

TENDER ENQUIRY NO.: X/6620/2022/0594/C/1

TERMS & CONDITIONS FOR RATE CONTRACT

PRE-FAB. M/C & FAB. ONLY OF SUPPORT STRUCTURE WITH PAINTING, PRESERVATION WITH PARTY MATERIAL

NIT-Notice Inviting Tender

Salient Details of Notice Inviting Tender (NIT)		
Sl. No.	Issue	Description
1.	Item details	As per Enquiry Annexure X/6620/2022/0594/C/1
2.	Issue of Tender Documents	From BHEL eProcurement website https://eprocurebhel.co.in/nicgep/app (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
3.	Due Date Of Offer Submission	Date: 07. 03.2023 Time: 13:45 hrs https://eprocurebhel.co.in/nicgep/app Offer to be submitted in online only through e-procurement Portal. (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification etc. before submitting offer).
4.	Opening of Tender (Techno-Commercial Bid)	Date: 07.03.2023 Time: 14.00 Hrs Notes: <i>This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.</i>
5.	Cost of Tender	INR 2000/- (If hard copy of tender document is required from BHEL otherwise not applicable.)
6.	EMD (Earnest Money Deposit)	Rs. 2,00,000.00
7.	Schedule Of Pre-Bid Discussion	Not Applicable
8.	Integrity Pact & Details of Independent External Monitor (IEM)	Required
9.	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL e-tender portal https://eprocurebhel.co.in/nicgep/app and not in the newspapers. Bidders to keep themselves updated with all such information

Please submit your offer only for the above requirement subject to our **GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS (Version: June-2021, Rev.06)**. Please visit our site hwr.bhel.com for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for Registered Vendors.

Tender Fee & EMD (If Applicable) will be submitted in the form of Pay Order / Demand Draft (drawn in favor of 'BHEL HARIDWAR') only. It may be noted that if hard copy of any tender document is required, then the same may be collected against copy of Pay Order / Demand Draft of requisite tender fee (while original to be submitted with Part-I).

TENDER ENQUIRY NO.: X/6620/2022/0594/C/1

If EMD is not submitted along with the offer, then the offer may not be considered.

For E-Payment, the RTGS details are mentioned as below:

Bank Details	SWIFT Details of bank
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO.: SBININBB225 CC ACCOUNT NO.: 10667995458 IFSC CODE: SBIN0000586

As per notification reference no. NSIC/HO/GP/15(4)/2013-14 dated 07.07.2013 Micro & Small Enterprises (MSEs) are not required to submit Tender fees. A Valid MSE certificate such as Udyog Aadhar (UAN)/Udyam Certificate/NSIC/EM (Part-II) etc. issued from competent authority shall be submitted in support of Micro & Small Enterprises (MSEs).

“As per the OM No. F. No. 1(2)(1)/2016-MA dated. 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.”

Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.

BHEL will forfeit the EMD if, the successful bidder / vendor refuses to honor the order after award of the same on him and / or withdraws his bid and / or unilaterally changes the offer and / or any of its terms & conditions within the validity period.

INSTRUCTIONS TO BIDDERS FOR SUBMITTING OFFER

TECHNICAL QUALIFICATION: Technical Requirement, Pre-Qualifying Requirements/PQR to be submitted. It is the mandatory requirement. Offer of vendors not meeting these requirements may not be considered.

ESSENTIAL INSTRUCTIONS

The tender shall be **submitted in two parts** in separate cover as described below on or before the due date:

Part I (Cover-1) - Containing the following:

1. Techno -Commercial Bid
2. Tender Fee & EMD (Earnest Money Deposit) Or Valid certificate/Document towards exemption of Tender fee and/or EMD (applicable for Micro and small Enterprises, Central / State – PSUs / Government departments, PMD vendors etc.)

Part II (Cover-2) - Containing Price Bid in attached Format

Bidders against tender will necessarily have to obtain class – III DSCs. Procedure for application available on hwr.bhel.com.

E-Procurement Portal Inputs

Procedure for Submission of Offer for E – Tender-Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app> . Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

Hardware and Software requirements for participating in e-tender

TENDER ENQUIRY NO.: X/6620/2022/0594/C/1

Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocurebhel.co.in/nicgep/app>

Digital Signature

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website [http://www.bhel.com/home.php/Tender Notifications/Sample Checklist](http://www.bhel.com/home.php/Tender%20Notifications/Sample%20Checklist).

NIC portal Helpdesk Contacts

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Note

Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.

The Tenderers must submit their Tenders, as detailed below:

SPECIAL NOTE: All documents to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for incomplete documents.



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: 01334-285120

Tender No.: X/6620/2022/0594/C/1

Date: 30.01.2023

SUBJECT: OPEN-TENDER FOR PRE-FAB. M/C & FAB. ONLY OF SUPPORT STRUCTURE
WITH PAINTING, PRESERVATION WITH PARTY MATERIAL

Online offers are invited through e-procurement portal <https://eprocurebhel.co.in/nicgep/app> from suppliers for the supply of the items.

TERMS & CONDITIONS FOR RATE CONTRACT

(FABRICATED SUPPORT STRUCTURE WITH PARTY MATERIAL)

The items' names and drawing nos. mentioned in the enquiry is for **reference only**. Reference drawings are also enclosed for having a general idea of the tender.

1. SCOPE OF WORK: -

- 1.1 This **Rate Contract** is for Fabrication with painting and preservation of SUPPORT STRUCTURE as per BHEL drawings conforming to their technical requirements exclusively with Party/vendor's Material.

Items (for reference only):

Sr. No.	Item Description	Drawing No.	Tentative Weight(Kg.)/pc	QTY (in no.)	Tentative Weight(Kg.)	Tolerance in weight
1	SUPPORT STRUCTURE	0170991900800	49216	3	147648	+/- 10%

- 1.2 Vendor scope includes complete manufacturing of item as per drawing including all NDT requirements, painting & preservation as per drawing.
- 1.3 Vendor scope also includes any mockup of assemblies, if required in drawing.
- 1.4 Transportation of items as per shipping list/packing list provided by BHEL to **Patratu site** is also in the scope of vendor.
- 1.5 The rate (s) should be quoted in **Rupees/Kg** on F.O.R. Patratu site address (**Ramgarh, Jharkhand – 829119**) basis.
- 1.6 For this proposed rate contract, maximum weight of any single element is approx. 1180 Kg. maximum length is approx. 10 meters
- 1.7 Total approx. weight of 1 set of Structure (01709919008-00) is approx. 50 Ton.
- 1.8 Variation in total weight may be 10%.
- 1.9 Delivery is 90 days from PO placement. If more than one qty is ordered on the same vendor, 120 days from PO will be the delivery for 2nd set.
- 1.10 One complete item (CBOM-01709919008-00, QTY=1 NO) to be ordered on one vendor.
- 1.11 All special tests viz., UT, RT, HYDRAULIC & KEROSENE etc. are to be performed as per drg. requirements.
- 1.12 Supplier must furnish material test certificates for all the items. Copies of the relevant certificates to be supplied to the BHEL.
- 1.13 Vendors to ensure:
- A. Vendor must fill in the rate in Rs. per Kg. in the Price Bid format through e-tender.**
- B. Submit duly signed and stamped filled in Annexure –A (Unpriced Bid) & Annexure-B (Terms & Conditions).**



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: 01334-285120

2. LOAD DISTRIBUTION: -

Load distribution of this enquiry will be as follows:

Sr. No.	Item Description	Drawing No.	Tentative Weight(Kg)/ pc	QTY. (in no.)	L1(Qty.)	L2(Qty.)
1	SUPPORT STRUCTURE	0170991900800	49216	3	2	1

Load distribution shall be done after counter offering finalized L-1 rate to L-2, L-3...L-n vendors (n is total suitable vendors) in sequential order.

