technical offer with relevant drawings/ documents /QP (As defined in Annexure B).
- Catalogue (if required).
- Deviation sheet (if there is any deviation with respect to our specification).
- Replica of price bid/ Price sheet (without mentioning the actual prices).
- Filled Terms and conditions of two parts tender (foreign or indigenous, whichever applicable, as defined in Annexure C).
- Duly filled, ink signed and stamped Integrity Pact (As per Annexure-1)

Note:

1. Vendors who are already registered at HEEP, BHEL, Haridwar in the PMD (Product Material Directory) for this item are exempted for submitting the Supplier Registration Form.



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2. Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal on www.bhel.com along with complete documents.

Superscription on envelope:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. **"TECHNO-COMMERCIAL BID"**

3. PART-I (c): EMD shall be submitted in this part

Superscription on envelope:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. **"EMD"**

4. PART-II: price bid & cost of deviation (if any) shall be submitted in this part

Superscription on envelope:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. **"PRICE BID"**

Clause 1.4:

The Part-I (1 (a), 1 (b) & 1(c) & Part-II bids shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelope duly sealed and super scribed as:

"TENDER FOR (ITEM NAME) AGAINST TENDER NO. ----- DUE ON -----CONTAINING PART-I & PART-II. Vendor's full name and address should be clearly mentioned on the envelope.

Clause 1.5:

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 1.6: As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot 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)

Thanking You,
Yours faithfully,

For & on behalf of BHEL, Hardwar.

Manoj Kumar
Sr. Manager (PPX-BOI)



Pre-Qualification Requirements (PQR) for On Line Blade Vibration Monitoring System

SL. NO	PARAMETER	DETAILS	REQUIRED DOCUMENTATION or CONFIRMATION	BIDDER RESPONSE
1a)	ITEM NAME -BLADE VIBRATION MONITORING SYSTEM (BVMS)			
1b)	Item Description/ Application	BVMS system is used in Turbine for continuous monitoring of blade vibrations, clearance and blade deflection in real time		
1c)	Item Mat. Code	W90318118114,W90318118122 & W99318118015		
1d)	Technical Features	1)The On-line integrated system shall consist of suitable number of non-contact eddy current/inductive /magnetic sensors, including hardware, software for monitoring blade vibrations for last stage (both Turbine end & Generator end) of low pressure turbines. 2) Installation and commissioning of system		
2a)	Bidder Criteria	Bidder shall be manufacturer or authorized supplier of OEM. Letter of authorization or suitable documents shall be submitted for the same.	Required	
2b)	Bidder Experience	1). Bidder/sub-vendor should have designed, engineered, supplied, installed and commissioned at least one (1) number of Integrated On-line Blade Vibration system for health monitoring/Crack Detection of free standing blades of Low Pressure Turbine of Steam Turbine Generator set of 200 MW or above capacity. This integrated system* should have been in successful operation at each installation for at least 7000 operating hours prior to the date of techno-commercial bid opening (06.06.2022).The Bidder should offer and supply the integrated system* of same Make and type for which it/its sub-vendor meets the above requirement. OR 2). The Bidder/sub-vendor should have designed, engineered, supplied, installed and commissioned at least one (1) number of On-line Blade Vibration integrated system* for health monitoring/Crack Detection of free standing blades of Compressor/Turbine of Gas Turbine Generator set** of 200 MW or above capacity. This integrated system* should have been in successful operation for at least 7000 operating hours prior to the date of techno commercial bid opening (06.06.2022). The Bidder should offer and supply the integrated system* of same Make and type for which it/its sub-vendor meets the above requirement.	Documents required	



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		Note:* integrated system means complete system combining both hardware and software and sensors mounted inside turbine casing, directly seeing the blades in non-contact manner. ** In case of combined cycle gas stations, Gas Turbine Generator set capacity means capacity exclusively of Gas Turbine Generator set.		
3	Additional Requirements	BVMS provenness- Attachment 3k format (to be filled by BVMS vendors for seeking NTPC approval)	Required	
3a)	Other References	Bidder to furnish their complete reference/ experience list for our review.	Required	
4	Confirmation/ Declaration	BHEL reserve the right to verify the information submitted by Bidder. In case the information is found to be false / incorrect, the offer shall be rejected. Bidder to confirm.	Confirmation required	

Note:

Please submit complete supporting documents for above mentioned each point.

Manoj Kumar
Sr. Manager (PPX-BOI)



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Annexure-B

SPECIAL INSTRUCTIONS

A) GENERAL REQUIREMENTS

a) For Talcher U-1&2 project, (Main supply and mandatory spare):

1. **For all material codes:** The material is to be delivered to **Talcher U-1&2 project** site directly from supplier works. Quotation shall be submitted accordingly.
2. The offer shall be submitted in-line with tender documents, Specification No. **ST51027 Rev.00 and drawing no. 418150G3001 Rev.00.**
3. Duly filled and ink signed, stamped "**Additional Terms and Conditions & GISTC Rev. 06 of the Two Parts Tender**" are to be necessarily submitted along with the offer.
4. **Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal on www.bhel.com along with complete documents.**

B) QUALITY REQUIREMENTS: -

1). For a) For Talcher U-1&2 project: -

a). For Indigenous Suppliers: -

- i. Vendors to furnish Quality Plan in line with ordering documents in attached Quality Plan format for BHEL review and approval.
- ii. Kindly confirm to follow finally BHEL approved QAP.
- iii. Inspection of material shall be done by BHEL nominated inspection agency "TUV" as per BHEL approved Quality Plan.

