



THE DEPUTY GENERAL MANAGER (PPX-BOI)
BHARAT HEAVY ELECTRICALS LIMITED,
Heavy Electrical Equipment Plant
Ranipur, Haridwar – 249403 (UK), India

Tender Enquiry No. B/4066/2019/0147V1 for the requirements of Turbine Integral Piping for Uppur U-1&2 project

All commercial / tender documents uploaded alongwith this Open Tender are as mentioned below. In case of non-receipt or non-clarity of any of these documents, you may contact undersigned. No Financial Implication on account of non-availability of documents would be entertained after opening of Techno-Commercial Offers & PQR (i.e. Part -I).

LIST OF ENCLOSURES

<u>Commercial Documents</u>		
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	TOTAL PAGES	100

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BHARAT HEAVY ELECTRICALS LIMITED
HEEP, HARIDWAR-249403 (Uttarakhand)
Fax: 01334-226084/226462, Phone: 281660/281685

E-mail: k-yadav@bhel.in

Ref: BOI/OT/19-20/TIP/01

Date: 01.08.2019.

OPEN TENDER

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

S. N.	Tender No.	Item Description	Total Requirements	Project Name	Last date to get from BHEL	Opening date
1.	B/4066/2019/0147V1	W90313182043 Turbine Integral Piping as per Spec No. ST34001 Rev-08 & Doc No. 413182V3100	02 ST	Uppur U-1&2 Project	1 day before opening date	22-Aug-2019

1. Tenders will be received up to 13:45 Hrs. (IST) on opening date and opened on the same day at 14:00 Hrs. (IST) in the Tender Room.
2. Interested suppliers must submit their offer along with the following Earnest Money Deposit (EMD). The EMD should be submitted in the form of **demand draft/ Pay Order/ cash** (as permissible under income tax act). In case of foreign bidders, E- payment is also acceptable. The RTGS details may be obtained from BHEL.

Tender Fee: Nil

EMD: Rs. 2,00,000/- (Rs. Two Lacs or equivalent foreign currency)

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

3. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
4. Other terms and conditions will be as per tender documents.
5. The offer of the vendors who are banned/ De-Listed/ Under Hold by BHEL, shall not be considered till the period of their Ban/ De-list/ Hold.
6. BHEL-HEEP registered vendors (**i.e. PMD vendors**) are exempted from submission of EMD of related PMD items.
7. Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.
8. "For this procurement, Public Procurement (Preference to Make in India), order 2017 Dtd. 15.06.2017 & 28.05.2018. and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable".

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

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

Kapil Yadav
DGM (PPX-BOI)



BHEL Enquiry No.: B/4066/2019/0147V1

Date of issue : 01.08.2019

Due Date/ opening date: 22.08.2019.

M/s.....

Sub: Tender Enquiry No. B/4066/2019/0147V1

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 material.

S. N.	Material Code	Total Requirement/ Project		Item Description	Delivery Required	EMD (Earnest Money Deposit)
1.	W90313182043	Uppur U-1&2	02 ST	Turbine Integral Piping as per Spec No. ST34001 Rev-08 & Doc No. 413182V3100	At the earliest	Rs. 2,00,000/- (Rs. Two Lacs or equivalent foreign currency)

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

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

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

Part-I i.e. PQR and technical offer shall be opened of those vendors **ONLY AFTER ENSURING AVAILIBLITY OF EMD (PLEASE SUBMIT DRAFT FOR EMD {drawn in favor of BHEL, Haridwar} IN ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD")** at 14:00 Hrs. (IST) on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring enquiry specific authority letter from their principals for attending the bid opening.

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

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

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

"Evaluation of tender would be done on total landed cost to BHEL upto project site basis"

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

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



BHARAT HEAVY ELECTRICALS LIMITED
HEEP, HARIDWAR-249403 (Uttarakhand)
Fax: 01334-226084/226462, Phone: 281660/281685
E-mail: k-yadav@bhel.in

If after tender opening, it is found that: -

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

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

1. Tender specific additional terms & Conditions and GISTC Rev. 04 is attached herewith. Please confirm each clause and submit duly ink signed and stamped additional terms & conditions and GISTC Rev. 04 along with your valuable offer.
2. You may download all original documents from website by **21.08.2019. (5:00 PM; IST)**.
3. Please submit your complete offer by **22.08.2019. (01:45 PM; IST)** to BHEL Haridwar tender cell. Please note that late offer will not be considered.
4. Offers against our enquiry will be opened on **22.08.2019. (02:00 PM; IST)**.