- L-1 rates, as finalized, shall be counter offered to the other bidders in case of splitting of order. In case any bidder(s) do not accept the L-1 rates, the counter-offer may be extended to other bidders.
- If any of the vendors (L-2 to L-3 and so on) do not accept finalized L1 c/offer rate, then subsequent vendors will be treated as L-2 for load distribution purpose subject to their accepting finalized L-1 rate. For example, if L-2 doesn't accept finalized L-1 rate then L-3 will be treated as L-2 for load distribution purpose.
- If none of the vendor (L-2 to L-n or as participated in RA) accept the c/offer rate, then L-1 vendor shall be approached for quantity discount for that additional quantity and order will be placed on L1 vendor accordingly.

3. VALIDITY: -

This rate contract shall be valid for a period of **ONE YEAR** for issue of orders from the date of release of final contract.

4. SUBMISSION OF OFFERS: -

Open tender is hoisted on the <https://eprocurebhel.co.in/nicgep/app> and no hard copy of document is provided by BHEL, no tender fee shall be insisted upon from the bidders.

The offer is to be submitted in **two parts (Techno-commercial & Price bid)** on NIC portal only on website: <https://eprocurebhel.co.in/nicgep/app>.

BHEL reserves the right to reject any or all the tenders either in full or part thereof without assigning any reasons thereof.

5. DELIVERY DESTINATION & TRANSPORTATION: -

F.O.R. PATRATU SITE

Patratu site address is :

General Manager (Projects) , 3X800 MW Patratu STPP,
Patratu Vidyut Utpadan Nigam Limited,
PO – PTPS, Dist – Ramgarh, Jharkhand – 829119

Vendor to deliver SUPPORT STRUCTURE as per shipping list/packing list to Pataratu Site at their own cost.

(NOTE: -Documents required include inspection report, LR/GR copy, GC copy etc.)



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: 01334-285120

6. DELIVERY PERIOD: -

6.1. Delivery is 90 days from PO placement. If more than one qty is ordered on the same vendor, 120 days from PO will be the delivery for 2nd set. however, early delivery will be acceptable.

Detailed delivery condition after PO placement is as follows:

Sr. No.	Item Description	Drawing No.	Tentative Weight/ pc	Total QTY (in no.)	L1(Qty.) From PO date	L2(Qty.) From PO date
1	SUPPORT STRUCTURE	01709919008 00	49216	3	1 Qty in 90 days 2 Qty in 120 days	1 Qty in 90 days

➤ Delivery is to be made as per packing list/shipping list (in kg.) provided by BHEL.

7. INSPECTION: -

➤ Inspection by NTPC / PVUNL and BHEL / BHEL nominated inspection agency as per finally, NTPC / PVUNL approved QP only.
All facilities and equipment's, calibrated instruments and standard gauges required for inspection shall be provided by the fabricator/vendor during inspection. No additional charges will be paid on this account.

Tentative scope of inspection agency shall be as per the **attached sample QP**.

➤ Identification marks shall be punched on each item by the vendor i.e. Purchase Order No., Drawing No., IR No. etc. Aesthetic appearance is to be maintained as per drg. requirement.

➤ Raw material shall be procured from following PVUNL enlisted main steel producers only: -

SL. NO.	RAW MATERIAL DETAILS	APPROVED SOURCES	PLACE
1	PLATE	SAIL, JINDAL TATA, ESSAR, RINL ARECELLOR MITTAL GALATI	INDIA ROMANIA
2	STRUCTURAL STEEL	JSW, RINL, ESSAR, TISCO, LLOYEDS STEEL(UTTAM VALUE STEEL), ISPAT INDUSTRIES LTD., JSPL, SAIL	INDIA
3	CHS, SHS, RHS	TATA, APL APOLLO (MURBAD & SIKANDARABAD)	India
4	PIPE	BHEL APPROVED SOURCEES	India/Foreign
5	ROD/BARS	BHEL APPROVED SOURCEES	India/Foreign

➤ Vendors to submit detailed quality plan in BHEL QP format along with offer, for our review and approval. Sample QP is also attached for reference.

➤ Vendors should submit filled in NTPC/Customer approval SUB-VENDOR QUESTIONNAIRE &



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: 01334-285120

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MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT.

8. Late Delivery Clause: -

- 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. The date of LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.
- **Delivery to be made by vendor to site only after getting MDCC (Material Dispatch clearance certificate) from customer.**
- Vendors should submit all documents required for MDCC to BHEL, HEEP, Haridwar before dispatch to Patratu SITE.
- BHEL will obtain and issue MDCC to vendors, after receipt of all documents from vendors, within 10 days of document completion date. If there is any delay beyond 10 days after receipt of all documents required for MDCC, BHEL will issue PO amendment for the delayed period accordingly. The period of 10 days is inclusive in delivery period.

Detailed terms at clause 9.0 of GISTC Rev. 06, June 2021.

Kindly refer clause number 17 titled "Risk Purchase" for abnormal delays (beyond the maximum late delivery period as per LD clause).

9. PAYMENT TERMS: -

100% after receipt & acceptance of item/material at SITE & SRIV clearance, as per following:

- 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.

Detailed terms at clause 10.0 of GISTC Rev. 06, June 2021.

10. Reverse Auction: -

"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.

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."

For detailed terms and conditions of RA guidelines, kindly refer www.bhel.com.

11. EVALUATION OF BIDS:

- Vendors whose offer will be techno commercially qualified should submit filled in NTPC/Customer approval SUB-VENDOR QUESTIONNAIRE. **Their price bid will be opened only when the vendor is the approved by BHEL Customer (ref SUB-VENDOR QUESTIONNAIRE attached with this enquiry).**
- All vendors will be assessed on total cost to BHEL basis that includes freight, taxes, ITC etc.
- In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: 01334-285120

toss/draw of lots, in the presence of respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

12. GUARANTEE CERTIFICATE: -

The vendor shall warrant that the supplied fabricated assemblies comply fully with the drawings and other technical conditions. If the fabrications/items are found defective owing to faulty workmanship/incomplete work within a period of eighteen (18) months from Supply completion date.

Supply completion date shall be reckoned from the actual date of last supply made by the vendor (date of LR) for the quantities awarded (in terms of number(s) as detailed at clause 6 above).

During guarantee period, the vendor shall make good of items/replace the same free of cost. Alternatively, the rework/replacement charges may be recovered.

13. RECTIFICATION: -

Any defect (noticed at SITE) arising out of the fabrication/machining done by the Sub-Contractor, will have to be rectified or items replaced by the sub-contractor within 10 days of intimation of same at their own cost. Otherwise BHEL will be free to take necessary action as deemed fit and consequence/cost of the same will be to subcontractors' account.

14. GST: -

As per clause 11.0 of GISTC (attached). **At present GST rate applicable for this enquiry will be 18 %.** However, it will be as applicable as per Govt. guidelines/circulars.