Kindly ensure the timely submission of your offer (latest by 13:45 Hrs. IST on the due date) and note that Late Offers shall not be entertained under any circumstances.

**Manoj Kumar
Sr. Manager (PPX-BOI)**



**MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION
PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure----- to this GCC/Agreement/Contract/MoU etc. (strike off whichever is inapplicable).

The Annexure ----- together with it's Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable).

The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure -----to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure -----with effect from the date as intimated by BHEL to it.

Amjais

ADDITIONAL TERMS AND CONDITIONS FOR TWO PARTS TENDER ENQUIRY FOR INDIAN VENDORS

You are requested to kindly confirm the following commercial terms and conditions duly ink signed and stamped copy of this is to be submitted by you along with your offer.

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

S. N.	Terms	Description	Your confirmation
1.	Mandatory Procurement (Make In India)	1. This is domestic open tender enquiry and only class -1 and class-II local suppliers are eligible to participate in this tender enquiry under compliance of PPP-MII Order No. P-45021/ 2/ 2017-PP (BE-II) dtd. 04/06/2020 of Govt of India. Purchase preference to class-1 local supplier over class2 supplier shall be applicable as per PPP-MII Order No. P45021/ 2/ 2017-PP (BE-II) dtd. 04/06/2020 of Govt of India	
2.	Confirmation to General Instructions and standard terms & conditions:	Please confirm each clause of following documents: - 2. General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC Version June-2021, Rev: 06): 3. Additional terms & conditions of tender enquiry. Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents. 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.	
3.	Documents Checklist:	Kindly confirm that the following documents have been submitted along with your offer: 1. Requisite EMD 2. Pre-Qualification Requirements (as defined in Annexure-A). 3. Complete Technical offer with relevant drawings/documents /Datasheets etc. (as per special instructions mentioned in Annexure-B). 4. Experience Details 5. Any other document as specified in " Instructions to Bidders ". 6. Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal on www.bhel.com along with complete documents.	
4.	Special Instruction:	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.	
5.	Basis of Quotation:	Kindly Confirm that material prices have been quoted on Ex-Works with freight Pre-paid up to destination basis. The goods can be dispatched through any BHEL approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in . Pls. 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) from Project Site for processing of your invoice. No demurrage charges would be payable by BHEL. Kindly confirm.	
6.	Validity:	Confirm that your offer shall be valid for 180 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.	
7.	Evaluation criterion:	Evaluation shall be done project wise on total landed cost upto respective BHEL Project Site considering all material codes and services together. Services Include: Supervision during Erection & Commissioning and Training. Prices shall be quoted strictly as per BOQ only .	

Tender Enquiry No. B/4180/2023/1274V1 for the requirement for Blade Vibration Monitoring System (Annexure-C)

