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For tender documents (commercial)
Tender no B/4011/2016/1489V1

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BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (UA)
Fax: 01334-226084/226462, Phone: 285834/284175
E-mail: agupta@bhelhwr.co.in

Ref: BOI/OT/DAPS/N.KPR&TCRN/16-17

Date: 15/09/2016

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	Total Requirement	Last date to get from BHEL	Opening date
1.	B/4011/2016/1489V1	W90312076070 DRY AIR PRESERVATION SYSTEM AS PER DRG: 01207659000 REV: 01	1 NO	12/10/2016	13/10/2016
		W90312076010 DRY AIR PRESERVATION SYSTEM AS PER DRG.NO. 21207641000 REV:00 & ITS ANNEXURES "A" & "B"	1 NO		

2. Tenders will be received up to 13:45 Hrs. (IST) on opening date and opened on the same day at 1400 Hrs. (IST) in / the Tender Room. Offers received after 13:45 as on tender opening date, would be treated as late offer and would not be considered in any circumstances.

3. Interested vendors must submit their offer along with the following Earnest Money Deposit (EMD).

✚ **EMD: Rs. 1,00,000/- (Rs. One Lakh or equivalent foreign currency)**

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. The RTGS details are as under:

SWIFT NO : SBININBB225
CC ACCOUNT NO : 10667995458
IFSC CODE : SBIN0000586
BANK NAME : STATE BANK OF INDIA

Drafts shall be drawn in favor of "BHEL Hardwar".

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

MSE suppliers are exempted from submission of EMD.

4. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
5. Other term and conditions will be as per tender documents.
6. Procurement would be made from Customer Approved Vendors only.
7. The offer of the vendors who are banned/ De-Listed/ Under Hold by BHEL, shall not be considered till the period of their Ban/ De-list/ Hold.

For any further details please log on to www.bhel.com or www.tenders.gov.in or www.bhelhwr.co.in

(Ashish Gupta)
Sr. DGM (PPX-BOI)



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BHEL Enquiry No. : B/4011/2016/1489V1

Date of issue :
Due Date/ opening date:

M/s.....

Sub: Tender Enquiry No. B/4011/2016/1489V1

Dear Sir,

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

Sl. No.	Material Code	Item Description	TOTAL Requirement	Delivery Required	EMD (Earnest Money Deposit)
1.	Material Code : W90312076070	DRY AIR PRESERVATION SYSTEM AS PER DRG: 01207659000 REV: 01	1 NO (660 MW North Karanpura Project)	26/12/2016	Rs. 1,00,000/- (Rs. One Lakh or equivalent foreign currency)
2.	Material Code : W90312076010	DRY AIR PRESERVATION SYSTEM AS PER DRG.NO. 21207641000 REV:00 & ITS ANNEXURES "A" & "B"	1 NO (525 MW Tuticorin Project)	08/12/2017	

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 1.45 PM.

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. Suppliers are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements. Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.

In case of any confusion / un-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. No deviation & request, regarding un-clarity / contradictory conditions / ambiguity, of specifications would be entertained after opening of techno-commercial offers.

Part-1 bid shall be opened of those vendors **ONLY AFTER ENSURING AVAILABILITY OF EMD (PLEASE SUBMIT SEPARATE DRAFTS FOR EMD {drawn in favor of BHEL Hardwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD")**.

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

For & ON BEHALF OF BHEL, HARDWAR

(Ashish Gupta)
Sr. DGM (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, Supplier Registration Form, Pre-Qualification Requirement & EMD and Part II 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.
- Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.

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

The bidders (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.

The suppliers or their authorized person may be allowed to attend the tender opening, 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 (PQR) and documents in support of PQR (**as defined in Annexure-A**). Filled-in Annexure-A to be submitted along with offer.
- b) Complete Technical offer with relevant drawings/ documents /QP etc. (as per specifications and **as Per Special Instructions mentioned in Annexure-B**).
- c) Catalogue of the Equipment (If applicable)
- d) Duly Filled in “Terms & Conditions of the Two Part Tender” (**as per Annexure-C**).
- 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) Replica of Price Bid/ Price sheet (without Prices).
- g) Signed and stamped copy of Confirmation to General Instructions and standard terms & conditions (GISTC) as your acceptance to these terms and conditions. Deviation to “General Instructions and standard terms & conditions”, if any, shall be submitted along with offer in separate documents.