15. GENERAL INSTRUCTIONS: -

- 15.1 No further sub-contracting to third party or sister concern by the sub-contractor is allowed Without prior permission of BHEL. If found guilty, will be debarred.
- 15.2 BHEL reserves the right to suspend/cancel the PO/Enquiry unilaterally without any financial repercussions, if Sub-contractor's performance is not found to be satisfactory.
- 15.2.1 BHEL reserves the right to revise the drawing after placement of purchase order. The prices in the purchase order will be amended according to revised drawing.
- 15.3 Please refer general instructions and standard terms & conditions (GISTC) for bidding against tender enquiry (version June-2021, Rev:06) the bidder/vendor must ensure compliance of these GISTC (version June-2021, Rev:06). Please refer <https://hwr.bhel.com>.
- 15.4 MSE suppliers are exempted for submission of EMD & Tender Fee.**
- 15.5 Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.
- 15.6 Documents submitted with the offer/bid by the bidder should be signed and stamped in each page by authorized representative of the bidder.
- 15.6.1 PQR required documents is to be submitted along with the Techno- Commercial offer (PART-I).
Note :- Offer shall be entertained only after submission of duly filled, signed and stamped PQR and relevant documents. Offers of the vendor(s) not submitting this may be ignored.
- 15.7 Vendor Contract clause regarding GST ITC and provision for E-Invoices:
 - (i) E-Invoicing under GST is being implemented w.e.f. 01.04.2022 for all the taxable persons having turnover more than Rs. 10 Cr. It has been specified by the Govt. that it is



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: 01334-285120

mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System.

- (ii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.
- 15.8 In case of ordering against the tender, vendor should submit their invoices against goods and services immediately after supply of goods & services but not later than 30 days from the invoice date. In case of delay, consequential losses like loss of input credit and non-availability of concessional forms etc. shall be to the vendor account.
- 15.9 The bidders against open tender will necessarily have to obtain class – III DSCs(Digital signature). Procedure for application is available on hwr.bhel.com.
- 15.10 **Following MSE conditions shall be followed: -**
MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of UDYAM Certificate.
Detailed MSE conditions is at clause no. 23.0 of GISTC Rev. 06, June 2021.
*** Govt. guidelines will supersede all clauses of this tender for MSE benefits to vendor(s).**

16. Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL:

SI	IEM	Email
1.	Shri 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

(b) **The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid).**

Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

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

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: 01334-285120

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clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

Name: R. R. Singh, Dy. Manager

Deptt: AIX-F (FBM)

Address: BHEL HEEP Haridwar

Phone: (Landline)

01334-285120/281501

Email: rrsingh@bhel.in

17. 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

Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

*18. "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 bidde,; 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:*

a) they have controlling partner (s) in common; · or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: 01334-285120

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parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; · or

e) Bidder participates in more than one bid in this bidding process.

Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal; ·

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; · or

*h) In case of **a** holding company having more **than** one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "*

- **Against vendor's replies, BHEL reserves the right to ask for more information/ documents / clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or doesn't meet the acceptance criteria. Time period for technical/commercial clarification is 3 days.**
- Amendments/Corrigendum, if any, will be hosted on designated web site/ GePNIC Portal only. Other terms and conditions will be as per tender documents.
- Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be out rightly rejected.
- In view of Covid-19 and present situation, the Tender Documents, Drawings, P.O copy etc. shall be sent by e-mails and shall not be sent in hard copies. Vendors to kindly note that the details sent by e-mail shall be considered for delivery against the finalized contract(s)/ P. O's placed.

****OFFERS SHALL BE ADMITTED THROUGH GePNIC PORTAL <https://eprocurebhel.co.in/nicgep/app> ONLY**



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
PHONE NO: 01334-285120

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Annexure – A (Unpriced bid)

FABRICATION OF SUPPORT STRUCTURE WITH PAINTING, PRESERVATION WITH PARTY MATERIAL

Sl. No.	Item Description	Drawing No.	Quoted/Not Quoted (Price not to quoted here)
1	SUPPORT STRUCTURE	0170991900800	

Note: Kindly do not quote any price in this annexure.

Authorised Signature:

(with date & seal of company)

Name of Supplier: -

**TERMS AND CONDITIONS FOR Enquiry No.X/6620/2022/0594/C/1 (Annexure-B)**

SL.	TERMS	VENDOR'S ACCEPTANCE/ REMARKS
1	Scope of Work: PRE-FAB. M/C & FAB. ONLY and WITH PAINTING & PRESERVATION is to be carried out by the vendor as per Drawing/Standard, QP and Technical requirements (clause no. 1 of Terms and Conditions of Enquiry)	
2	Load Distribution: We have read and accept clause 2 of T & C of Enquiry.	
3	Validity of rate Contract: The Rate Contract shall be valid for 1(one) Year from the date of award.(clause no. 3 of Terms and Conditions of Enquiry)	
4	Submission of offers: (clause no. 4 of Terms and Conditions of Enquiry)	
5	Delivery&Transportation: Quoted rates are on F.O.R. PATRATU SITE.(clause no. 5 of Terms and Conditions of Enquiry)	
6	Delivery schedule: Delivery 90 days from the date of PO placement.(clause no. 6 of Terms and Conditions of Enquiry)	
7	Inspection: Inspection shall be done as per clause no. 7 of Terms and Conditions of Enquiry.	
8	Penalty Clause: LD clause is applicable@0.5% per week or part thereof with a maximum limit of 10% of the delayed portion of the PO.(clause no. 8 of Terms and Conditions of Enquiry)	
9	Payment Term: 100% after receipt & acceptance (SRIV clearance) of item/material (clause no. 9 of Terms and Conditions of Enquiry)	
10	Reverse Auction: We accept Reverse Auction(RA) clause as per standard policy of BHEL (clause no. 10 of Terms and Conditions of Enquiry)	
11	EVALUATION OF BIDS: as per clause no. 11 of Terms and Conditions of Enquiry.	
12	GC: Guarantee Certificate shall be valid for 18 months from receipt of material. (clause no. 12 of Terms and Conditions of Enquiry)	
13	RECTIFICATION: We have read and accept clause 13 of T & C of Enquiry.	
14	GST: GST (Presently 18% for this enquiry) shall be applicable against documentary proof. Input Tax Credit shall be applicable and BHEL can claim benefit as per clause 14 of T & C of enquiry.	
15	General T&C: We have read clause no. 15 of terms and conditions of Enquiry and confirm to abide the same.(Clause 15.1 to 15.10)	
16	Integrity Pact: We have read and submitted the integrity pact (duly filled and signed & stamped as per Annexure) as per standard policy of BHEL (clause no. 16 of Terms and Conditions of Enquiry)	
17	Risk Purchase: We accept Risk Purchase clause as per clause no. 17 of Terms and Conditions of Enquiry.	
18	We accept clause no. 18 of Terms and Conditions of Enquiry.	
19	MSE: We are MSE vendor and have submitted Udyam Certificate against this enquiry.(if applicable)	
20	MII: We have submitted Make in India certificate (duly filled and signed as per Annexure).	
21	GISTC: We have submitted GISTC Rev: 06 (duly filled and signed as per Annexure).	
22	Rates have been quoted in indian Rupees on per Kilo Gram basis.	

Note: BHEL reserves the right to reject any or all the offers (on techno-commercial ground) without assigning any reason thereof.