8.	Consignee details	Talchar project consignee details is as follows; NTPC LIMITED, TALCHER TPP, STAGE-III 2X660MW PO TALCHER, DISTT- ANGUL STATE OF ODISHA, PIN 759101	
9.	Bank Charges:	Kindly Confirm that Bank Charges shall be either side.	
10.	Insurance:	The Transit Insurance will be arranged by BHEL. Please send your offer keeping this in view.	
11.	Technical Requirements:	Kindly quote your valuable offer as per Specification No. ST51027 Rev.00 & Drawing No 418150G93001 Rev.00 (enclosed with enquiry).	
		Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.	
12.	Quality Requirements:	i. Vendors to furnish Quality Plan in line with ordering documents in enclosed Quality Plan format for BHEL review and approval.	
		ii. Kindly confirm to follow finally BHEL approved QAP.	
		iii. Inspection of material shall be done by BHEL nominated inspection agency "M/s Intertek" as per BHEL approved Quality Plan.	
		Charges of TPI shall be paid by BHEL directly to TPI. However, vendor to coordinate with TPI for inspection as per schedule.	
		At least 15 days' advance time should be given to inspection agency for carrying out inspection of material at your works w.r.t. PO delivery date. Any delay in delivery due to this reasons would be to supplier account.	
13.	Payment Terms:	Payment for Material Portion: 100% Payment after receipt of material/items at BHEL project sites with PBG for 5% of the order value which is as per provisions in line with clause 10 of GISTC.	
		Supervision during Erection, Commissioning and training: 100% Payment against submission of successful Erection/ commissioning/ training certificate (as applicable) from Project Site and invoice thru Bank / direct to BHEL. Payment will be made on actual number of days and visits involved in supervision of commissioning as certified by the project site.	
		Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice/policy/" GISTC Rev 06". Requirement of PBG for Guarantee/ Warranty period is mandatory and non-acceptance of the PBG may lead to rejection of your offer.	
		Loading of any deviation in the payment terms will be done @ Base rate of SBI(as applicable on 31st March of preceding year from tender due date) + 6% (per annum) of basic cost of the items.	
14.	Engineering Document approval:	Drawings/Data sheets/other documents/QAP as called in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. BHEL will arrange the approval of the drawings/data sheets/ documents/QAP within 30 days of their receipt provided those are complete in all respect. Any delay in delivery on account of late submission of complete documents i.e. drawings/data sheet/other documents/QAP shall be to vendor's account. Kindly confirm.	
15.	MDCC (Material dispatch clearance certificate) Clause:	Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TCs) & IRs to BHEL. BHEL will issue MDCC within 7 days of receipt TCs & IRs, if complete & clear in all respects Any delay in submission of complete reports (i.e. TCs as per QAP & IR) will be to your account. Material shall be dispatched within 7 days of issuing dispatch clearance by BHEL.	
16.	Right of Acceptance:	BHEL reserves the right to 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.	
17.	Supervision for Installation and Commissioning at site::	Installation and commissioning of the equipment as per clause no. 11 of Technical Specification shall be carried out by vendor. Kindly confirm and quote accordingly.	
		Kindly confirm that Lump sum Commissioning charges (inclusive of all and irrespective of no. of Man days, visits, Fooding, Boarding, (To & fro) Travelling, accommodations, Lodging ...etc.) have been quoted separately in your offer.	
		Maximum/Upper limit for commissioning charges shall be 2% of total contract value (material cost). Kindly quote your offer accordingly. Please note that Commissioning charges will not be payable beyond 2% of contract value. Kindly confirm.	
		Pls. note that for supervision during commissioning, checklist is to be submitted by the vendor to BHEL after the placement of the Order. BHEL will confirm the checklist prior to commissioning call to the vendor. After receipt of checklist from BHEL, the vendor will send the commissioning engineer within 15 days of confirmation of site readiness. In case any additional work is required which is beyond the scope agreed, the same would be commenced only after signed agreements with site representative and the vendor.	
18.	Liquidated Damages (LD) of Late Delivery, Clause:	Kindly confirm that Liquidated damages (LD) for late delivery w.r.t to contractual delivery shall be applicable at the rate of 0.5% of the total order value (lot wise) per week of delay or part thereof subject to a maximum of 10% of the total order value lot wise /material code wise. Date of GR/LR shall be treated as actual delivery date for all purposes.	
		Loading for deviation in Liquidated damages (LD) clause: Please note that, in case of deviation in Liquidated damages (LD) clause, BHEL will evaluate your offer after loading on account of deviation in Liquidated damages (LD). Loading will be done to the extent by which Liquidated damages (LD) clause is not agreed.	
19.	Guarantee/ Warranty Clause:	Kindly confirm that Guarantee/ Warranty shall be offered for a period of 18 months from the date of shipment/ Supply or 12 months from the date of commissioning of the equipment, whichever is later (as per clause no 15 of specification ST 51027 Rev.00). In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required.	
20.	Conciliation and Arbitration clause:	Conciliation Clause: Model conciliation clause for conduction conciliation proceedings under the BHEL conciliation scheme, 2018 (enclosed as Annexure- D) will be applicable against this enquiry. Kindly confirm. Arbitration Clause: In case of any dispute arising out of or 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 the contract shall be the substantive Law of India.	
21.	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. Please refer clause no. 2 of GISTC Rev. 06 and quote offer accordingly.	
22.	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. Please note that deviation in Risk purchase clause shall not acceptable.	
23.	Deviation (if any):	Kindly 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.	
24.	Documents Submissions:	Kindly Confirm that all the documents shall be provided as per specification No. ST51027 Rev.00 & Drawing No 418150G93001 Rev.00 (enclosed with enquiry). Kindly confirm. Kindly confirm that quoted offer have been complied all technical requirements as given in tender documents and submit all documents to BHEL as per tender	
25.	Taxes & duties:	Details of applicable taxes & duties are to be mentioned as per clause no. 11 of GISTC Rev. 06 (Enclosed) . In this regard, following is to be specifically mentioned in the offer: a) GST Registration Number b) Address of Principal place of Business c) Type of Business d) HSN Code, its description & rate of applicable GST for the offered material e) Whether registered under Composite scheme of GST (Y/N). It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST. Please submit your GST registration certificate. Note: TDS as per Statutory guidelines will be deducted at source. Kindly submit your offer accordingly.	
26.	Submission of offer:	All envelopes to be marked with whether “Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid & PQR” (Part-1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
27.	Integrity Pact	Please submit signed integrity pact as per Annexure-1, along with your offer. The offers of vendor / vendors not submitting integrity pact would likely to be ignored.	
28.	General Terms:	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance does not receive within 15 days of order placement, PO deemed to be accepted by you. Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1). 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. Please mention separately Packing and Forwarding charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm. Please mention separately Freight charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm. Confirm that prices will remain firm and fixed during the entire validity and execution of the project.	
29.	Delivery Period	Kindly quote the delivery period in no. of weeks/months from the date of issue of purchase order. Early delivery w.r.t. enquiry delivery shall not be acceptable.	
30.	Manufacturing Clearance.	In case of ordering, vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. No manufacturing is to be started without getting clearance from BHEL. Kindly confirm.	
31.	Force Majeure	Kindly confirm Force Majeure shall be applicable as per GISTC, as applicable (copy enclosed). Please confirm all three clauses as per GISTC.	