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After tender opening (Part-I), if it is found that:

- The bidder has not submitted the requisite EMD (If applicable)
- The bidder has claimed to be an MSE vendor but no supporting documents have been submitted in this regard.

In both the above cases the offer of bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

Clause 1.2: PART-II (PRICE BID)

The price Bid should be submitted in line with General Instructions and standard terms & conditions (GISTC).

Clause 1.3:

All envelopes shall be sealed separately and following shall be super-scribed on the envelopes:

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

Superscription on envelop:

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

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

The following shall be submitted in this part:

- Complete Technical offer with relevant drawings/ documents /QP (As defined in Annexure B)
- Catalogue (if required)
- Deviation sheet (if there is any deviation with respect to our specification)
- Replica of price bid/ Price sheet (without mentioning the actual prices)
- Terms and conditions of two part tender (foreign or indigenous, whichever applicable)
- Signed and stamped copy of Confirmation to General Instructions and standard terms & conditions (GISTC) (foreign or indigenous, whichever applicable)

Superscription on envelop:

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

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

Superscription on envelop:

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



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

Superscription on envelop:

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

Clause 1.4:

The Part-I (from 1 (a) to 1 (c)) & 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. ----- DUE ON -----
CONTAINING PART-I & PART-II. Vendor's full name and address should be clearly mentioned on the envelope

Thanking You,
Yours faithfully,

For & on behalf of BHEL, Hardwar

(Ashish Gupta)
Sr. DGM (PPX-BOI)



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Annexure-A

PRE-QUALIFICATION REQUIREMENT

Sl. No.	Pre-Qualification Requirements	Vendors Confirmation Indicating page no. where documents are placed
1.	The Bidder should have Designed, Manufactured and supplied at least 1 (One) Dry Air Preservation System for 100 MW or above rating Steam / Gas Turbine Thermal Power Plants.	
2.	The bidder has to submit credentials (At least one no. copy of Purchase order) with technical offer in support of sl. no. 1 above. Bidder/s not submitting credentials will be rejected.	

Note:

1. BHEL would open the price bid of only those vendors, who fulfill our pre-qualification requirements and are duly approved by the end user (if required).
2. Offers of vendors not meeting PQR would be rejected.
3. BHEL reserves the right to verify information submitted by vendor. In case the information is found false / incorrect, the offer shall be rejected.



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Annexure-B

SPECIAL INSTRUCTIONS

A) GENERAL REQUIREMENTS

1. The item is required for 660 MW North Karanpura & 525 MW Tuticorin Stage-IV Projects.
2. The evaluation would be done on the basis of total landed cost to BHEL, considering all items and services of one project taken together, however, separately for each project (i.e. Evaluation will be done for North Karanpura & Tuticorin projects separately).
3. Applicable Specification/ Documents are enclosed for your reference. In case of non-receipt of these documents, you may feel free to contact the undersigned. A list of the enclosed Specification/documents is also enclosed for reference.
4. The offers of the vendors not submitting EMD (if applicable) as per Enquiry Conditions shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.
5. Duly Filled in "Terms and Conditions of the Two Part Tender" are to be necessarily filled and submitted along with the offer.
6. Signed and stamped copy of Confirmation to General Instructions and standard terms & conditions (GISTC) are to be necessarily submitted. Deviation to "General Instructions and standard terms & conditions", if any, shall be submitted along with offer in separate documents. In case no- deviation sheet of "General Instructions and standard terms & conditions", is received along with offer, it will be presumed that all terms and conditions mentioned in "General Instructions and standard terms & conditions" shall be acceptable to you and your offer will be processed accordingly.
7. Bidder/s not registered at BHEL – Haridwar for supply of Dry Air Preservation System need to apply online for their registration on our website (<https://supplier.bhel.in/>). Procedure for filling & submission of online registration form is available at our website (<https://supplier.bhel.in/>). All supporting documents are to be submitted as per clarified procedure.

Kindly ensure the timely submission of your offer (by 1345 Hrs. IST on the due date) and note that Late Offers shall not be entertained under any circumstances.