(Vendor's signature with Stamp)

MANUFACTURER'S NAME AND ADDRESS:										MANUFACTURING QUALITY PLAN										TO BE FILLED BY BHEL										TO BE FILLED BY BHEL									
BHEL										VENDOR'S NAME:					Condensate tank Support structure					QP NO.					NTPC DOC NO.:														
										ITE M:					REV.					Dt.															28.01.23				
										DRG. NO.					As per P.O																								
										SPEC. REV					As per P.O					As per P.O															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																													
1	2	3	4	5	6	7	8	9	10		11																												
1 Raw Material (The material used shall be as per drawing and should be procured from NTPC/PVUN approved sources. Refer Annexure-II)																																							
1.1	Plates & Rolled Sections(As per drawing & specifications)	Chemical & Mechanical Properties, Dimensions	A	TC Verifications	100% 100% 100% 100%	Drawing, As per material standards referred in NTPC Specification(Annexure-I)	Drawing, As per material standards referred in NTPC Specification(Annexure-I)	Mfg. TC	P	V	V	V	V	V	V	V	V	V	V	V	V	Raw material TC shall be furnished for physical verification with traceability																	
2 In process Controls:																																							
2.1	Preparation																																						
2.2	Welding & Welder Qualification	Procedure Qualification	B	Review of documents	100% 100% 100% 100%	AWS D1.1/ASME SEC - IX	AWS D1.1/ASME SEC - IX	WPS, PQR, WPQ	P	V	V	V	V	V	V	V	V	V	V	V	Supplier will submit the applicable WPS, PQR, WPQ (Already established) for approval by BHEL before welding. W* for circular hollow section welder qualification to be witnessed by BHEL/BHEL TPIA																		
2.3	Fit up of child parts	Dimension, orientation & identification checks	B	Visual verification and measurement	100% -	As per Drawing	As per Drawing	Report	P	V	V	V	V	V	V	V	V	V	V	V																			
2.4	Welding Inspection	Visual Size & Weld Quality	C	Visual & Measurement	100% 10%	As per drawing & AWS D1.1	As per drawing & AWS D1.1	Records	P	RW	RW	RW	RW	RW	RW	RW	RW	RW	RW	RW	Random witness 10% of total weld																		

MANUFACTURER/ SUBCONTRACTOR		LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER S: SPG/Nominated TPIA B: BHEL / NTPC/PVUN APPROVED AND BHEL APPOINTED INSPECTION AGENCY N: CUSTOMER, LPT- LEQUID PENETRANT TEST, MPI- MAGNETIC PARTICLE TEST UT- ULTRASONIC TEST RT- RADIOGRAPHIC TEST 'P' PERFORMED BY SUPPLIER, 'W' WITNESS 'RW' RANDOM WITNESS 'RD' REVIEW DOCUMENT 'V' VERIFICATION OF REPORTS/RECORDS A-CRITICAL, B-MAJOR, C-MINOR		FOR CUSTOMER USE		APPROVED BY	
Main Supplier							

MANUFACTURER'S NAME AND ADDRESS:										MANUFACTURING QUALITY PLAN										TO BE FILLED BY BHEL	TO BE FILLED BY BHEL																		
VENDOR'S NAME:										Condensate tank Support structure										NTPC DOC NO.:																			
BHEL										ITE M:										Project:- Patratu(3X800MW),																			
										DRG. NO.										Package P:-																			
										SPEC.										Contract No:-																			
										REV										Main Contractor:- BHEL, Haridwar																			
COMPONENT & OPERATIONS										CHARACTERISTI CS										CLAS																			
SL. NO.										TYPE OF CHECK										QUANTUM OF CHECK																			
										M										S																			
										B										N																			
										4										5																			
										6										7																			
										8										9																			
										10										11																			
2.5 Finished Butt Weld: (If applicable)																																							
2.5a	Thickness > 25 mm	Weld quality	B	RT/UT	100%	10%	10%	-	AWS D 1.1/ASME SEC - V	AWS D 1.1/ASME SEC - V	AWS D 1.1/ASME SEC - V	RT/UT report	P	RW	RW	V	Random witness 10% of total weld joint length shall offered to BHEL.																						
2.5b	Thickness < 25 mm	Weld quality	B	MPI/LPI	100%	10%	10%	-	AWS D 1.1/ASME SEC - V	AWS D 1.1/ASME SEC - V	AWS D 1.1/ASME SEC - V	MPI / LPI Report	P	RW	RW	V	Random witness 10% of total weld joint length shall offered to BHEL.																						
2.5c	Finish butt weld of CHS (Circular Hollow Section)	Weld quality	B	RT/UT	100%	10%	10%	-	AWS D 1.1/ASME SEC - V	AWS D 1.1/ASME SEC - V	AWS D 1.1/ASME SEC - V	RT/UT Report	P	RW	RW	V	Random witness 10% of total weld joint length shall offered to BHEL.																						
2.5d	All fillet welds	Weld quality	B	MPI/LPI	5%	5%	5%	5%	AWS D 1.1/ASME SEC - V	AWS D 1.1/ASME SEC - V	AWS D 1.1/ASME SEC - V	MPI/LPI Report	P	RW	V	V																							
3.0	Heat Treatment(SR) for Thickness > 50 mm	Time & Temp	C	Review of SR Charts & Reports	100%	100%	100%	100%	AWS D1.1	AWS D1.1	AWS D1.1	HT Charts	P	V	V	V																							
4.0	Final Inspection:																																						
MANUFACTURER/ SUBCONTRACTOR										Main Supplier										FOR CUSTOMER USE										APPROVED BY									
LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER S: SPG/Nominated TPJA B: BHEL / NTPC/PVUN APPROVED AND BHEL APPOINTED INSPECTING AGENCY N: CUSTOMER, LPT- LEQUID PENETRANT TEST, MPI- MAGNETIC PARTICLE TEST UT- ULTRASONIC TEST RT- RADIOGRAPHIC TEST 'P' PERFORMED BY SUPPLIER, 'W' WITNESS 'RW' RANDOM WITNESS 'RD' REVIEW DOCUMENT 'V' VERIFICATION OF REPORTS/RECORDS A-CRITICAL, B-MAJOR, C-MINOR																																							

MANUFACTURER'S NAME AND ADDRESS:										MANUFACTURING QUALITY PLAN										TO BE FILLED BY BHEL		TO BE FILLED BY BHEL																								
BHEL					VENDOR'S NAME:			ITE M:		Condensate tank Support structure			QP NO.		REV.		Dt.		28.01.23		Project:- Parratu(3X800MW), Package:P:- Contract No:- Main Contractor:- BHEL, Haridwar																									
					CHARACTERISTI CS			TYPE OF CHECK			QUANTUM OF CHECK						REFERENCE DOCUMENT		ACCEPTANCE NORMS												FORMAT OF RECORDS				AGENCY				REMARKS							
											M																														S		B		N	
											100%																														10%		10%		10%	
4.1					Individual Inspection: Welded Structures, Column, Beam & Bracings			Size and overall dimension, length, orientations		B		Visual, Verification & Measurement		100%		10%		10%		10%		As per drawing		Conform to drawing		Dimensional report		P		RW		RW		V/		*RW		*RW for rolled section, V for rolled section for NTPC/PVUN								
4.2					Trial assembly of underdeck structure, A frame mockup, Fan Screen etc.			Dimension, Alignment		A		Visual, Verification & Measurement		10%								As per drawing		Conform to drawing		Dimensional report		P		W		W		W		a) Every 10 th fan underdeck structure sub assembly for each face/side to be check on horizontal plane. b) Mock up assembly of 10% A-frame on horizontal plane..										
4.3					Verification of completions			Dimensions and orientation		B		Visual and verification		100%		Random		Random		-		As per drawing, NDT and other reports		As per drawing and specification		Review of records		P		V		V		-												
4.4					Painting, Preservation and Protection			Finish and coating thickness		B		Visual and measure ment		100%		Random		Random		-		As per approved painting Scheme		As per approved painting Scheme by NTPC/PVUN		Painting Report		P		W		V		V												
4.5					Identification			Item part number as per drawing		C		Visual, Stencil g		100%		Rando m		-				Conform to drawing		Conform to drawing,		Report		P		V		V		V												