32.	Purchase Preference for (Make In India)	<p>For this procurement, the local content to categorize a supplier as a Class-I 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 the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”</p> <p>The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification (Format enclosed) that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.</p>	
33.	Performance Bank Guarantee (PBG)	<p>Kindly confirm your acceptance to submit, Lot wise, PBG (performance bank guarantee) for 5.0% of the Lot wise order value (Material Cost). Lot wise PBG should be valid for entire Guarantee/Warranty Period. PBG shall be submitted before negotiation of the documents. The PBG acceptance / receipt certificate will be a part of the negotiable documents.</p> <p>The PBG should be in BHEL’s PBG format and should be from one of the Indian branch of BHEL consortium banks or from a reputed bank and confirmed by Indian branch of Consortium Banks of BHEL. The PBG confirmation charges shall be borne by vendor. The Performa of Bank Guarantee and the list of BHEL consortium bank are displayed at BHEL website www.hwr.bhel.com.</p> <p>This should be read and complied in conjunction with Bank Guarantee clause in General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC)</p> <p>Please note that, no deviation in submission of Bank Guarantee is acceptable. The offers of the vendors not agreeing to submit PBG is likely to be rejected by BHEL and no further communication in this regards will be entertained.</p>	
34.	Reverse Auction (E-bidding)	<p>BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Kindly give your acceptance for participation in RA.</p> <p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.</p> <p>Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”</p>	
35.	Recommended Spares	<p>Please submit item wise price list of each item referred in BHEL specification no ST51027 (Recommended Spare Parts) for Talcher Project. These prices shall be used for our reference and future ordering (if required) and not to be considered for Evaluation.</p>	

<p>36.</p>	<p>Integrity Pact</p>	<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="475 286 1273 470"> <thead> <tr> <th>SI.</th> <th>IEM</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Shri Otem Dai, IAS (Retd.)</td> <td>iem1@bhel.in</td> </tr> <tr> <td>2.</td> <td>Shri Bishwamitra Pandey, IRAS (Retd.)</td> <td>iem2@bhel.in</td> </tr> <tr> <td>3.</td> <td>Shri Mukesh Mittal, IRS (Retd.)</td> <td>iem3@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>	SI.	IEM	Email	1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	
SI.	IEM	Email													
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in													
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in													
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in													
<p>37.</p>	<p>Conflict of interest</p>	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> they have controlling partner(s) in common; or they receive or have received any direct or indirect subsidy/ financial stake from any of them; or they have the same legal representative/agent for purposes of this bid; or they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or <p>Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or</p> <p>In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:</p> <ul style="list-style-type: none"> The principal manufacturer directly or through one Indian agent on his behalf; and Indian/foreign agent on behalf of only one principal, or <p>A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or</p> <p>In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business.</p>													
<p>38.</p>	<p>Special Instruction:</p>	<p>Kindly confirm the following points:</p> <p>For Talcher Project:</p> <p>1). BVMS is required for 660 mw turbine, with two numbers dual flow LP turbines. Bidder to offer system for monitoring blade vibrations on both sides in each LP turbine for last stage (L-0) only. this means one LP turbine includes 2 nos of IO stage</p> <p>2). items shall be dispatched in suitable "wooden boxes with multiple steel</p>													

	<p>strips around, which can withstand transit movement, local environment and moisture/ water.</p> <p>3) All mandatory spares items against wo no-10867w55402 (material code W99318118015) should be packed separately with proper labelling like item description PO No etc. in separate green color painted wooden boxes." mandatory spares" should be mentioned on box.</p> <p>4). Packing list should be pasted on each boxes of main and mandatory spares.</p> <p>5). For Indigenous Items: Before shipment of material, vendor has to obtain QR code from BHEL and these QR codes. QR codes (properly laminated) shall be affixed on packages/boxes/crates/bundles of material to be supplied.</p> <p>6). While packing the material following is to be ensured:</p> <p>a). Material of unit-1, unit-2 and mandatory spares need to be packed 10866P11501 in separate boxes.</p> <p>b). Loose items (if any) needs to be packed in boxes/crates or bundled together.</p> <p>c). For loose items one marker board needs to be send for each bundle for fixing 10866P11501 RFID Tag at site.</p>	
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Signature of supplier with Seal



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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27. NOTE..... 12

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.

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



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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,



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)

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.

**BHARAT HEAVY ELECTRICALS LIMITED, HARIDWAR**

CONTROL & INSTRUMENTATION ENGG (CIE)

PRE-QUALIFICATION REQUIREMENT

DOC NO. CIE/BVMS/PQR/ 20231274

Dt: 11.08.2023 R00

SL. NO.	PARAMETER	DETAILS	REQUIRED DOCUMENTATION/ CONFIRMATION	BIDDER RESPONSE
1a)	ITEM NAME	BLADE VIBRATION MONITORING SYSTEM (BVMS)		
1b)	ITEM DESCRIPTION/ APPLICATION	BVMS system is used in Turbine for continuous monitoring of blade vibrations, clearance and blade deflection in real time.		
1c)	ITEM MAT. CODE	W90318118114,W99318118015,W90318118122		
1d)	Technical Features	1) The On-line integrated system shall consists of suitable number of Non-contact eddy current/inductive/magnetic sensors, including hardware, software for monitoring blade vibrations for last stage (both Turbine end & Generator end) of low pressure turbines. 2) Installation and commissioning of sytem.		
2a)	Bidder Criteria	Bidder shall be manufacturer or authorized supplier of OEM. Letter of authorization or suitable documents shall be submitted for the same.	REQUIRED	
2b)	Bidder Experience	1) Bidder/sub-vendor should have designed, engineered, supplied, installed and commissioned at least one (1) number of Integrated On-line Blade Vibration system for health monitoring/Crack Detection of free standing blades of Low Pressure Turbine of Steam Turbine Generator set of 200 MW or above capacity. This integrated system* should have been in successful operation at each installation for at least 7000 operating hours prior to the date of techno-commercial bid opening (06.06.2022).The Bidder should offer and supply the integrated system* of same Make and type for which it/its sub-vendor meets the above requirement. OR 2) The Bidder/sub-vendor should have designed, engineered, supplied, installed and commissioned at least one (1) number of On-line Blade Vibration integrated system* for health monitoring/Crack Detection of free standing blades of Compressor/Turbine of Gas Turbine Generator set** of 200 MW or above capacity. This integrated system* should have been in successful operation for at least 7000 operating hours prior to the date of technocommercial bid opening (06.06.2022). The Bidder should offer and supply the integrated system* of same Make and type for which it/its sub-vendor meets the above requirement. Note: * integrated system means complete system combining both hardware and software and sensors mounted inside turbine casing, directly seeing the blades in non-contact manner. ** In case of combined cycle gas stations, Gas Turbine Generator set capacity means capacity exclusively of Gas Turbine Generator set.	Documents required	
3	ADDITIONAL REQUIREMENTS	BVMS provenness- Attachment 3k format (to be filled by BVMS vendors for seeking NTPC approval)	REQUIRED	
3c)	OTHER REFERENCES	Bidder to furnish their complete reference / experience list for our review	REQUIRED	
4	CONFIRMATION / DECLARATION	BHEL reserve the right to verify the information submitted by Bidder. In case the information is found to be false / incorrect, the offer shall be rejected. Bidder to confirm.	Confirmation required	