Address for Submission of Offer:

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

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

For & ON BEHALF OF BHEL, HARIDWAR

Kapil Yadav
DGM (PPX-BOI)



INSTRUCTION TO BIDDERS

Clause 1.0:

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

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

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

The bidders (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. Bids without ink signed will be out rightly rejected.

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

Clause 1.1:

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

- a) Pre-Qualification Requirements (**as defined in Annexure-A**)
- b) Complete Technical offer with relevant drawings/ datasheets/other documents /QAP etc. (**as Per Special Instructions mentioned in Annexure-B**).
- c) Catalogue of the Equipment (If applicable)
- d) Duly Filled in “Additional Terms & Conditions and GISTC Rev. 04 of the Two Parts Tender” (**as per Annexure-C**).
- e) Deviation if any with reference to specification to be laid down on separate sheet. Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses then same will be considered for final evaluation.
- f) Replica of Price Bid/ Price sheet (without Prices).
- g) The rating of the company quoting for this tender from a third party (independent agency) preferably by DUN & BRADSTREET should be submitted (D&B NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years in absence of D&B / third agency report.**
- h) **Supplier Registration Form:** The Supplier Registration Form (SRF) duly filled will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. This form is to be filled online at www.bhelhwr.co.in or www.bhel.com



Note:

1. Suppliers who are already registered at HEEP, BHEL, Haridwar in the PMD (Product Material Directory) for this item are exempted for submission of online Supplier registration form.
2. Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal on www.bhel.com along with complete documents.
3. Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.

Clause 1.2: PART-II (PRICE BID)

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

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

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

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

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

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

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

Clause 1.3:

The following shall be super-scribed on the envelopes:

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

Superscription on envelope:

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

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

The following shall be submitted in this part:

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



Note:

1. Vendors who are already registered at HEEP, BHEL, Haridwar in the PMD (Product Material Directory) for this item are exempted for submitting the Supplier Registration Form.
2. Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal on www.bhel.com along with complete documents.

Superscription on envelope:

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

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

Superscription on envelope:

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

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

Superscription on envelope:

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

Clause 1.4:

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

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

Clause 1.5:

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

Clause No. 1.6: As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)

Thanking You,
Yours faithfully,

For & on behalf of BHEL, Hardwar.

KAPIL YADAV
DGM (PPX-BOI)



PRE-QUALIFICATION REQUIREMENTS FOR ALLOY STEEL PIPING - P92 MATERIAL

1. Vendor to submit experience-list (\$) for supply of piping spools (#) in thermal power plants/process industries

where piping spools refers to pipe assemblies (pipes welded with pipe fittings such as elbows, tees, reducer etc.)

\$ where experience list means fulfillment of below parameters: -

- a) Supply of minimum 1 (One) Ton of piping spools in material **Alloy Steel (ASTM A335 P92)** or equivalent national / international pipe standard as per ASME B36.10/B16.9 or equivalent, in last 6 years.
b) Experience list shall be furnished in following format: -

(Project Name/ Customer Name)	Purchase Order (PO) Ref	Date of PO	Weight of piping spool supplied	Contact details of customer (email, phone number etc.)

2. Vendor to submit unpriced copy of Purchase Orders in support of point 1 (a) above correlating with third party approved WPS/PQR for all above mentioned material grades.
3. To carry out acid pickling & passivation process, vendor must have in-house facility requiring at least 5 tanks of minimum size **6.5mX1.5mX1m**. Photographs of above facility (tanks) as evidence to be submitted along with offer.

KAPIL YADAV
DGM (PPX-BOI)



SPECIAL INSTRUCTIONS

A) GENERAL REQUIREMENTS

1. The material is to be delivered to **Uppur U-1&2 project** site directly from supplier works. Quotation shall be submitted accordingly.
2. The offer shall be submitted in-line with tender documents.
3. Duly filled and ink signed, stamped "**Additional Terms and Conditions, GISTC Rev. 04 & Integrity Pact of the Two Parts Tender**" are to be necessarily submitted along with the offer.
4. **Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal on www.bhel.com along with complete documents.**