(For & on behalf of BHEL-HEEP- Haridwar)

(Ashish Gupta)
Sr. DGM (PPX-BOI)

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 dateas per MSMED Act 2006 is as follows:

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

Rs.....Lacs

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

Rs.....Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

**TERMS AND CONDITIONS FOR TWO-PART TENDER
(INDIGENOUS VENDORS)
(DRY AIR PRESERVATION SYSTEM FOR NORTH KARANPURA & TUTICORIN PROJECTS)**

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 envelope must be contained in the main envelope. Enquiry No., Name of Vendor and due date to be marked on all the envelopes. Please fill this Annexure & duly signed and stamped copy of this is to be submitted by you along with your offer.

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

Sl. No	Terms	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions	Please submit signed and stamped copy of Confirmation to General Instructions and standard terms & conditions (enclosed) as your acceptance to these terms and conditions. Deviation to “General Instructions and standard terms & conditions”, if any, shall be submitted along with offer in separate documents. Please note that in case no- deviation sheet of “General Instructions and standard terms & conditions”, is received along with offer, it will be presumed that all terms and conditions mentioned in “General Instructions and standard terms & conditions” shall be acceptable to you and your offer will be processed accordingly	
2.	Customer Approval	Please note that for North Karanpura project, procurement would be done from customer (i.e. M/s NTPC) approved vendors only. In case customer of does not approve a vendor before opening of price bid, their offer shall not be considered for North Karanpura project. Please submit your credentials along with offer in enclosed NTPC questionnaire format. After receipt of offer and registration with BHEL, BHEL will take-up with customer for your approval with the credentials submitted by you along with your offer.	
3.	Evaluation criteria	The evaluation would be done on the basis of total landed cost to BHEL, considering all items and services of one project taken together, however, separately for each project (i.e. Evaluation will be done for North Karanpura & Tuticorin projects separately).	
4.	Documents	Kindly confirm that the following documents have been submitted along with your offer: 1. Requisite EMD (if applicable) 2. Complete Technical offer with relevant drawings/ documents /QP etc. (as per Special Instructions mentioned in Annexure-B). 3. Documents in support of Pre-Qualification Requirement (as defined in Annexure-A) 4. Quality Plan for BHEL & Customer (if foreseen) approval 5. Proof of applying online for registration with BHEL – Haridwar for this item on our website (https://supplier.bhel.in/) (For vendor's not registered at BHEL, Haridwar for this item) 6. Any other document as specified in “Instructions to Bidders”.	

5.	Validity	Confirm that the validity of the offer shall be 120 days from the due date of opening of Techno-Commercial offers.	
		It should also be noted that offers quoting the validity less than 120 days from EOD (Enquiry Opening Date), may not be considered by BHEL.	
6.	Delivery	Please note that material is required as per the deliveries mentioned in lot date of enquiry. Please quote your deliveries accordingly in no. of weeks from the date of PO considering below mentioned clause of document approval and time required by BHEL for issue of Material dispatch clearance (MDCC).	
		If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.	
7.	Engineering Document/ Document approval	Drawings/Data sheets/documents as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.	
8.	Payment Terms	BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at Site (i.e. at 660MW North Karanpura and 525MW Tuticorin Project sites). Please confirm your acceptance for these payments terms. Mode of Payment will be submission of shipping / dispatch documents through bank (i.e. CAD) or direct to BHEL. PI confirm.	
		Material receipt and acceptance certificate from BHEL will be part of negotiation documents for Payment.	
		In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account. Please confirm.	
		In case of payment through Bank / Direct through BHEL, Negotiable documents shall be as under: 1) Original For Buyer Invoice 2) Original Commercial Invoice 3) Original GR / LR 4) Original packing list 5) Original Guarantee certificate. 6) Original release note by BHEL's nominated Inspection agency 7) Copy of MDCC issued by BHEL / Original MDCC issued by NTPC (For NTPC projects) Six sets of non-negotiable documents along with three sets of test certificates to be sent to AGM (PPX-BOI) at BHEL-HEEP Haridwar, within 10 days of dispatch.	
9.	Quality Requirements	Please furnish your detailed quality plan along with offer.	
		For North Karanpura project: Inspection shall be done by BHEL nominated inspection agency (i.e. SGS) & NTPC as per NTPC approved Quality Plan.	
		For Tuticorin project: Inspection shall be done by BHEL nominated inspection agency (i.e. SGS) as per BHEL approved Quality Plan.	
		Inspection shall be done by BHEL nominated inspection agency i.e. SGS as per approval QP.	