Prepared By

Anjani Kumar
Dy. Manager/CIE

Checked By

Saswati Srivastava
AGM/CIE

Approved

Vinod Kumar
11/8/2023
AGM/CIE & TSX

**TALCHER TPP STAGE-III (2X660MW), EPC PACKAGE
BIDDING DOCUMENT NO. CS-4540-001A-2
(Experience Details)**

Bidder's Name and Address:
BHEL, Haridwar

To
Contract Services-II
NTPC Limited
Noida-201301

S. No.	Item Description	Installation-1
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ONLINE BLADE VIBRATION MONITORING
SYSTEM FOR LOW PRESSURE (LP) TURBINES
(IN CASE FREE STANDING BLADES ARE
OFFERED)

~~(Refer Cl. 4.18, sub-section: I A, Part A,
Section VI of Bid Documents)~~

(Refer PQR criteria for filling the format below)

- | | | |
|---------|---|--|
| 1.01.00 | Name, Address, Telephone No.
Manufacturer | |
| 1.02.00 | Name of the Station and
its Location | |
| 1.03.00 | Client Name and its Address,
Fax No. & Tel. Nos. | |
| 1.04.00 | Name and Designation of
the responsible person in
Client's Organisation | |
| 1.05.00 | Contract No. & Date | |
| 1.06.00 | a) Capacity in MW of Unit
and No. of Units of steam turbine generator set

b) Capacity in MW of Gas turbine generator set
(In case of combined cycle gas station) | |
| 1.07.00 | a) Whether system installed
in Steam turbine Generator set

b) Whether system installed
in Compressor/Turbine of | |

Signature of authorized signatory.....

Gas Turbine generator set

- 1.08.00 Starting Date of Work/
Date of Order
- 1.09.00 Scheduled Date of Completion
- 1.10.00 Actual Date of Completion
- 1.11.00 Date of Commissioning
of System/Package
- 1.12.00 a) Whether the System/Equipments
are in Successful Operation for at
least 7000 operating hours
prior to the date of techno-
commercial Bid opening

b) End user certificate for successful
operation is attached at _____
- 1.13.00 Date of Commencement of Successful
Operation
- 1.14.00 Brief Scope of Work
- 1.15.00 Brief Technical Particulars of
the System/Package/Equipments:
 - (i) Designed by
 - (ii) Manufactured by
 - (iii) Engineered by
 - (iv) Supplied by
 - (iv) Erected/Installed by
 - (iv) Commissioned by
 - (v) Type of sensor used
 - (vi) Whether VMS is on line
 - (vii) Whether VMS is integrated
 - (viii) Whether VMS is for health monitoring
Or crack detection

Signature of authorized signatory.....

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

		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	FOR CUSTOMER USE	
MANUFACTURER/SUBCONTRACTOR		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

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

Format for Self Certification under preference to Make in India order

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, we hereby certify that we M/s _____ (supplier name) are local supplier. The percentage of local content in the items _____ offered by us against Enquiry No. _____ is _____% (percentage).

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

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

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 _____

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

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

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

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

 For & On behalf of the Principal
 (Office Seal)

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

Place _____
 Date _____

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

	PROJECT-TALCHAR 2X660 MW	DRAWING NO-418150G3001 REV 00 DATE-11.08.2023	
Blade Vibration Monitoring System Mandatory Spares			
Sl No.	Description of Items	Units of item	Quantity
1	Sensors	No.	20 % of full set or minimum 2, whichever is more
2	Brackets, Fixtures	No.	20 % of full set or minimum 2, whichever is more
3	Internal cabling	Length,M	20 % of full set or minimum 1 run of each type, corresponding to maximum length used in the system
4	External Cabling	Length,M	20 % of full set or minimum 1 run of each type, corresponding to maximum length used in the system
5	Special conduits/ vacuum pass through	Length,M	20 % of full set or minimum 1 run of each type, corresponding to maximum length used in the system
6	Input card	No.	10 % of full set or 1 number, whichever is more
7	Output Card	No.	10 % of full set or 1 number, whichever is more
<p>NOTE:-1. Full set means, Quantity corresponding to Integrated system for L-0 stage (Turbine and Generator end) . This means, Instrumentation etc for Four Nos LP Turbines (2 ST of TALCHER) for L0 stage.</p> <p>2. During Calculation if offered Spare Quantity comes to fraction,Then it should be rounded to next Higher Integer.</p>			

Prepared By
Anjani Kumar
-SD-

Checked By
Saswati
-SD-

Prepared By
Vinod kumar
-SD-



उत्पाद मानक

ST 51027

PRODUCT STANDARD

पृष्ठ 8 का 1

Page 1 of 8

दिनांक एवं हस्ताक्षर
SIGN & DATE

सुपेersedes
INVENTORY NO.

