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**For Tender Documents (Commercial)**  
**Tender no B/4066/2015/1260/V3**

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**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP: HARDWAR-249 403 (UA)**  
**Fax: 01334-226084/226462, Phone: 01334-284175, 281707**  
**E-mail: [sspanwar@bhel.in](mailto:sspanwar@bhel.in); [richa\\_t@bhel.in](mailto:richa_t@bhel.in)**

**Ref: B/4066/2015/1260/V3**

**Date: 06.06.2018**

**OPEN TENDER**

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

| Sl. No. | Tender No.          | Item Description                                                                                                                                                                        | Qty   | Last date to get documents from BHEL | Opening date |
|---------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------------|--------------|
| 1.      | B/4066/2015/1260/V3 | MATERIAL CODE: W90313199922<br>THERMAL INSULATION OF<br>TURBINE INTEGRAL PIPING AS PER<br>SPEC NO ST29005 (REV 04), DOC.<br>NOS. 412114D4000 &<br>41211450001. SPEC: ST29005 REV:<br>04 | 4 Set | 1 day before<br>opening date         | 27.06.2018   |

2. Tenders will be received up to 13:45 Hrs. (IST) on opening date and opened on the same day at 14:00 Hrs (IST) in the Tender Room.
3. Interested vendors must submit their offer along with Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rs. Two Lacs or equivalent foreign currency) in a separate sealed envelope. The EMD should be submitted in the form of demand draft / Pay Order/ Cash (as permissible under Income Tax Act). In case of foreign bidders, E- payment is also acceptable. For E-Payment, the RTGS details are as mentioned below:

| Bank Details                                                                                                                             | SWIFT Details of bank                                                            | Contact Details of Banker                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| STATE BANK OF INDIA<br>RANIPUR BRANCH,<br>OPP: BHEL MAIN GATE,<br>SECTOR-5, RANIPUR,<br>HARIDWAR, UTTRAKHAND, INDIA<br>PIN CODE : 249403 | SWIFT NO : SBININBB225<br>CC ACCOUNT NO : 10667995458<br>IFSC CODE : SBIN0000586 | Name: Sh. Sudhir Sharma<br>Design: Chief Manager (IBD)<br>Contact No. +91 1334 224201<br>+91 1334 226125<br>Fax: +91 1334 226512 |

Drafts shall be **drawn in favour of "BHEL Hardwar"**.

**4. As per government guidelines, MSE suppliers are exempted for submission of EMD and Tender Fee.**

All Central/State – PSUs/ Government Departments & Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc.) and BHEL, HEEP PMD registered vendors are exempted from submission of EMD.

"MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer."

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



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5. Vendors registered at BHEL in PMD of the required item are exempted from the payment of EMD.
6. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
7. Other terms and conditions will be as per tender documents.
8. All correspondence thereof, shall be addressed to the following persons:

|                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ms. Richa Tiwari</b><br><b>Designation: Sr. Engineer (PPX-BOI)</b><br>4 <sup>th</sup> Floor, Main Administrative Building<br>HEEP, BHEL<br>Hardwar- 249403<br>Uttarakhand, India<br>Email ID: <a href="mailto:richa_t@bhel.in">richa_t@bhel.in</a><br>Tel: +91 1334 28 4175 | <b>Mr. S. S. Panwar</b><br><b>Designation: DGM (PPX-BOI)</b><br>4 <sup>th</sup> Floor, Main Administrative Building<br>HEEP, BHEL<br>Hardwar- 249403<br>Uttarakhand, India<br>Email ID: <a href="mailto:sspanwar@bhel.in">sspanwar@bhel.in</a><br>Tel: +91 1334 28 1707 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

For any further details please log on to [www.bhel.com](http://www.bhel.com) or [www.tenders.gov.in](http://www.tenders.gov.in) or [www.bhelhwr.co.in](http://www.bhelhwr.co.in)



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**BHEL Enquiry No. : B/4066/2015/1260/V3**

**Date of issue: 06.06.2018**

**Due Date: 27.06.2018**

**M/s.....**

**.....**

Subject: Tender Enquiry No. B/4066/2015/1260/V3

Dear Sir,

We are pleased to invite your offer in TWO PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned equipment / systems.

| Sl. No. | Material Code & Item Description                                                                                                                                                        | QTY.  | Delivery Required | EMD (Earnest Money Deposit)                                                   |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------------------|-------------------------------------------------------------------------------|
| 1.      | MATERIAL CODE: W90313199922<br>THERMAL INSULATION OF<br>TURBINE INTEGRAL PIPING AS PER<br>SPEC NO ST29005 (REV 04), DOC.<br>NOS. 412114D4000 &<br>41211450001. SPEC: ST29005 REV:<br>04 | 4 Set | On Intimation     | Rs. 2,00,000/- (Rupees<br>Two Lacs only or<br>equivalent foreign<br>currency) |

Please submit your lowest quotation/offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 13:45 IST. Please note that offers received after due date to our tender room, shall be treated as late offers and shall not be considered in any circumstances.