		Inspection charges would be on BHEL's account. Loading of Inspection Charges would be done as per BHEL's existing rate contract with the TPI agency as on the date of price bid opening (As per present contract TPI rates are @ 0.238% of the material value + Service Tax).	
10.	MDCC clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TC) and inspection report of third party (IR) in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs & IR in hard copy, if complete clear w.r.t. approved quality plan and comply with approved technical documents. In case of any delay on account of BHEL delivery shall be re-scheduled accordingly	
11.	Guarantee	Guarantee shall be 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier. Guarantee certificate is to be provided along with shipping documents.	
12.	Packing Details	Please submit your packing details as under: 1. Net weight of each type of Box 2. Gross Weight of each type of Box 3. Dimension (L X W X H) for each type of Box. 4. No of Boxes of each type.	
13.	Operation & Maintenance Manual	<u>For North Karanpura project:</u> O&M manuals are required in 10 CD ROMS & 1 Hard copy. You are required to put 1 no. of O&M manuals (hard copy) & 1 CD ROM in the packing box and description of same should be appear on the shipping / packing list. 9 CD ROMS should be send to AGM (PPX-BOI) at BHEL—HEEP Haridwar, immediately after dispatch. Please confirm.	
		<u>For Tuticorin project:</u> O&M manuals are required in 3 CD ROMS & 22 Hard copies. You are required to put 1 no. of O&M manuals (hard copy) & 1 CD ROM in the packing box and description of same should be appear on the shipping / packing list. 2 CD ROMS & 21 Hard copies should be send to AGM (PPX-BOI) at BHEL—HEEP Haridwar, immediately after dispatch. Please confirm.	
14.	E-1 Form.	This is a case of E-1 transaction. In case of PO, BHEL will issue "C" form after supply. Supplier is required to submit "E-1" form against the "C" form. Please confirm acceptance.	

**TERMS AND CONDITIONS FOR TWO-PART TENDER
(FOR OVERSEAS VENDORS)
(DRY AIR PRESERVATION SYSTEM FOR NORTH KARANPURA & TUTICORIN PROJECTS)**

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 envelope must be contained in the main envelope. Enquiry No., Name of Vendor and due date to be marked on all the envelopes. Please fill this Annexure & duly signed and stamped copy of this is to be submitted by you along with your offer.

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

Sl. No.	Terms	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions	Please submit signed and stamped copy of Confirmation to General Instructions and standard terms & conditions (enclosed) as your acceptance to these terms and conditions. Deviation to “General Instructions and standard terms & conditions”, if any, shall be submitted along with offer in separate documents. Please note that in case no- deviation sheet of “General Instructions and standard terms & conditions”, is received along with offer, it will be presumed that all terms and conditions mentioned in “General Instructions and standard terms & conditions” shall be acceptable to you and your offer will be processed accordingly	
2.	Customer Approval	Please note that for North Karanpura project, procurement would be done from customer (i.e. M/s NTPC) approved vendors only. In case customer of does not approve a vendor before opening of price bid, their offer shall not be considered for North Karanpura project. Please submit your credentials along with offer in enclosed NTPC questionnaire format. After receipt of offer and registration with BHEL, BHEL will take-up with customer for your approval with the credentials submitted by you along with your offer.	
3.	Evaluation criteria	The evaluation would be done on the basis of total landed cost to BHEL, considering all items and services of one project taken together, however, separately for each project (i.e. Evaluation will be done for North Karanpura & Tuticorin projects separately).	
4.	Documents	Kindly confirm that the following documents have been submitted along with your offer: 1. Requisite EMD (if applicable) 2. Complete Technical offer with relevant drawings/ documents /QP etc. (as per Special Instructions mentioned in Annexure-B). 3. Documents in support of Pre-Qualification Requirement (as defined in Annexure-A) 4. Quality Plan for BHEL & Customer (if foreseen) approval 5. Proof of applying online for registration with BHEL – Haridwar for this item on our website (https://supplier.bhel.in/) (For vendor’s not registered at BHEL, Haridwar for this item) 6. Any other document as specified in “Instructions to Bidders”.	
5.	Validity	Confirm that the validity of the offer shall be 120 days from the due date of opening of Techno-Commercial offers.	