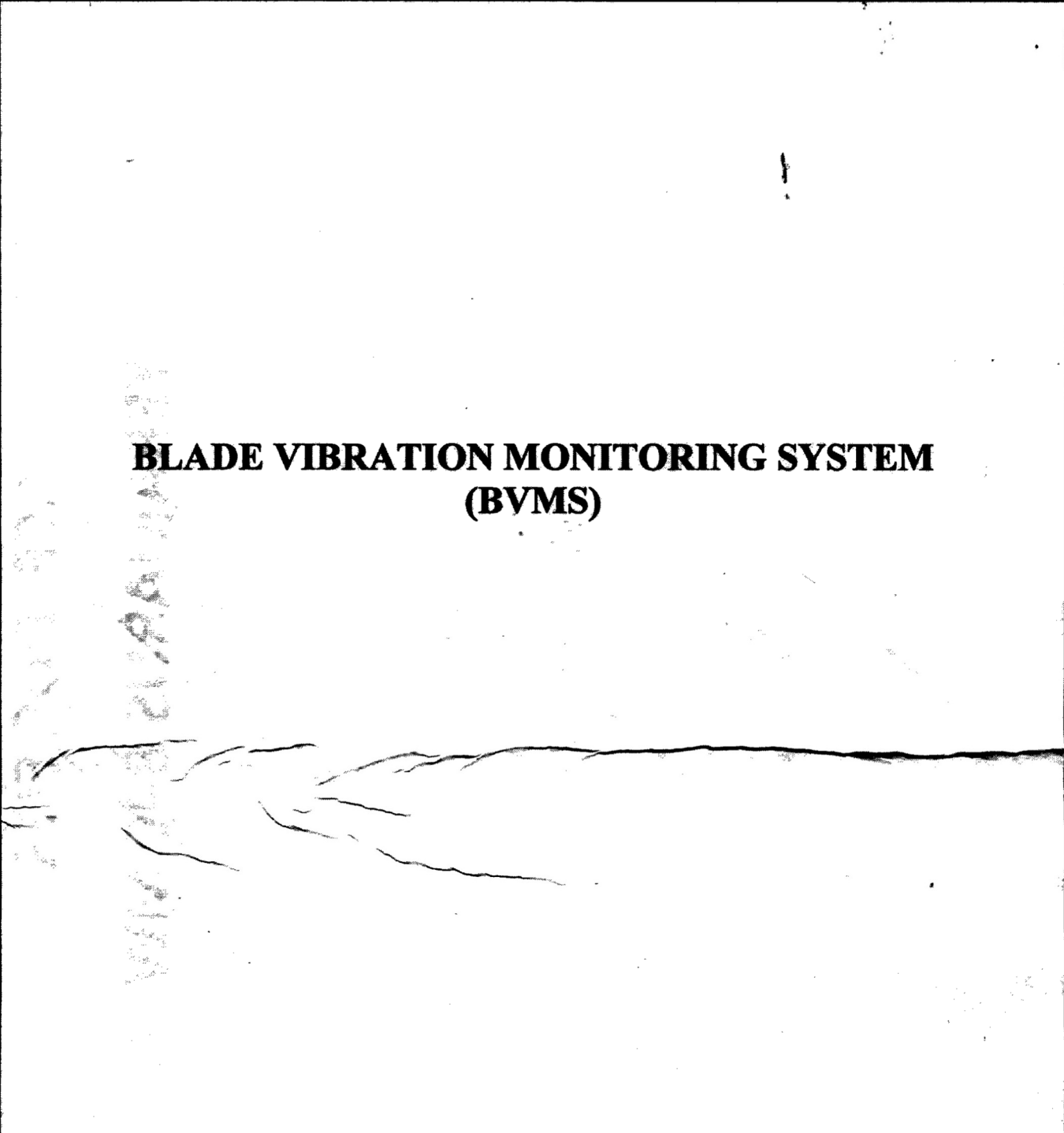
प्राचीन सूची संख्या को
अतिरिक्त करना है

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स्वतंत्राधिकार एवं गोपनीय
इस प्रलेख में दी गई सूचना भारत भारती भारती-विद्युत कर्मियों की संपत्ति है इसका प्रयोग एवं आसारक रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में अतिकारक हो, कर दिया जा, ।


दिनांक
SIGN & DATE

सुपेersedes
INVENTORY NO.



BLADE VIBRATION MONITORING SYSTEM (BVMS)

				नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE
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AGREED DEPT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	पर्यवेक्षणकर्ता SUPERVISED BY	KBB	<i>[Signature]</i> 18/2/15
स्वीकृति APPROVED : K.B.BATRA , AGM (CIE & TCX)			जारी ISSUED : TSX		स्ट ST 2.60
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 भारतीय प्रौद्योगिकी संस्थान की
 संपत्ति है।

BLADE VIBRATION MONITORING SYSTEM (BVMS FOR LP TURBINE AT THERMAL POWER PLANTS)

1.0 Objective: This specification covers the design, supply & erection/ execution of BVMS system for Steam Turbines of various ratings.