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

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements.

Part-1 bids shall be opened of those vendors **ONLY AFTER ENSURING AVAILIBLITY OF EMD (PLEASE SUBMIT SEPARATE DRAFT FOR EMD IN SEPARATE ENVELOPE {drawn in favor of BHEL Hardwar} SUPERSCRIBED WITH BOLD LETTERS "EMD ")** at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.

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

For & ON BEHALF OF BHEL, HARDWAR

**Sr. Engineer (PPX/BOI)**



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## **INSTRUCTION TO BIDDERS**

### **Clause 1.0 :**

The tenders shall be submitted in two parts (Part I consisting of Techno -Commercial Bid & Pre-Qualification Requirements etc. and Part II consisting of Price Bid) as described below on or before the due date.

- **The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored.**
- Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit/interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals/companies—representative/adviser/retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work/stockist not registered specifically etc. are agents)

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

However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.

### **Clause 1.1 :**

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

- a) Pre-Qualification Requirement
- b) Complete Technical offer with relevant drawings/ documents etc.
- c) Catalogue of the Equipment (If applicable)
- d) Duly Filled in "Terms & Conditions of the Two Part Tender"
- e) Deviation with reference to specification to be laid down on separate sheet. Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses the same will be considered for final evaluation.
- f) Copy of Price Bid (without Prices), i.e Replica of price bid without indicating price.
- g) The rating of the company quoting for this tender from a third party (independent agency) preferably by DUN & BRADSTREET should be submitted (DUN NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years** in absence of DNB / third agency report.
- h) Supplier Registration Form: Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item; have to apply through Online Registration portal, <https://supplier.bhel.in/>. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. Application registration No (for applying online form) should be mentioned in the techno-commercial offer.

### **Clause 1.2 : PART-II (PRICE BID)**

The price Bid (with price) which has been submitted with Part 1, for the complete scope as specified.

The Part-II (Price Bid) will be opened at a later date of only those bidders whose Part-1 bid (Techno-Commercial Offer) is found suitable by BHEL/ End- Customer. **BHEL reserves the right to evaluate vendors process capability/quality systems etc by visiting vendor works (if required)**



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**Clause 1.3 :**

Please submit separate envelops for each of following. Please also ensure that following shall be super-scribed on the each envelope.

1. PART-I

1. TENDER NO. AND ITEM DESCRIPTION
2. DUE DATE OF OPENING
3. Document in support of "PRE-QUALIFICATION REQUIREMENT"
4. "TECHNO-COMMERCIAL BID"

2. PART-II

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

3. EMD

1. Details of Drafts attached (Amount, No, Bank, Branch, Issue date)

**Clause 1.4 :**

The Part-I & Part-II bids shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as :

"TENDER FOR (ITEM NAME) AGAINST TENDER NO. B/4066/2015/1260/V3 DUE ON 27.06.2018 CONTAINING PART-I & PART-II. Vendor's full name and address should be clearly mentioned on the envelope.

**Clause 1.5 :**

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

**Clause No. 1.6:**

**As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)**

Thanking You,

Yours faithfully,  
For & on behalf of BHEL, Hardwar.

**(Richa Tiwari)**  
**Sr. Engineer (PPX-BOI)**

**Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



**TERMS AND CONDITION OF THE ENQUIRY (INDIGENOUS VENDORS)**

Offer must be sent in two separate sealed envelopes containing Techno -Commercial offer in one envelope marked “**TECHNO-COMMERCIAL BID**” and prices in second envelope marked “**PRICED-BID**”. Both the envelopes must be contained in the main envelope. Tender name and due date to be marked on all the envelopes. The un-priced bid shall be the exact replica of the priced-bid but without indicating any prices.