MANUFACTURER/ SUBCONTRACTOR	Main Supplier	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER S: SPG/Nominated TPIA B: BHEL / NTPC/PVUN APPROVED AND BHEL APPOINTED INSPECTION AGENCY N: CUSTOMER, LPT- LEQUID PENETRANT TEST, MPI- MAGNETIC PARTICLE TEST UT- ULTRASONIC TEST RT- RADIOGRAPHIC TEST 'P' PERFORMED BY SUPPLIER, 'W' WITNESS 'RW' RANDOM WITNESS 'RD' REVIEW DOCUMENT 'V' VERIFICATION OF REPORTS/RECORDS A-CRITICAL, B-MAJOR, C-MINOR											FOR CUSTOMER USE		APPROVED BY	

PATRATU SUPER THERMAL POWER PROJECT (3X800 MW)

AMENDMENT NO. 1 TO TECHNICAL SPECIFICATION (SECTION VI)				
Sl. No.	SPECIFICATION REFERENCE			READ AS
	SEC/ PART	SUB SEC.	PAGE No.	EXISTING

280	Part B	D-01 Civil Works	178 of 340	10.04.01	Mild steel a) Rolled Sections and plates shall be of grade designation E350 , Quality B0 (killed), conforming to IS 2062. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized and rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM –A578 level B-S2	Mild steel a) Rolled sections shall be of grade designation E250, Quality A/BR, Semi-killed/ killed conforming to IS 2062. All steel plates shall be of Grade designation E250, Quality BR (fully-killed), conforming to IS 2062 and shall be tested for impact resistance at room temperature. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM –A578 level B-S2
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10.04.02	Medium and High Tensile Steel Rolled Sections and plates shall be of grade designation E350 or higher, Quality B0 (Fully killed), conforming to IS 2062. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM –A578 level B-S2.			
EPC PACKAGE FOR PATRATU SUPER THERMAL POWER STATION EXPANSION PHASE-I (3X 800MW)		TECHNICAL SPECIFICATION SECTION-VI, PART-B BID DOC NO. CS--9585-001-2	SUB-SECTION-D-01 CIVIL WORKS	PAGE 178 OF 340

Annexure-II


SL. NO .	RAW MATERIAL DETAILS	APPROVED SOURCES	PLACE
1	PLATE	SAIL, JINDAL TATA, ESSAR, RINL	INDIA
		ARECELLOR MITTAL GALATI	ROMANIA
2	STRUCTURAL STEEL	JSW, RINL, ESSAR, TISCO, LLOYEDS STEEL(UTTAM VALUE STEEL), ISPAT INDUSTRIES LTD., JSPL, SAIL	INDIA
3	CHS, SHS, RHS	TATA, APL APOLLO (MURBAD & SIKANDARABAD)	India
4	PIPE	BHEL APPROVED SOURCEES	India/Foreign
5	ROD/BARS	BHEL APPROVED SOURCEES	India/Foreign

Sample QAP for Circular Hollow Sections

S. No.	Components & Operations	Characteristics	Class	Type of check	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	INSPECTION AGENCY				Remarks	
									M	SP	B	N		
1	2	3	4	5	6	7	8	9	10				11	
Raw Material Inspection														
A	HR Coil	1) Chemical Composition & Physical property	Major	Chemical analysis	Each RMTC	IS:10748 & IS:1161:2014	IS:10748 & IS:1161:2014	RMTC	R	R	R	R	From NTPC/ PVUN approved sources	
		2) Thickness	Major	Dimensional	Each coil			RMTC	R	R	R	R		
Pipe Inspection														
B	PIPE	1) Diameter	Critical	Measure	IS:4711:2008	Cl 6.2 (a) & Table 1 of IS:1161:2014	Up to & including 48.3mm: +0.4mm, -0.8mm Over 48.3mm: ±1.0% of OD	Dimensional Inspection	P	R				
		2) Thickness	Critical	Measure	IS:4711:2008	Cl 6.2 (b) & Table 1 of IS:1161:2014	± 10 % of Specified Wall Thickness	Dimensional Inspection	P	R				
		3) Length	Critical	Measure	IS:4711:2008	Cl.10 of IS:1161:2014 & As per P.O.	Cl.10 of IS:1161:2014	Dimensional Inspection	P	R				
		4) Bead Height	Critical	Visual & Measure	IS:4711:2008	As per P.O.	NML Practice-Max. 60% of Specified W.T.	Dimensional Inspection	P	R				
		5) Straightness	Critical	Visual & Measure	IS:4711:2008	Cl. 9 of IS:1161:2014	1/600th of Length	Dimensional Inspection	P	R				
		6) Pipe End	Minor	Visual & Measure	IS:4711:2008	Cl. 7 of IS:1161:2014 & As per P.O.	Plain Ends Square cut/ As per P.O.	Dimensional Inspection	P	R				
		7) Mass (Weight)	Major	Measure	IS:4711:2008	Cl 6.2 (c) & Table 1 of IS:1161:2014	Single Tube: ±10 % Lot (Min.10MT): ±7.5%	Dimensional Inspection	P	R	RW			
		8) Stamp	Critical	Visual	IS:4711:2008	Cl. 12 of IS:1161:2014	APLAPOLLO IS:1161, ISI Logo, With CM/L No., Grade	Dimensional Inspection	P	R				
		9.1) Bend Test Up to 60.3 mm OD	Critical	Visual & Measure	IS:4711:2008	Cl. 11.3.1 of IS:1161:2014	IS:2329:2005	Tensile Testing Report	P	R				
		9.2) Flattening Test Above 60.3 mm OD	Critical	Visual & Measure	IS:4711:2008	Cl. 11.3.2 & Table 4 of IS:1161:2014	IS 2328:2005	Tensile Testing Report	P	R				
		10.1) Tensile Test	Critical	Measure	IS:4711:2008	Cl. 11.2 & Table 2 of IS:1161:2014	GRADE Yield Tensile Stress Strength (MPa) (MPa) YST 310 310 450 14	Tensile Testing Report	P	R				
		10.2) Elongation	Critical	Measure	IS:4711:2008			Tensile Testing Report	P	R				
		11) Marking, Bundling & packing	Major	Visual	IS:4711:2008	IS:4711:2008	Cl 12 & 14 of IS:1161:2014 & As per P.O.	Cl 12 & 14 of IS:1161:2014 & As per P.O.	Dimensional Inspection	P	R			
		LEGEND: I RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. MANUFACTURER / SUBCONTRACTOR SP: SPG / PCTL B: BHEL / NOM. PECTION AGENCY N: PVUNL/NTPC R -PERFORM, R: REVIEW OF DOCUMENTS, RW: RANDOM WITNESS												
						FOR CUSTOMER USE								

	CORPORATE QUALITY ASSURANCE SUB-VENDOR QUESTIONNAIRE
--	---

i.	Item/Scope of Sub-contracting			
ii.	Address of the registered office	Details of Contact Person (Name, Designation, Mobile, Email)		
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured	Details of Contact Person: (Name, Designation, Mobile, Email)		
iv.	Annual Production Capacity for proposed item/scope of sub-contracting			
v.	Annual production for last 3 years for proposed item/scope of sub-contracting			
vi.	Details of proposed works			
1.	Year of establishment of present works			
2.	Year of commencement of manufacturing at above works			
3.	Details of change in Works address in past (if any)			
4.	Total Area			
	Covered Area			
5.	Factory Registration Certificate	Details attached at Annexure – F2.1		
6.	Design/ Research & development set-up (No. of manpower, their qualification, machines & tools employed etc.)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design) Details attached at Annexure – F2.2 (if applicable)		
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)	Details attached at Annexure – F2.3		
8.	After sales service set up in India, in case of foreign sub-vendor (Location, Contact Person, Contact details etc.)	Applicable / Not applicable Details attached at Annexure – F2.4		
9.	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any	Details attached at Annexure – F2.5		
10.	Sources of Raw Material/Major Bought Out Item	Details attached at Annexure – F2.6		