2.0 Scope of supply: The scope of supply of BVMS system shall be as per the details given in this specification. However, project specific details will be covered in project data sheets which include

- (i) Project rating
- (ii) LP turbine drawings & details for mounting purpose.
- (iii) Blade (operational data) detail and its Axial/radial movement range.

Project details shall be furnished along with enquiry.

3.0 Applicable codes & standards:

BHEL experience and Product catalogues.

4.0 Application Range:

- Operating temperature Range for
- a) Probes: 0 to 200° C
 - b) Preamplifiers: 0 to 90° C
 - c) Data acquisition system: 0 to 60° C
- Rotor Speed: 3000 rpm (Over speed 3750 RPM)
 Deflections: 3 µm to 30 mm
 Blade count: Refer project data sheet

5.0 System Components: The system consists of sensors, preamplifiers, data acquisition system, software package, operator interface, rack, interconnecting cables and mounting accessories.

All equipment to make the system completely functional as per the requirements of this specification and to be provided by the bidder irrespective of whether it is explicitly specified or not.

5.1 Sensors and Mounting Accessories:

Sensors are required for blade tip timing which should sustain harsh, humid, low pressure, maximum 200° C temperature environment existing at LP Turbine last stage blades along with suitable cables and BNC connectors. Selection of sensor type, numbers & locations suitable for this application to be determined by bidder and shall be subject to BHEL approval depending upon functional requirements. Vendor to provide appropriate details in support of selected type of probes.


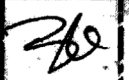
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 इस दस्तावेज में दी गई सूचना भारत भारी प्रौद्योगिकी की संपत्ति है। इसका प्रयोग एवं प्रसारण के बिना इस दस्तावेज के बिना किसी भी उद्देश्य के लिए नहीं किया जा सकता है।

दिनांक एवं हस्ताक्षर
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 19/10/15

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Additional requirements:

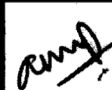
1. Dimensional details of blades will be given in project datasheets.
2. The sensors should withstand the last stage LP steam, vacuum and temperature environment which are typically from 0.1 to 0.2 Kg/cm² absolute.
3. The speed of rotation of the blades shall be from zero to 3000 RPM with 25% over speed
4. Integral cable shall be provided with sensors of minimum length of 20 m from sensor to preamplifier.
5. Multiple sensors with redundancy for mid chord measurements to be provided, catering to both the stages of the turbine
6. Conduited cables to be provided to protect from steam environment with Vacuum sealing at every outlet from Turbine casing.
7. Suitable holders and shims to be provided for holding sensors and conduited cables onto the casing to be provided to with stand vacuum pulling force.
8. Vacuum sealing provision at casing penetration.
9. Required tools and fixtures for installation of sensors, conduited cables and other peripherals up to the main system installed in control room.
10. The sensors should withstand without any signal distortion, the magnetic field of at least 10 Gauss prevailing near the LP turbine. Suitable test reports to be submitted after order placement.


5.2 Preamplification:

Suitable number of Preamplifiers to process the signals from sensors. These shall be suitable for field installation near the turbine. Integral cable shall run upto these preamplifiers. Protection class shall be IP 65 or better.

5.3 Data Acquisition system:

1. System is required to take the analog signals from the preamplifiers and convert them into timing data which can be further analysed for useful information and software processing.

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2. Data acquisition system shall be furnished in form of 19 inches rack mounted in suitable cabinet. Size of cabinet to be informed in the bid. Cabinet will be placed in control equipment room of power plant.
3. Protection class shall be IP 32 or better.
4. System shall be suitable for operation at 230 V UPS supply. Load details to be furnished by the bidder.
5. OPC interface to be provided for connection to BHEL's DCS. Details shall be finalised during project execution. One signal of phase measurement shall be provided by BHEL.

5.4 Software Package:

5.4.1 Analysis – To monitor the following parameters for each blade:

1. Lean / deflection and tip clearance at leading edge, mid chord and trailing edge in mm
2. Twist (Between Leading Edge and Mid Chord, Mid chord and trailing edge and leading edge to trailing edge) in mm
3. Asynchronous component vibration amplitude, frequency and phase
4. Synchronous component vibration amplitude, frequency and phase
5. Inter Blade Spacing
6. Campbell Diagram

5.4.2 Real Time Display:

1. Instantaneous raw sensor output plot with refresh rate not more than one Second.
2. Sensor health status as per minimum voltage settings of sensor output.
3. Date, Time and minimum five more user configurable operating parameters from OPC list on all displays.
4. Time Plots of Blade Lean, Twist, Synchronous and Asynchronous Vibration, Phase, Amplitude, Damping Factor and Resonance Hz/RPM
5. Blade frequency Spectrum of each blade showing vibration mode
6. Campbell diagram of each blade and all blades together
7. Menu to enable sensor trigger settings

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5.4.3 Archiving of following Data:

1. Blade Lean, Twist, tip clearance, synchronous and Asynchronous Vibrations and OPC data
2. Trigger for archiving shall be based on user defined time interval or change of any blade parameter or any data from the OPC list. This shall be defined during system configuration
3. Data to be stored with Date and time stamp in ASCII format along with user selected OPC data
4. Rate of archiving of at least 1 Hr time interval
5. Trending on weekly, monthly and yearly basis
6. Automatic Archiving during transients like coast up and coast Down conditions
7. Format of archived data shall be compatible with MS Excel/ CSV format
8. System shall be capable of generating user defined plots during various modes of operation

5.5 Remote Connectivity:

1. It is intended to connect various sites (where BVMS is installed) with web enabled remote monitoring. Hardware for remote connected monitoring shall be placed at Haridwar, India.
2. Recommendation on hardware for remote connectivity to be provided by vendor. Optional price to be furnished by bidder.
3. All software required for remote connectivity to be provided by vendor.