		It should also be noted that offers quoting the validity less than 120 days from EOD (Enquiry Opening Date), may not be considered by BHEL.	
6.	Delivery	Please note that material is required as per the deliveries mentioned in lot date of enquiry. Please quote your deliveries accordingly in no. of weeks from the date of PO considering below mentioned clause of document approval and time required by BHEL for issue of Material dispatch clearance (MDCC).	
		If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.	
7.	Engineering Document/ Document approval	Drawings/Data sheets/documents as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.	
8.	Payment Terms	BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at Site (i.e. at 660MW North Karanpura and 525MW Tuticorin Project sites). Please confirm your acceptance for these payments terms. Mode of Payment will be submission of shipping / dispatch documents through bank (i.e. CAD) or direct to BHEL. PI confirm.	
		Material receipt and acceptance certificate from BHEL will be part of negotiation documents for Payment.	
		In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account. Please confirm.	
		Negotiable documents for payment are as under. Please confirm your acceptance: 1) 2 of 3 Original Bill of lading 2) Material receipt and acceptance certificate from BHEL. 3) Original certificate of origin endorsed by economic chamber of commerce of originating country. 4) Original Guarantee certificate. 5) Original invoice 6) Original packing list 7) Original inspection certificate and release note by BHEL's approved Inspection agency. 8) Copy of Material clearance certificate issued by BHEL 9) Copy of PBG acceptance / receipt certificate issued by BHEL 10) 1 of 3 Original Bill of lading along with other Non-negotiable documents to be sent by you to us immediately after shipment.	
9.	Quality Requirements	Please furnish your detailed quality plan along with offer.	
		<u>For North Karanpura project:</u> Inspection shall be by any of BHEL approved third party inspection agency (Viz. M/s Lloyds Register, M/s TUV or M/s BV) & NTPC as per NTPC approved Quality Plan.	
		<u>For Tuticorin project:</u> Inspection shall be by any of BHEL approved third party inspection agency (Viz. M/s Lloyds Register, M/s TUV or M/s BV) & NTPC as per BHEL approved Quality Plan.	
		"Inspection charges & co-ordination for third party inspection shall be to your account. Please confirm that your quotation for individual item includes inspection charges by any of BHEL approved inspection agencies viz. M/s Lloyds Register, M/s M/s TUV or M/s BV. In case nothing is mentioned regarding third party inspection charges, it will be presumed that these are included in quoted prices. Please confirm."	

10.	MDCC clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TC) and inspection report of third party (IR) in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs & IR in hard copy, if complete clear w.r.t. approved quality plan and comply with approved technical documents. In case of any delay on account of BHEL delivery shall be re-scheduled accordingly	
11.	Guarantee	Guarantee shall be 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier. Guarantee certificate is to be provided along with shipping documents.	
12.	Operation & Maintenance Manual	<u>For North Karanpura project:</u> O&M manuals are required in 10 CD ROMS & 1 Hard copy. You are required to put 1 no. of O&M manuals (hard copy) & 1 CD ROM in the packing box and description of same should be appear on the shipping / packing list. 9 CD ROMS should be send to AGM (PPX-BOI) at BHEL—HEEP Haridwar, immediately after dispatch. Please confirm.	
		<u>For Tuticorin project:</u> O&M manuals are required in 3 CD ROMS & 22 Hard copies. You are required to put 1 no. of O&M manuals (hard copy) & 1 CD ROM in the packing box and description of same should be appear on the shipping / packing list. 2 CD ROMS & 21 Hard copies should be send to AGM (PPX-BOI) at BHEL—HEEP Haridwar, immediately after dispatch. Please confirm.	