	CORPORATE QUALITY ASSURANCE SUB-VENDOR QUESTIONNAIRE					

11.	Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing			Details attached at Annexure – F2.7		
12.	Manufacturing facilities (List of machines, special process facilities, material handling etc.)			Details attached at Annexure – F2.8		
13.	Testing facilities (List of testing equipment)			Details attached at Annexure – F2.9		
14.	If manufacturing process involves fabrication then-			Applicable / Not applicable		
	List of qualified Welders			Details attached at Annexure – F2.10		
	List of qualified NDT personnel with area of specialization			(if applicable)		
15.	List of out-sourced manufacturing processes with Sub-Vendors' names & addresses			Applicable / Not applicable Details attached at Annexure. –F2.11 (if applicable)		
16.	Supply reference list including recent supplies			Details attached at Annexure – F2.12 (as per format given below)		
	Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply
17.	Product satisfactory performance feedback letter/certificates/End User Feedback			Attached at annexure - F2.13		
18.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) Note:- Reports need not to be submitted			Applicable / Not applicable Details attached at Annexure – F2.14 (if applicable)		
19.	Statutory / mandatory certification for the proposed product			Applicable / Not applicable Details attached at Annexure – F2.15 (if applicable)		
20.	Copy of ISO 9001 certificate (if available)			Attached at Annexure – F2.16		
21.	Product technical catalogues for proposed item (if available)			Details attached at Annexure – F2.17		
Name:		Desig:		Sign:		Date:

Company's Seal/Stamp:-

	CORPORATE QUALITY ASSURANCE			
	MAIN CONTRACTOR'S PROPOSAL CUM EVALUATION REPORT			

Ref No:				Date:			
i.	Main Contractor						
ii.	Project						
iii.	Package Name				Package No		
iv.	Proposed Item/Scope of Sub-contracting						
v.	Item covered under	Schedule-1			As per contract clause No-		
		Schedule-2					
vi.	If item is Schedule-1 and proposed sub-vendor is indigenous, Main Contractor to explain how the contractual provisions will be fulfilled						
vii.	Name and Address of the proposed Sub-vendor's works						
viii.	PO placement date/ Start of manufacturing (if self-manufactured) as per L2 network						
ix.	Item Description (Type/Size/Rating/Scope of Sub-Contracting)	Total quantity of proposed item envisaged in this package (Nos/ Running Meters/ Kgs/ Tons etc)	Quantity proposed to be procured from proposed sub-vendor (Nos/ Running Meters /Kgs /Tons etc)	Timeline for quantity requirements as per project schedule & whether the proposed Sub-vendor equipped with adequate capacity to supply proposed order quantity in time			
x.	Supply experience of the proposed sub-vendor (including supplies to Main Contractor, if any) for similar item/scope of sub-contracting, for last 3 years (Note:- Only relevant experience details w.r.t. proposed item/scope of subcontracting to be brought out here)						
	Project/Package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply	
We confirm that as per our assessment, the proposed sub-vendor has requisite capabilities & supply experience and is suitable for supplying the proposed item/scope of sub-contracting.							
Name:			Desig:			Sign:	Date:

Company's Seal/Stamp:-

Format No. : QS-01-QAI-P-04/F1-R3

1/1

Engg. div./QA&I

PQR

Item : Support Structure

(Partatu: drg: 01709919008-00)

PRE-QUALIFICATION REQUIREMENT

01.00	TECHNICAL REQUIREMENT	Required	Vendor's Offer	Remarks
01.01	Experience: Vendors should have experience of fabricating (cutting/assembly/welding/pre-fabrication machining of angles, channels, beams, plates etc.) and supplying of atleast 1 no. Support Structure or equivalent components in last 7 years from the date of enquiry as per following details: i) Dimensions of job: Length=5000 mm and Breadth= 2000 mm and above. (ii) Weight of job 5 Tons and above.	Vendor to Comply & submit suitable evidence including technical specifications, drawings etc.		
01.02	Facility: i) Lifting facility and capacity at vendor works should EOT crane 5 Tons and above. ii) Vendor must have levelled bed plate having size : Length= 10000mm, Breadth=2500mm and above to fabricate the job ((Either machined bed plate or bed plate constructed by steel plates is allowed but concrete floor not allowed). (iii) Vendor must have suitable WPS/PQR and qualified welders for welding approved by third party and submit documentary evidence with offer. (iv) Vendor must have cutting facility to cut plate of thickness 30mm and above. (v) Vendor must have drilling facility to drill holes of dia. 24mm and above in plate of 30mm and above. (vi) Vendor must have suitable pipe bending facility to bend pipes having size 32NB and above.	Vendor to Comply & submit suitable evidence including technical specifications, technical brochure, photographs etc. of the facilities.		
01.03	Vendor to furnish certificate or documentary evidence against clause 01.01 from the customer / company or end user duly confirming that fabricated Support Structure or equivalent job was supplied in last 7 years OR Vendor to submit documentary evidence as per clause 1.04.	Vendor to Comply & submit suitable documents		
01.04	Vendor to furnish name of customer/company with complete contact details and month /year of previous supply along with copy of PO, type of manufacturing facility used for fabrication (assembly/welding/pre-fabrication machining of angles, channels, beams, plates etc.), supply documents, Payment details(invoice copy) and inspection documents of supplied Support Structure or equivalent.	Vendor to Comply & submit suitable documents		
01.05	All PQR documents are to be stamped and signed in original by Vendor. In case documents and official stamp is in language other than English, documents and details of official stamp are to be translated in English and duly certified by Government agency/approved agency of Government/Embassy.	Vendor to Comply & submit suitable documents		
01.06	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, their offers shall be rejected.	Vendor to agree		

NOTE: PQR is not restrictive

17/01/2023
[Rev. Deshwal]
MGR(WTR)

Santosh
17/01/2023
[Santosh K. Gupta]
MGR(WTR)

17/01/2023
[B. Arora]
ACN LFB & WTR

Self-certification

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P45021/2/2017-PP(BE-II) dated 28.05.2018,29.5.2019 & 04.6.2020, it is hereby certifying that we

.....

(supplier name) are(Class-I/Class-II) local supplier and will meet the requirement of minimum local content of (50%/20%) as defined in public procurement order dated 04.6.2020 for material against Enquiry no.

..... **X/6620/2022/0594/C/1**.....

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 & Signature of Supplier



COMBINED BILL OF MATERIAL

Printed On:17.01.2023

Printed By:

CBOM No: 81709919001 CBOM Var: 00
Description: COND. TANK SUPPORT STR.

Revno: 0

Rev Date: 11.01.2023

Total weight: 58016.0

CBOM - 81709919001 00

	ENGG		WTX	
	Initial	Date	Initial	Date
Worked By	hxeraj	20.12.2022	wtxman	11.01.2023
Checked By	hxedky	11.01.2023	bk2rd	11.01.2023
Approved By	hxenp	11.01.2023	wtxskg	11.01.2023



COMBINED BILL OF MATERIAL

Printed On:17.01.2023

Printed By:

CBOM No: 81709919001 CBOM Var: 00
Description: COND. TANK SUPPORT STR.