5.6 Hardware for rack mounted system:

1. Rack Mounted, Industrial Grade, 64 bit PC based Data acquisition and processing system with minimum 8GB RAM. Processor: Intel i-7 or better,
2. 2.3 GHz or better processor, OS Windows 7 professional and MS Office suite for system
3. Minimum hard disc of 1TB each for rack mounted PC
4. LCD monitor of at least 19" for both rack mounted system
5. Minimum three Ethernet and three USB ports with the system
6. The minimum configuration of Hardware and Software of the entire system to meet the overall specifications of BVMS shall be offered.

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 इस प्रलेख में की गई सूचना भारत की ही इस्तेमाल की जाएगी। यह सूचना किसी भी प्रकार से बिना अनुमति के न होनी चाहिए।

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 INVENTORY NO.
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आपका उपयोग किसी भी प्रकार प्रतिकार, जो कि कंपनी के हित में अधिमानतः होना चाहिए।

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7. The system should work on 230 V AC +/- 10% power supply @ 50Hz.

6.0 Tests:

6.1 Routine Tests:

Following tests should be carried out by the vendor on each piece of sensor, preamplifier and data acquisition system.

- 1. Visual inspection and dimensional check
- 2. Functional test for sensor, preamplifier and data acquisition system
- 3. Burn in test for data acquisition system modules (for 48 hrs. at 55°C)

6.2 Type Tests:

Type Test reports shall be furnished for the following additional tests on electronic modules as per IEC 60068

- 1. Damp Heat Test
- 2. Temperature Cycle Test
- 3. Dry Heat Test
- 4. Vibration Test

Degree of protection test as per IS 13947 shall be furnished for preamplifier and data acquisition system.

7.0 Test Certificate:

Each piece of sensor/ preamplifier/ data acquisition system shall accompany with 3 copies of the tests certificate with:

- i) Name of equipment
- ii) Name of manufacturer
- iii) Serial no & model no of equipment
- iv) Date of testing

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8.0 Training:

1. Training should be given at BHEL/Site for minimum FIVE working days on the hardware and software contents of BVMS along with a set of hard copy and soft copy of training manuals.
2. Vendor should enable BHEL Engineers to install and maintain the system independently.
3. For this all necessary installation and maintenance methodologies, debugging features to be provided.
4. Vendor should clearly bring out the methodology of estimating blade parameters like lean, twist, clearance, blade spacing, asynchronous vibration, synchronous vibration and Campbell diagram from raw sensor signal.

9.0 Configuration capabilities:

Configuration of the following as chosen by the user

1. Parameters for Real Time Displays
2. Parameters for Archiving of Data
3. Parameters for commissioning Report Generation
4. Parameters for Data Storage and archiving
5. Automatic status reports (periodically)
6. Web management of reports (periodically)

10.0 Accessories & Cables:

Offer shall include all the accessories required for normal operation of equipment. All types of special cables to be included in the offer.

11.0 Installation & Commissioning:

Supervision of installation of sensors, cables and complete system shall be in vendor's scope. Commissioning of complete system shall be in vendor's scope. Charges for the same should be quoted separately. Vendor shall be responsible for satisfactory functioning of the system. Commissioning report to be generated and to be verified by BHEL Engineer.

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सुपरसेडिंग नंबर INVENTORY NO.		12.0 Predispatch inspection: Inspection shall be carried out by BHEL Haridwar or their nominated agency. Vendor shall give minimum of 3 weeks notice for inspection along with internal test certificates. Manufacturer's Test Certificate required and shall be provided before dispatch. Material shall be dispatched by vendor only after getting clearance from BHEL.	पृष्ठ 8 का 8 Page 8 of 8								
कॉपीराइट और कॉन्फिडेंटियल <small>The information on this document 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.</small>		13.0 Documentation with and after bid: Following documents to be furnished with bid- <ol style="list-style-type: none"> 1) Details of sensor type and quantity of sensors 2) System overview showing sensors, preamplifier, data acquisition system, workstation etc. 3) Deviations from specifications, if any. 4) Experience list for similar systems. 5) Complete technical literature including sensor catalogue, system catalogues etc. Datasheets & wiring diagram of complete system (including sensors, sensor cabling, preamplifier, data acquisition system, mounting arrangement, operator interfaces and remote connection provision etc.) shall be furnished for BHEL approval. Operation & maintenance manual shall be furnished before supply of equipment.									
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दिनांक एवं स्थिति SIGN & DATE	19/9/15	15.0 Warranty: All supplied items to be provided with warranty for 18 months from date of dispatch or 12 months from erection and commissioning whichever is later.									
सुपरसेडिंग नंबर INVENTORY NO.	P.6664	16.0 Cross referred standards: IS 13947 and IEC 60068	<table border="1"> <tr> <td>निर्माणाकर्ता WORKED BY</td> <td>AKG</td> <td></td> <td>19/9/15</td> </tr> <tr> <td>जांचकर्ता CHECKED BY</td> <td>BSR</td> <td></td> <td>19/9/15</td> </tr> </table>	निर्माणाकर्ता WORKED BY	AKG		19/9/15	जांचकर्ता CHECKED BY	BSR		19/9/15
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