**You are requested to kindly confirm/clarify the following:-**

| SN | Terms                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Your Confirmation |
|----|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1  | <b>Validity</b>               | Confirm that validity of the offer shall be 120 days from the due date.<br>BHEL will reserve the right to reject any or all quotations quoting validity less than 120 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |
| 2  | <b>Price basis</b>            | Please confirm that prices have been quoted on Ex Works freight prepaid basis.<br>The goods can be dispatched through any Bank- approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in.<br>If material is dispatched through non-approved transporter, MRC (Material Receipt Certificate) from project site would be required for processing of your Invoice. No demurrage charges would be payable by BHEL. Kindly confirm for the same.                                                                                                                                                                                                                                                                                                            |                   |
| 3  | <b>Delivery</b>               | <b><u>Material Supply:</u></b> The material is required on intimation. Complete material shall be dispatched to project site <b>within 10 weeks from the date of intimation by BHEL.</b><br>The delivery/dispatch period (of 10 weeks) is inclusive of the time for submission of BOM/ documents (15 days) by the vendor, approval of BOM/ documents by BHEL (15 days) and for review of test certificate/ Inspection report and providing dispatch clearance by BHEL (07 days). Any delay shall be on respective account.<br><br><b><u>Application of Insulation:</u></b> Manpower with complete tool and tackles shall reach project site within 15 days of intimation of BHEL.                                                                                                                                                                                        |                   |
| 4  | <b>Firm &amp; Fixed Price</b> | <b>Please confirm that prices shall be firm and fixed till execution of contract.</b><br>Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |
| 5  | <b>Payment Term</b>           | <b><u>Material Portion:</u></b><br>100% payment after receipt of material at site with PBG for 10% of the order value. PBG should be valid for entire Guarantee/ Warranty period . The PBG shall be in BHEL format and should be issued by one of the BHEL consortium banks.<br><br><b><u>Application portion:</u></b><br>100% payment after receipt of work completion certificate/successful application certificate signed by BHEL executive at site and invoice.<br>Performance shall be covered under Guarantee/ Warranty period.<br><br>Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice/policy. <b>Requirement of PBG for Guarantee/Warranty period is mandatory and non-acceptance of the PBG may lead to rejection of your offer.</b> |                   |
| 6  | <b>Penalty</b>                | Penalty:- at the rate of ½% (half percent) per week of delay or part thereof subject to a maximum of 10% of the total lot-wise order value. Date of GR shall be treated as date of delivery for penalty purpose.<br><b>Please note that BHEL reserves the right to load your offer to the extent to which it is not agreed to by the bidder (at offered value).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |
| 7  | <b>Submission of Offer</b>    | All envelopes to be marked with either "Un-Priced Bid or Techno-commercial Bid" (Part 1) or "Price Bid" (Part-2). The replica of price bid (without prices) will be necessarily submitted along with Part-1 of the offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                   |
| 8  | <b>Transit Insurance</b>      | Transit Insurance will be arranged by BHEL. Please send your offer taking a note of the same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |

| SN | Terms                                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Your Confirmation |
|----|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 9  | <b>Application of Insulation</b>      | Application of insulation is required by your representative at our project site. Kindly confirm that lump sum charges for application (irrespective of man days and inclusive of all i.e. food, boarding, lodging, travel etc.) have been quoted separately in your offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   |
| 10 | <b>Technical Requirement</b>          | Please furnish Insulation thickness table duly filled, signed & stamped strictly in our format, along with sample calculations (at least 10 different cases), variation of k-values with mean temperatures and complete BOQ for the materials required. All these documents should necessarily be a part of the technical offer submitted by the bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                   |
| 11 | <b>QP &amp; Inspection</b>            | 1. Vendor to confirm compliance to BHEL quality plan no. QA/BE/QP/316/SQP Rev. 00 (enclosed).<br>2. Vendor to confirm Inspection by BHEL nominated inspection agency M/s BVIL as per quality plan no. QA/BE/QP/316/SQP Rev. 00 (enclosed).<br><br>Inspection call shall be raised by the vendor at least 7 days in advance of readiness of material. If inspection is not attended by the inspection agency within 7 days of inspection call, delivery shall be re-scheduled accordingly.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |
| 12 | <b>Dispatch Clearance Certificate</b> | Material shall be dispatched only after issue of material despatch clearance certificate (MDCC) by BHEL/Customer. All test certificates and Inspection reports are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of inspection reports and test certificates. MDCC will be issued within 07 days of receipt of inspection report and TC's if documents are complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issue of MDCC.<br>The material should be dispatched within <b>07 days of issue of Material Dispatch Clearance Certificate (MDCC)</b> by BHEL.                                                                                                                                                                                                                                                     |                   |
| 13 | <b>Guarantee</b>                      | The Supplier shall guarantee the quality of material used & workmanship for a period of <b>24 months from the date of supply or 18 Months from the date of commissioning, whichever is later.</b> Any defect arising from faulty material or workmanship during this period shall be rectified by the supplier at no extra cost.<br>The supplier shall guarantee that if the specified maximum surface temperature are exceeded on actual measurement, the supplier shall either replace the insulation with a superior material or provide additional insulation thickness at the BHEL,s / site engineers discretion at no extra cost to BHEL.<br><b>Please note that in case of any deviation in guarantee clause, BHEL shall evaluate your offer after loading on account of deviation in guarantee clause.</b>                                                                                                                                                                   |                   |
| 14 | <b>Arbitration clause</b>             | In all cases of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.<br><b>JURIDICTION:</b> The courts of Haridwar, India, shall have exclusive jurisdiction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                   |
| 15 | <b>Risk Purchase</b>                  | In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.<br><b>Please note that deviation in risk purchase clause will not be acceptable.</b> |                   |
| 16 | <b>Right of Acceptance</b>            | BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to Increase or decrease the tendered quantities.</b> Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in quantity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |

| SN | Terms                              | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Your Confirmation |
|----|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 17 | <b>Test Certificates</b>           | Please confirm that all the test certificates shall be submitted as per ordering specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |
| 18 | <b>Ink sign acceptance</b>         | Ink signed order acceptance shall be furnished within 15 days of order placement. In case no communication is received within 15 days of order, the order will be deemed to have been accepted by vendor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |
| 19 | <b>Origin of Quotation</b>         | The quotation should be from the principal/original supplier even if it is submitted through their authorized agent, failing which the quotation is liable to be ignored.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |
| 20 | <b>Dimensions Of Packages</b>      | Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part - 1).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |
| 21 | <b>Evaluation</b>                  | Evaluation will be done on Total Landed Cost to BHEL basis up to project site (i.e. material cost and application taken together). Please confirm.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |
| 22 | <b>Deviation</b>                   | Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                   |
| 23 | <b>Documents Approval</b>          | In case of order, you are required to submit Bill of Material (BOM)/ required documents for approval from BHEL within 15 days of placement of purchase order or intimation from BHEL, whichever is later.<br>BHEL will provide approval of the same within 15 days of receipt of documents/BOM if complete & clear w.r.t. approved technical documents. Delay on submission/ approval shall be on respective account.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                   |
| 24 | <b>Taxes &amp; Duties</b>          | GST has been implemented from 01-July-2017. In this regard, you are requested to provide the following details:<br>a) GST Registration Number.<br>b) Address of Principal place of Business<br>c) Type of Business<br>d) Item wise tariff head and rate of applicable GST for each item/tariff head.<br>e) Whether registered under Composite scheme of GST (Y/N).<br>It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                   |
|    |                                    | Applicable taxes and duties during the dispatch of material should be quoted separately in your offer. If nothing is mentioned in offer, same would be deemed included in the quoted price. Kindly confirm.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   |
| 25 | <b>Earnest Money Deposit (EMD)</b> | (i) Interested vendors must submit their offer along with Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rs. Two Lacs or equivalent foreign currency) in a separate sealed envelope.<br>(ii) The EMD should be submitted in the form of demand draft / Pay Order/ Cash (as permissible under Income Tax Act). The Drafts shall be drawn in favor of "BHEL Hardwar".<br>(iii) Bidders already registered at BHEL Hardwar for supply of Thermal Insulation of TIP (i.e. PMD Vendors for this item) are exempted from submission of the EMD.<br>(iv) MSE Suppliers/Central / State - PSUs / Government departments are exempted from submission of the EMD.<br>(vi) Bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value shall not be considered for further evaluation. The offers will be evaluated only in case, the requisite EMD is received within a time bound period.<br>(vii) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be refunded after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening (PART-I). |                   |

| SN | Terms                                       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Your Confirmation |
|----|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 26 | <b>BHEL Registration</b>                    | Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item; have to apply through Online Registration portal, <a href="https://supplier.bhel.in/">https://supplier.bhel.in/</a> . All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. Application registration No (for applying online form) should be mentioned in the techno commercial offer.                                                                 |                   |
| 27 | <b>Pre-Quailification Requirement (PQR)</b> | The Pre-Qualification Requirements have been compiled and placed at ANNEXURE-1. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders will be scrutinized with respect to Pre-Qualification Requirements first. <b>Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.</b> All documents / information required as per PQR should be signed by the bidder and submitted in the manner a prescribed in the ANNEXURE-1. |                   |
| 28 | <b>Reverse Auction</b>                      | BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA.<br><br>Detailed terms and conditions for RA are enclosed (ref. ANNEXURE-2).                                                                                                                   |                   |
| 29 | <b>GISTC</b>                                | Please confirm compliance to enclosed "General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)" and submit a signed and stamped copy of the same along with offer.                                                                                                                                                                                                                                                                                                                                                                    |                   |

**TERMS AND CONDITION OF THE ENQUIRY (FOREIGN VENDORS)**

Offer must be sent in two separate sealed envelopes containing Techno -Commercial offer in one envelope marked “**TECHNO-COMMERCIAL BID**” and prices in second envelope marked “ **PRICED-BID**”. Both the envelopes must be contained in the main envelope. Tender name and due date to be marked on all the envelopes. The un-priced bid shall be the exact replica of the priced-bid but without indicating any prices.