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Indian Bidders (Version April-2016)

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

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC) For Indian Bidders (Version April-2016)

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. 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 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. <u>TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.</u> 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. 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.
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Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Indian Bidders (Version April-2016)**

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 Sales Tax, Excise Duty and any other statutory levy should be indicated separately and clearly in the bid/quotation. g) Bidders can despatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR/destination. If material is despatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis. h) In case of despatch 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. 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 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 tempering 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) <u>DELIVERY IN CASE OF REJECTION:</u> In case the material is rejected, then date of replacement will be considered as the actual date of delivery. f) <u>DELIVERY AGAINST BANK DOCUMENTS:</u> In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar/FOR Transporter Godown", then date of delivery will be date of intimation by transporter/bidder of delivery of material at Haridwar for the penalty purpose.
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Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC) For Indian Bidders (Version April-2016)

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 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. 11. TAXES & DUTIES. a) If PAN (Permanent Account Number) of the recipient is not available, 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. b) The bidder shall clearly indicate extent of taxes as applicable in his technical bid. c) All forms as required by Law to avail concessional tax benefits are to be submitted within the stipulated time. BHEL reserves the right to withhold the payment due to the bidder or deduct the payment equivalent to additional tax and other liability on BHEL due to non/late submission of above forms. d) Bidder to quote place from where supply of goods is expected, to evaluate us applicable Value Added Tax input credit. Any subsequent changes in this may affect availability of input credit to BHEL; the same will be on bidder's account. e) In case of intra-state sale, bidder to ensure quoting TIN Number of BHEL applicable in the state of transaction and same should be asked by bidder in time. f) Rate of Excise Duty, CST/VAT and Service Tax must be indicated in offer even if it is inclusive.	g) Taxes & duties as applicable at the time of supply shall be payable. h) <u>IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:</u> Wherever the material being offered is imported, bidder must quote the prices inclusive of CVD. The rate & value of CVD as included in the price must be indicated separately. In case quantum of CVD is not mentioned by the bidder the same will not be considered for evaluation. However bidder will have to pass on the benefit of CVD to BHEL at the time of actual supply. 12. BANK GUARANTEE. In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder. 13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS. a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 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) (Contd.--)
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Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version April-2016)

(-- Contd.) 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 our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY.

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

16. RIGHT OF ACCEPTANCE.

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

- c) Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be 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.

17. TRANSIT INSURANCE.

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

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Indian Bidders (Version April-2016)

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.

- a) Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake, any other act of God, change in Government Policies, terrorist attack etc. or any other circumstances beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.
- b) 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.
- c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than six months.

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.

JURIDICTION: 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.

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version April-2016)

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

**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**For Indian Bidders (Version April-2016)****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 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 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
- d) Copy of this Tender Enquiry is being sent through the post.

25. NOTE.

- a) Special conditions of enquiry, if enclosed, will supersede the standard/general terms of enquiry.

Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version April-2016)

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

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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Foreign Bidders (Version April-2016)

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. 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 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. <u>TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.</u> The bidders or their authorized representatives (contd. --)	(-- contd.) 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) 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.
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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: - Currency exchange rate (TT selling rates of SBI) for evaluation of the bid/quotation received in foreign currency will be as follows: - Single part bid – Date of tender opening. - Two / Three part bid – Date of part 1 opening. - Reverse auction – Date of part-1 opening. g) Evaluation of Indian Agents Commission: - 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. - 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. - In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.	h) While submitting your bids please clearly indicate: - Expected weight of goods (lots wise). - The size of packed goods. - Whether the goods can be dispatched in containers? - Port of Loading. - Port of Discharge. 7. REVERSE AUCTION. - 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 - 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 tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue. 8. DELIVERY TERMS. - Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order. - 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).
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**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**For Foreign Bidders (Version April-2016)**

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 500 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 to filing the IGM (Import General Manifest) at discharge port. 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 Service tax.	l) While booking the shipment, bidder to also finalize <u>destination charges</u> 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 (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 and ppximx@bhelhwr.co.in (in case of Sea Shipments) Email: kkant@bhel.in; salvi@bhel.in, Sunil.patil@bhel.in (in Case of Air shipments) For latest updation please refer our web site: 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.
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HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Foreign Bidders (Version April-2016)

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) 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 day 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 60 days prior to the scheduled delivery and will be valid for a period of 90 days.

11. BANK GUARANTEE.

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

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

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 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 our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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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. 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.
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- 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.

- a) Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake, any other act of God, change in Government Policies, terrorist attack etc. or any other circumstances beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.
- b) 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.
- c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than six months.

- d) If the war like situation has developed in a country where a bidder's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the bidders located in such zone / region/ country, then the offer of such bidders shall be rejected. BHEL reserves the right to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by the Indian embassy located in the affected country.

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. (Contd.--)

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(-- contd.) 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.