Revno: 0

Rev Date: 11.01.2023

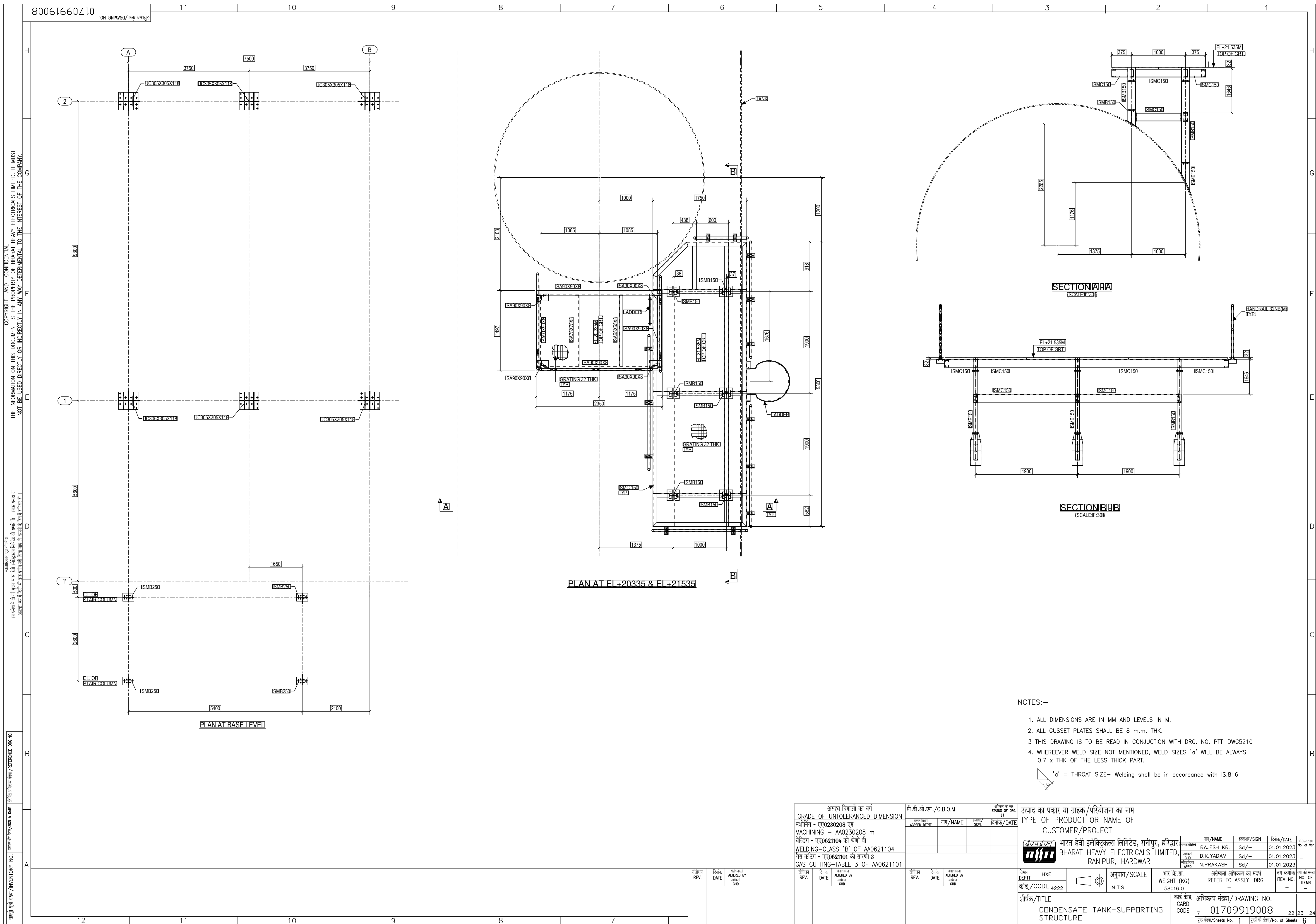
Total weight: 58016.0

Item No	Drawingno Var Mvar	Mat Code	Mat Spec	Weight	Blank Sizes	Nos	Qty	Norm/pc	Extra Norm	Total Norm
Qty(Total)	Description		Assy. Remarks	Inclusion?	Mat Shape		Remarks			
Typ Cat Zone	Var/Matl. Description		ENGG SIZE/GRP	Fab Wt	Route				Spare Code	Unit
0	81709919001 00			58016.0						
1(1)	COND. TANK SUPPORT STR.			Y						
MF CD			Y		SITE					
1	01709919008 00			49216.0						
1(1)	SUPPORT STRUCTURE			Y						
MF CD			Y		0306-0314-000D					
2		W96717001194		8800.0	0.0	1	1	8800.0	0.0	8800.0
1(1)	GRATING			Y	GRATING 32MM, BER.BAR 5MM					
BO CD	GRATING WITH MESH SIZE 30X30MM				0074-000D					KG

CBOM - 81709919001

	Initial	Date	Initial	Date
Worked By	hxeraj	20.12.2022	wtxman	11.01.2023
Checked By	hxedky	11.01.2023	bk2rd	11.01.2023
Approved By	hxenp	11.01.2023	wtxskg	11.01.2023

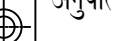
प्रमाणपत्र संख्या / INVENTORY NO.	हस्ताक्षर और दिनांक / SIGN & DATE	संदर्भित अभिलेख संख्या / REFERENCE DRG.NO.
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NOTES:—

1. ALL DIMENSIONS ARE IN MM AND LEVELS IN M.
2. ALL GUSSET PLATES SHALL BE 8 mm. THK.
- 3 THIS DRAWING IS TO BE READ IN CONJUNCTION WITH DRG. NO. PTT-DWG5210
4. WHEREVER WELD SIZE NOT MENTIONED, WELD SIZES 'a' WILL BE ALWAYS 0.7 x THK OF THE LESS THICK PART.


'a' = THROAT SIZE- Welding shall be in accordance with IS:816

अवयव विमाओं का वर्ग GRADE OF UNTOLERANCE DIMENSION		मी.मी.ओ.एम्./C.B.O.M.		चित्रक का क्र. / STATUS OF DWG.		उपजाद का प्रकार या ग्राहक/परियोजना का नाम TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT					
मशीनिंग - एए0230208 ए MACHINING - AA0230208 m		काम दिनांक ASSED. DEPT.	नाम/NAME	सहस्र/ SGN.	दिनांक/DATE	<div>भारत हेवी इलेक्ट्रिकल्स लिमिटेड, रानीपुर, हरिद्वार BHARAT HEAVY ELECTRICALS LIMITED, RANIPUR, HARDWAR</div>					
वोल्टेज - एए0621104 को श्रेणी बी WELDING-CLASS "B" OF AA0621104											
गम कोटिंग - एए0621101 को सामग्री 3 GAS CUTTING-TABLE 3 OF AA0621101											
क्र.सं./REV.	दिनांक DATE	विनिर्देश BY	विनिर्देश DATE	अनुमोदक ALTERED BY	अनुमोदक DATE	चित्रा DEPT.	HXE	अनुपात/SCALE	भार. कि.ग्रा. WEIGHT (KG)	असमंजस प्रतिक्रिया का संदर्भ REFER TO ASS'LY. DRG.	सम. की संख्या ITEM NO.
						कोड/CODE	4222		N.T.S	58016.0	
शीर्षक/TITLE						काई कार्ड CARD CODE		अनिकल्प संख्या/DRAWING NO.			
CONDENSATE TANK-SUPPORTING STRUCTURE								7 01709919008			
								1 1 पृष्ठों की संख्या/No. of Sheets 6			

REVISION NO.