You are requested to kindly confirm/clarify the following:-

| SN | Terms                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Your Confirmation |
|----|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1  | <b>Validity</b>               | Please confirm that validity of the offer shall be 120 days from the due date.<br>BHEL will reserve the right to reject any or all quotations, quoting validity less than 120 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                   |
| 2  | <b>Price basis</b>            | Please confirm that prices have been quoted on CFR (Any Mumbai Port) basis. Freight charges shall be quoted separately in the offer. Please confirm.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |
| 3  | <b>Delivery</b>               | <b>Material Supply:</b> The material is required on intimation. Complete material shall be dispatched to project site <b>within 10 weeks from the date of intimation by BHEL.</b><br>The delivery/dispatch period (of 10 weeks) is inclusive of the time for submission of BOM/ documents (15 days) by the vendor, approval of BOM/ documents by BHEL (15 days) and for review of test certificate/ Inspection report and providing dispatch clearance by BHEL (07 days). Any delay shall be on respective account.<br><br><b>Application of Insulation:</b> Manpower with complete tool and tackles shall reach project site within 15 days of intimation of BHEL.                                                                                                                                                                                |                   |
| 4  | <b>Firm &amp; Fixed Price</b> | <b>Please confirm that prices shall be firm and fixed till execution of contract.</b><br>Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.                                                                                                                                                                                                                                                                                                                                                                                                              |                   |
| 5  | <b>Payment Term</b>           | <b>Material Portion:</b><br>100% payment after receipt of material at site with PBG for 10% of the order value. PBG should be valid for entire Guarantee/ Warranty period . The PBG shall be in BHEL format and from one of the BHEL consortium banks.<br><br><b>Application portion:</b><br>100% payment after receipt of work completion certificate/successful application certificate signed by BHEL executive at site and invoice.<br><br>Performance shall be covered under Guarantee/ Warranty period.<br><br>Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice/policy.<br><b>Requirement of PBG for Guarantee/Warranty period is mandatory and non-acceptance of the PBG may lead to rejection of your offer.</b> |                   |
| 6  | <b>Penalty</b>                | Penalty:- at the rate of ½% (half percent) per week of delay or part thereof subject to a maximum of 10% of the total lot-wise order value. For penalty purpose, date of Bill of Lading shall be considered as the date of delivery.<br>In case of CFR contract, there is no liability on BHEL due to delay in shipment because of non-availability of Vessel / Ship / Container.<br>Accordingly please confirm penalty clause as mentioned above.<br><b>Please note that BHEL reserves the right to load your offer to the extent to which it is not agreed to by the bidder (at offered value).</b>                                                                                                                                                                                                                                              |                   |
| 7  | <b>Submission of Offer</b>    | All envelopes to be marked with either "Un-Priced Bid or techno-commercial Bid" (Part-1) or "Price Bid" (Part-2). The replica of price bid (without price) would be necessary submitted along with Part-1 of the offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |
| 8  | <b>Transit Insurance</b>      | Transit Insurance will be arranged by BHEL. Please send your offer taking a note of the same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |

| SN | Terms                                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Your Confirmation |
|----|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 9  | <b>Application of Insulation</b>      | Application of insulation is required by your representative at our project site. Kindly confirm that lump sum charges for application (irrespective of man days and inclusive of all i.e. food, boarding, lodging, travel etc.) have been quoted separately in your offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |
|    |                                       | Please note that BHEL will deduct tax from your bill of supervision at the time of payment of supervision and furnish Tax Deduction at Source (TDS) Certificate. The rate of tax will be 10 % if you have PAN (permanent Account no) in India else rate of tax will be 20%.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |
|    |                                       | You should generally be able to get credit for TDS from the tax authorities in your country based on the certificate provided by BHEL (TDS certificate), if there is a Double-Taxation Avoidance Agreement (DTAA) with India.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |
|    |                                       | Please provide your PAN No. and furnish the copy of your PAN card. (Registration with income tax Department of India, if available).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                   |
| 10 | <b>Technical Requirement</b>          | Please furnish Insulation thickness table duly filled, signed & stamped strictly in our format, along with sample calculations (at least 10 different cases), variation of k-values with mean temperatures and complete BOQ for the materials required. All these documents should necessarily be a part of the technical offer submitted by the bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |
| 11 | <b>QP &amp; Inspection</b>            | 1. Vendor to confirm compliance to BHEL quality plan no. QA/BE/QP/316/SQP Rev. 00 (enclosed).<br>2. Vendor to confirm Inspection by BHEL nominated third party inspection agency as per quality plan no. QA/BE/QP/316/SQP Rev. 00 (enclosed).<br><br>Inspection call shall be raised by the vendor at least 7 days in advance of readiness of material. If inspection is not attended by the inspection agency within 7 days of inspection call, delivery shall be re-scheduled accordingly.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |
|    |                                       | <b>Inspection charges for third party inspection shall be to your account.</b><br>Please confirm that your quotation for individual item <b>includes</b> inspection charges by any of BHEL approved inspection agencies viz. Lloyds/TUV/BV. If nothing has been mentioned in your offer for inspection charges, the same would be considered to be inclusive in your offer. Please confirm.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |
| 12 | <b>Dispatch Clearance Certificate</b> | Material shall be dispatched only after issue of material despatch clearance certificate (MDCC) by BHEL/Customer. All test certificates and Inspection reports are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of inspection reports and test certificates. MDCC will be issued within 07 days of receipt of inspection report and TC's if documents are complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issue of MDCC.<br>The material should be dispatched within <b>07 days of issue of Material Dispatch Clearance Certificate (MDCC)</b> by BHEL.                                                                                                                                                                                                                                                                                                                                 |                   |
| 13 | <b>Guarantee</b>                      | The Supplier shall guarantee the quality of material used & workmanship for a period of <b>24 months from the date of supply or 18 Months from the date of commissioning, whichever is later.</b> Any defect arising from faulty material or workmanship during this period shall be rectified by the supplier at no extra cost.<br>The supplier shall guarantee that if the specified maximum surface temperature are exceeded on actual measurement, the supplier shall either replace the insulation with a superior material or provide additional insulation thickness at the BHEL,s / site engineers discretion at no extra cost to BHEL.<br><b>Please note that in case of any deviation in guarantee clause, BHEL shall evaluate your offer after loading on account of deviation in guarantee clause.</b>                                                                                                                                                                                                                                               |                   |
| 14 | <b>Arbitration clause</b>             | Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.<br><b>JURIDICTION:</b> The courts of Haridwar, India, shall have exclusive jurisdiction. |                   |

| SN | Terms                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Your Confirmation |
|----|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 15 | <b>Risk Purchase</b>          | In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies /defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere /alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.<br><b>Please note that deviation in risk purchase clause will not be acceptable.</b> |                   |
| 16 | <b>Right of Acceptance</b>    | BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to Increase or decrease the tendered quantities.</b> Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in quantity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                   |
| 17 | <b>Test Certificate</b>       | Please confirm that all the test certificates shall be submitted as per ordering specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |
| 18 | <b>Ink sign acceptance</b>    | Ink signed order acceptance shall be furnished within 15 days of order placement. In case no communication is received within 15 days of order, the order will be deemed to have been accepted by vendor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   |
| 19 | <b>Origin of Quotation</b>    | The quotation should be from the principal/original supplier even if it is submitted through their authorized agent, failing which the quotation is liable to be ignored.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   |
| 20 | <b>Dimensions Of Packages</b> | Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part - 1).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |
| 21 | <b>Evaluation</b>             | Evaluation will be done on Total Landed Cost to BHEL basis up to project site (i.e. material cost and application taken together). Please confirm.<br>Please note that the exchange rate for evaluation would be taken as TT Selling rate of SBI as on scheduled date of tender opening (Part-1 bid, i.e. techno-commercial offer).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                   |
| 22 | <b>Deviation</b>              | Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.                                                                                                                                                                                                                                                                                                                                                                                                                                |                   |
| 23 | <b>Documents Approval</b>     | In case of order, you are required to submit Bill of Material (BOM)/ required documents for approval from BHEL within 15 days of placement of purchase order or intimation from BHEL, whichever is later.<br>BHEL will provide approval of the same within 15 days of receipt of documents/BOM if complete & clear w.r.t. approved technical documents. Delay on submission/ approval shall be on respective account.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |
| 24 | <b>Taxes &amp; Duties</b>     | Custom duty is Project Import for Bhadradi project.<br>Please note that the comparison would be done as per the applicable CD structure on the date of opening of Price Bid. Please confirm.<br>Applicable taxes and duties during the dispatch of material should be quoted separately in your offer. If nothing is mentioned in offer, same would be deemed included in the quoted price. Kindly confirm.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |
| 25 | <b>Negotiable documents</b>   | Negotiable documents are as under:<br>1) 2 of 3 Original Bill of lading<br>2) Original certificate of origin duly certified by Chamber of commerce of country of origin.<br>3) Original Guarantee certificate<br>4) Original invoice<br>5) Original packing list<br>6) Original release note by BHEL's approved Inspection agency.<br>7) Copy of Material/dispatch clearance certificate (MDCC) from BHEL<br>8) Original Phytosanitary certificate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                   |
| 26 | <b>Bill of lading</b>         | 1 of 3 Original Bill of lading along with other Non-negotiable documents to be sent to General Manager, Regional Operating Division, Bharat Heavy Electricals Ltd, 14/15th Floor, World Trade Centre-1, Cuffe Parade, Mumbai-400005 within 10 days of shipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |

| SN | Terms                                      | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Your Confirmation |
|----|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 27 | <b>Earnest Money Deposit (EMD)</b>         | <p>(i) Interested vendors must submit their offer along with Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rs. Two Lacs or equivalent foreign currency) in a separate sealed envelope.</p> <p>(ii) The EMD should be submitted in the form of demand draft / Pay Order/ Cash (as permissible under Income Tax Act). The Drafts shall be drawn in favor of "BHEL Hardwar".</p> <p>(iii) Bidders already registered at BHEL Hardwar for supply of Thermal Insulation of TIP (i.e. PMD Vendors for this item) are exempted from submission of the EMD.</p> <p>(iv) MSE Suppliers/Central / State - PSUs / Government departments are exempted from submission of the EMD.</p> <p>(vi) Bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value shall not be considered for further evaluation. The offers will be evaluated only in case, the requisite EMD is received within a time bound period.</p> <p>(vii) The bidder whose bid is technically not accepted will be informed &amp; EMD wherever submitted shall be refunded after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening (PART-I).</p> |                   |
| 28 | <b>BHEL Registration</b>                   | Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item; have to apply through Online Registration portal, <a href="https://supplier.bhel.in/">https://supplier.bhel.in/</a> . All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. Application registration No (for applying online form) should be mentioned in the techno commercial offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                   |
| 29 | <b>Pre-Qualification Requirement (PQR)</b> | <p>The Pre-Qualification Requirements have been compiled and placed at ANNEXURE-1. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders will be scrutinized with respect to Pre-Qualification Requirements first. <b>Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.</b></p> <p>All documents / information required as per PQR should be signed by the bidder and submitted in the manner a prescribed in the ANNEXURE-1.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |
| 30 | <b>Reverse Auction</b>                     | <p>BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA.</p> <p>Detailed terms and conditions for RA are enclosed (ref. ANNEXURE-2).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                   |
| 31 | <b>GISTC</b>                               | Please confirm compliance to enclosed "General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)" and submit a signed and stamped copy of the same along with offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   |

(vendor Signature)



### Certificate by Chartered Accountant on letter head

This is to Certify that M/s .....,

(hereinafter referred to as 'company') having its registered office at.....is

registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)

.....dtd:.....,

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

Further verified from the Books of Accounts that the investment of the company as

on date .....as per MSMED Act 2006 is as follows:

**1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.

S.O.1722 (E) dated October 5, 2006:

Rs.....Lacs

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

Rs.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs .....Lacs is within permissible limit of Rs..... Lacs for

.....micro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is .....

(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant



# **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-2017,Rev: 01)

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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).

### **2. ORIGIN OF QUOTATION.**

- a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer / agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.

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

### **3. SUBMISSION OF TENDER.**

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

Quotation Against Enquiry No. \_\_\_\_\_

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

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

To,

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

- b) 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.
- c) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. 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.
- d) 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

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submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.

- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- f) 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.
- g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from [www.bhel.com](http://www.bhel.com)
- i) 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.

#### 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, for price bid opening on that particular day. General authorization letter is not acceptable.

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

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.
- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company.

#### 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.

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- 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) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.

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

### 7. REVERSE AUCTION.

- a) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after Techno-Commercial Evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides for RA. Detailed guidelines available at our site [www.bhel.com](http://www.bhel.com)
- b) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to

participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

### 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%.

### 9. PENALTY FOR LATE DELIVERY.

- a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this condition must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation.
- b) 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.
- c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- e) **DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- f) **DELIVERY AGAINST BANK DOCUMENTS:** In case payment terms quoted by bidder are documents through bank, and

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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 penalty purpose.

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

### 10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

### 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

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the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

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

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

### 12. BANK GUARANTEE.

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

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

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

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

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

### 14. QUALITY REQUIREMENT.

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

### 15. VALIDITY

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

### 16. RIGHT OF ACCEPTANCE.

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

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

### 17. TRANSIT INSURANCE.

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

### 18. RISK PURCHASE.

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

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

### 19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

### 20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the

bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

### 21. SETTLEMENT OF DISPUTES / ARBITRATION.

In all cases of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

**JURISDICTION:** The courts of Haridwar, India, shall have exclusive jurisdiction.

### 22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be

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uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

- 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 :-
- c) Valid NSIC Certificate or
- d) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- e) 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.
- f) However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
- g) 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.
- h) 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 20% 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 20% quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
- i) While distributing the 20% 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.