JURIDICTION: The courts of Haridwar, 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. 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 pplx_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.
- d) Copy of this Tender Enquiry is being sent through the post.
- 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, will supersede the 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.

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

	CORPORATE QUALITY ASSURANCE SUB-VENDOR QUESTIONNAIRE
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10.	Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing	Details attached at Annexure – F2.6												
11.	Manufacturing facilities (List of machines, special process facilities, material handling etc.)	Details attached at Annexure – F2.7												
12.	Testing facilities (List of testing equipment)	Details attached at Annexure – F2.8												
13.	If manufacturing process involves fabrication then- List of qualified Welders List of qualified NDT personnel with area of specialization	Applicable / Not applicable Details attached at Annexure – F2.9 (if applicable)												
14.	List of out-sourced manufacturing processes with Sub-Vendors' names & addresses	Applicable / Not applicable Details attached at Annexure. –F2.10 (if applicable)												
15.	Supply reference list including recent supplies	Details attached at Annexure – F2.11 (as per format given below)												
	<table border="1" style="width: 100%;"> <tr> <th style="width: 10%;">Project/ package</th> <th style="width: 10%;">Customer Name</th> <th style="width: 30%;">Supplied Item (Type/Rating/Model /Capacity/Size etc)</th> <th style="width: 20%;">PO ref no/date</th> <th style="width: 20%;">Supplied Quantity</th> <th style="width: 10%;">Date of Supply</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply							
Project/ package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply									
16.	Product satisfactory performance feedback letter/certificates/End User Feedback	Attached at annexure - F2.12												
17.	Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating) Note:- Reports need not to be submitted	Applicable / Not applicable Details attached at Annexure – F2.13 (if applicable)												
18.	Statutory / mandatory certification for the proposed product	Applicable / Not applicable Details attached at Annexure – F2.14 (if applicable)												
19.	Copy of ISO 9001 certificate (if available)	Attached at Annexure – F2.15												
20.	Product technical catalogues for proposed item (if available)	Details attached at Annexure – F2.16												
<table border="1" style="width: 100%;"> <tr> <td style="width: 15%;">Name:</td> <td style="width: 30%;"> </td> <td style="width: 10%;">Desig:</td> <td style="width: 20%;"> </td> <td style="width: 10%;">Sign:</td> <td style="width: 15%;"> </td> <td style="width: 10%;">Date:</td> <td style="width: 10%;"> </td> </tr> </table>			Name:		Desig:		Sign:		Date:					
Name:		Desig:		Sign:		Date:								

Company's Seal/Stamp:-

	CORPORATE QUALITY ASSURANCE MAIN CONTRACTOR EVALUATION REPORT				

i.	Main Contractor					
ii.	Project					
iii.	Package Name				Package No	
iv.	Proposed Item/Scope of Sub-contracting					
v.	Item covered under	Schedule-1			As per contract clause No-	
		Schedule-2				
vi.	If item is Schedule-1 and proposed sub-vendor is indigenous, Main Contractor to explain how the contractual provisions will be fulfilled-					
vii.	Name and Address of the proposed Sub-vendor's works					
viii.	PO placement date/ Start of manufacturing (if self-manufactured) as per L2 network					
ix.	Item Description (Type/Size/Rating/Scope of Sub-Contracting)	Total quantity of proposed item envisaged in this package (Nos/ Running Meters/ Kgs/ Tons etc)	Quantity proposed to be procured from proposed sub-vendor (Nos/ Running Meters /Kgs /Tons etc)	Per month quantity requirements as per project schedule	Actual monthly production capacity viz-a-viz the monthly proposed order requirement	
x.	Supply experience of the proposed sub-vendor (including supplies to Main Contractor, if any) for similar item/scope of sub-contracting, for last 3 years (<i>Note:- Only relevant experience details wrt proposed item/scope of subcontracting to be brought out here</i>)					
	Project/Package	Customer Name	Supplied Item (Type/Rating/Model /Capacity/Size etc)	PO ref no/date	Supplied Quantity	Date of Supply
We confirm that as per our assessment, the proposed sub-vendor has requisite capabilities and supply experience for the proposed item/scope of sub-contracting.						
Name:		Desig:		Sign:	Date:	

Company's Seal/Stamp:-

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