VIEW-1



a) EACH STRUCTURE (ELEMENT) TO BE SENT LOOSE AS PER DRG.

b) PLATE IS TO BE WELDED WITH THE ELEMENT BEFORE DISPATCH.

[illegible]

DRIVING NO.



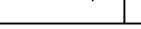
EL+0.555M
T.O. BASE PL

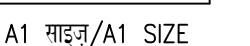
GAS CUTTING-TABLE 3 OF AA0021101		
मंजूर REV.	दिनांक DATE	परिवर्तन ALTERED BY

A1 साइज/A1 SIZE

यामाग्री सूची संख्या / INVENTORY NO.	रसावत आदि तिथि / SIGN & DATE	संदर्भित अधिकार्य संख्या / REFERENCE DRG.NO.
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अत्यन्त गम्भीर का वर्ग GRADE OF UNTOLERANCED DIMENSION		मी.बी.ओ.ए./C.B.O.M.		उत्पन्नकृत का रूप STATUS OF DRG. U		उत्पाद का प्रकार या ग्राहक/परियोजना का नाम TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT					
मशीनरी - एए0230208 एम MACHINING - AA0230208 m		प्रमाणित किया गया AGREED DEPTT.		नाम/NOME		हस्ताक्षर/SIGN		दिनांक/DATE			
वेल्डिंग - एए0621104 को थ्रीवी WELDING-CLASS 'B' OF AA0621104											
गैस कटिंग - एए0621101 को साफागी 3 GAS CUTTING-TABLE 3 OF AA0621101											
निर्माण REV.		दिनांक DATE		आवृत्ति ALTERED BY		ऑटो CHD		विभाग DEPTT.		HXE	
								कोड/CODE		4222	
										N.T.S	
								मात्रा कि.ग्र. WEIGHT (Kg)		58016.0	
								अनुपात/SCALE		N.T.S	
								कार्ड कार्ड CARD CODE		01709919008	
								अधिकार संख्या/DRAWING NO.		22 23 24	
								7 नक्शे/Sheets No. 4		कुल पृष्ठों की संख्या/No. of Sheets 6	



1

1. Structure elements shall be supplied in loose condition as per the philosophy indicated in view -1 (sheet no.-2). The same shall be assembled at site. Only erection and touch-up painting shall be performed at site.
2. Bolting hole pattern shall be done using templates to avoid any interface issue with mating parts.
3. All holes and edges shall be free of burrs.
4. Bolts, nuts, washers and other fastening material shall be shipped separately in sealed wooden packing box and applied suitable protective coating.
5. All stairways and intermediate landings shall be sent part wise (individual component) and shall include grating treads, landings, hangers, brackets, struts, clips, bracings etc. as necessary along with structural steel framings. Handrails shall be ground smooth using 32 mm nominal bore medium class pipe provided with double rail, top rail about 1.1 meter above platform level.
6. All structural steelworks including hand railings, gratings etc. shall have shop painting as well as final painting.
7. NDT of shop weld shall be done as per AWS D 1.1/ASME Sec.-V (100% DPT & 10% RT/UT).
8. Material of structure elements are indicated in BOQ.
9. **Material**

Rolled sections shall be of grade designation E250, Quality BR, Semi-killed/ killed conforming to IS 2062. All steel plates shall be of grade designation E250, Quality BR (fully killed), conforming to IS 2062 and shall pass the impact test value at room temperature. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM -A578 level B-S2.

Rolled Sections and plates shall be of grade designation E350, Quality B0 (Fully killed), conforming to IS 2062. Plates beyond 12mm thickness and up to 40mm thickness shall be normalized rolled. Plates beyond 40mm thickness shall be vacuum degassed & furnace normalised and shall also be 100% ultrasonically tested as per ASTM -A578 level BS2.

- I. All gratings shall be electro forged type.
- II. Bearing bar shall be 5mm thick.
- III. Opening size shall be 30X30mm.

PAINTING SCHEME FOR CONDENSATE TANK SUPPORT STRUCTURE

Surface Preparation Scheme: Copper Slag/ Shot blasting to Sa 2 ½ (Surface profile 40 - 60 micron) ISO 8501-1, Wire brush/hand tool cleaning for inaccessible area.

Paint(Coat)	Paint Type	No. of Coat	Total DFT(in micron)
Primer Paint	Two component Inorganic ethyl zinc silicate (Having minimum 80% of metallic Zinc content in dry film, solid by volume 60% \pm 2%)	1	70
Intermediate Paint	Two component polyamaide cured epoxy MIO (contained lamellar MIO minimum 30% on pigment, Solid by volume 80% \pm 2%)	1	100
Final Paint	Two-pack Aliphatic Isocyanate cured acrylic finish(Solid by volume 55% \pm 2%)	1	70
	Total DFT		240

Painting Technique: Spray

Details of Color Scheme(Outside Surfaces): (Legend: **W**-at PCTL Works, **V**-at vendor's works, **S**-at Site, **NA**-Not applicable).

Sl. No.	Assembly	Shade as per IS-5 or Eq.	Primer	Intermediate Paint	Final Paint	Touch-up	Remarks
01	All structural Columns & Beams, Secondary members, other members etc.	RAL 9002(Grey white)	yes	yes	yes	Site	-
02	Flooring plate if applicale	RAL 9011(Black)	yes	yes	yes	Site	For removable flooring extra grey border to be provided.
04	Hand Rail, Ladder , Gratings	-					Shall be HDG to 610gm/sq. m as per IS 4736, Minimum DFT 85 microns

[illegible]

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

X/6620/2022/0594/C/1

_____ (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)

Place _____
Date _____

Witness: _____
(Name & Address) _____

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

Witness: _____
(Name & Address) _____

**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)

Table of Contents

1. GENERAL	1
2. ORIGIN OF QUOTATION	1
3. SUBMISSION OF TENDER	1
4. TENDER OPENING	2
5. SPECIFICATION, DRAWINGS & STANDARD	2
6. PRICE SCHEDULE	3
7. REVERSE AUCTION	3
8. DELIVERY TERMS	3
9. LD FOR LATE DELIVERY	4
10. PAYMENT TERMS	4
11. TAXES & DUTIES	5
12. BANK GUARANTEE	6
13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS	6
14. QUALITY REQUIREMENT	6
15. VALIDITY	6
16. RIGHT OF ACCEPTANCE	6
17. TRANSIT INSURANCE	7
18. RISK PURCHASE	7
19. FORCE MAJEURE CLAUSE	7
20. NON-DISCLOSURE AGREEMENT	8
21. SETTLEMENT OF DISPUTES / ARBITRATION	8
22. WHARFAGE / DEMURRAGE RESPONSIBILITY	8
23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS	8
24. INFORMATION TO THE BIDDERS	10
25. MAKE IN INDIA (GOVT-NOTIFICATION)	10
26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017	12

27. NOTE	12
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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No X/6620/2022/0594/C/1

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.



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)

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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

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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)

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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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)

9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

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

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

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

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

10. PAYMENT TERMS.

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

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

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

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

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

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

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

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

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**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

11. TAXES & DUTIES.

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

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

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

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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)

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.



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)

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

17. TRANSIT INSURANCE.

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

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

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



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)

- 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 its 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



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)

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

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

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

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

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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)

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.

- 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.
- Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- 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>
- Copy of this Tender Enquiry is being sent through the post.
- 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).

- 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.
- 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.
- 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.
- 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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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)

E. Requirement of Purchase Preference:

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

- a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".
- b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling

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

- iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.
 - c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.
- F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.
- H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-
- a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –
 - b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price,

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

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

3. Compensation in respect of each of the victims:

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

(ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh).

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

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