- j) 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 .
- k) 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.
- l) If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
- m) Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail

#### 24. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website [www.bhelhwr.co.in](http://www.bhelhwr.co.in) The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to [ppx\\_idx@bhelhwr.co.in](mailto:ppx_idx@bhelhwr.co.in) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site [www.bhelhwr.co.in](http://www.bhelhwr.co.in)
- d) Copy of this Tender Enquiry is being sent through the post.

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**25. NOTE.**

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision 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.

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23. NOTE.

#### 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).

#### 2. ORIGIN OF QUOTATION.

- a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer / agent can also submit the bid on

their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.

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

#### 3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. \_\_\_\_\_

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

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

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

- b) 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.
- c) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received

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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.

- d) 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 as mentioned above in clause c.
- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.
- g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from [www.bhel.com](http://www.bhel.com)

- i) 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.
- j) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.

#### 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, for price bid opening on that particular day. General authorization letter is not acceptable.

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

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.

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

#### 6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Bidders need to quote their prices on CFR any sea port in Mumbai or FCA basis to the named airport in Euro / USD / JPY / UK Pound / SF / Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.
- d) Offers received other than CFR basis may result in non-consideration of such bids.
- e) However if BHEL agrees to accept the FOB condition, to arrive at landed cost at our plant / site, the FOB prices shall be loaded for 3% (of FOB Value) towards marine insurance, port handling charges & inland freight or actual freight / port handling charges as per BHEL contract whichever is higher.

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

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

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

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

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

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separately in that case only the offer of OEM can be considered as an exception.

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

- I. Expected weight of goods (lots wise).
- II. The size of packed goods.
- III. Whether the goods can be dispatched in containers?
- IV. Port of Loading.
- V. Port of Discharge.

#### 7. REVERSE AUCTION.

- a) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after Techno-Commercial Evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides for RA. Detailed guidelines available at our site [www.bhel.com](http://www.bhel.com)
- b) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

#### 8. DELIVERY TERMS.

- a) Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order.

- b) In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container / High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
- c) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.
- d) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders.
- e) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 600 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).
- f) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.
- g) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the IGM (Import General Manifest) at discharge port.

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- h) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- i) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is mandatory to be provided. However a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- j) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and / or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any paid by BHEL (for stated reasons).
- k) **The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will have to forego Input Credit on GST.**
- l) While booking the shipment, bidder to also finalize **destination charges** and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- m) If cargo is stuffed in container then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- n) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.
- p) **Information related to OBL / AWB Documents:**
- I. Consignee name and address should be same as mentioned in the Purchase order.
- II. Notify party: Name and address will be as follows :( For discharge port Mumbai or Nhava Sheva)  
Bharat Heavy Electricals Limited  
14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005  
Email: [msseahwr@bhel.in](mailto:msseahwr@bhel.in) &  
[ppximx@bhelhwr.co.in](mailto:ppximx@bhelhwr.co.in) (in case of Sea Shipments)  
Email: [msair@bhel.in](mailto:msair@bhel.in) and  
[ppximx@bhelhwr.co.in](mailto:ppximx@bhelhwr.co.in) ( in Case of Air shipments)  
For latest updating please refer our web site:  
[www.bhelhwr.co.in](http://www.bhelhwr.co.in)
- III. OBL should clearly mention the Indian agent address and contact details.
- IV. OBL should be issued as per UCP 600.
- V. In case of incoterms other than FOB, OBL should mention the container detention free period.
- VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to their Mumbai office with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings may be routed through bank based on the other agreed terms and conditions of purchase order.

#### 9. PENALTY FOR LATE DELIVERY.

- a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this CONDITION

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must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation.

- b) 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.
- c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- e) The delivery date for penalty purpose will be the Bill of Lading Date / Air way bill.

#### **10. PAYMENT TERMS.**

- a) BHEL's standard payment term is Payment after Receipt and Acceptance of Material / Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- d) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be

specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.

- e) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.

#### **11. BANK GUARANTEE.**

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

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

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

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

- b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG/refund of amount paid.

#### **13) QUALITY REQUIREMENT.**

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

#### **14. VALIDITY.**

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

#### **15. RIGHT OF ACCEPTANCE.**

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

#### **16. TRANSIT INSURANCE.**

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

#### 17. PHYTOSANITARY CERTIFICATE:

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

#### 18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part

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

#### 19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing

with the sellers located in such zone / region/ country then BHEL reserves the right to cancel the order.

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

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

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

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

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to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

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

#### 22. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website [www.bhelhwr.co.in](http://www.bhelhwr.co.in). The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to [ppx\\_idx@bhelhwr.co.in](mailto:ppx_idx@bhelhwr.co.in) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site [www.bhelhwr.co.in](http://www.bhelhwr.co.in).
- d) Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.

#### 23. 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 supervision 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. Guidelines 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.

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