B) QUALITY REQUIREMENTS: -

1) For Indigenous Suppliers: -

- i) Material is to be procured from customer approved vendors only. Please submit complete credentials (i.e. Organization structure, unpriced PO copies, Supply details, Experience details, supply completion certificates from end user, successfully commissioning certificates from end user, any other documents...etc.) in order to take up with customer for approval.
- ii) Submit the endorsed BHEL quality plan no. **QA/BI/QP/305 Rev 02** (enclosed). Your endorsed QAP would be submitted to customer for review and approval.
- iii) Kindly confirm to follow finally customer approved QAP.
- iv) Inspection of material would be done by BHEL nominated third party inspection agency "**M/s BVIL**" as per customer approved QAP.
- v) Please note that only customer approved vendors would be considered in tender for final evaluation purposes. This is for your kind information please.

2) For Foreign Suppliers:

- i) Material is to be procured from customer approved vendors only. Please submit complete credentials (i.e. Organization structure, unpriced PO copies, Supply details, Experience details, supply completion certificates from end user, successfully commissioning certificates from end user, any other documents...etc.) in order to take up with customer for approval.
- ii) Submit the endorsed BHEL quality plan no. **QA/BI/QP/305 Rev 02** (enclosed). Your endorsed QAP would be submitted to customer for review and approval.
- iii) Kindly confirm to follow finally customer approved QAP.
- iv) Inspection of material would be done by BHEL nominated third party inspection agency "**M/s TUV/BV/LRS**" as per customer approved QAP.
- v) Please note that only customer approved vendors would be considered in tender for final evaluation purposes. This is for your kind information please.
- vi) Charges for above mentioned third party inspection agency will be to vendor scope. Please quote your valuable offer inclusive of third party inspection charges for foreign scope of inspection. In case, nothing is mentioned in your offer then your valuable offer will be evaluated considering **inclusive inspection charges**".

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

**KAPIL YADAV
DGM (PPX-BOI)**

Additional terms & conditions of tender enquiry (In addition to General instructions and standard terms & conditions as enclosed) For Two Parts (Indian Suppliers)

S. N.	Terms	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions:	Please submit signed and stamped on each page of your offer along with confirmations of following documents: 1. General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC Rev. 04): for Indian bidder 2. Additional conditions for tender enquiry (Annexure C) 3. Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents. Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.	
2.	Documents Checklist:	Kindly confirm that the following documents have been submitted along with your offer: 1. Requisite EMD 2. Pre-Qualification Requirements (as defined in Annexure-A). 3. Complete Technical offer with relevant drawings/ documents /QAP etc. (as per special instructions mentioned in Annexure-B). 4. Experience Details 5. Any other document as specified in “Instructions to Bidders”. 6. Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal available on www.bhel.com along with complete documents.	
3.	Special Instruction:	Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of tender enquiry. Hence, please read all specifications / documents thoroughly and submit your offer as per specifications of tender enquiry.	
4.	Basis of Quotation:	Kindly confirm that the prices have been quoted on freight pre-paid up to destination basis. The goods can be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Pls. note that, if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) from Project Site for processing of your invoice. No demurrage charges would be payable by BHEL. Kindly confirm.	
5.	Validity:	Confirm that your offer shall be valid for 180 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.	
6.	Evaluation criterion:	Evaluation of tender would be done on total landed cost to BHEL upto site basis. Please quote accordingly.	

7.	Documents:	Vendor shall furnish a statement along with dispatch documents which shall depict total qty of items, qty dispatched and qty balance. Dispatch particulars will also be shown in this statement. Confirm that all the documents shall be provided as per specifications.	
8.	Bank Charges:	Kindly Confirm that Bank Charges shall be either side.	
9.	Insurance:	The Transit Insurance will be arranged by BHEL. Pl. send your offer keeping this in view.	
10.	Quality Requirements:	For Uppur U-1&2 Project: i) Material is to be procured from customer approved vendors only. Please submit complete credentials (i.e. Organization structure, unpriced PO copies, Supply details, Experience details, supply completion certificates from end user, successfully commissioning certificates from end user, any other documents...etc.) in order to take up with customer for approval. ii) Submit the endorsed BHEL quality plan no. QA/BI/QP/305 Rev 02 (enclosed). Your endorsed QAP would be submitted to customer for review and approval. iii) Kindly confirm to follow finally customer approved QAP. iv) Inspection of material would be done by BHEL nominated third party inspection agency "M/s BVIL" as per customer approved QAP. v) Please note that only customer approved vendors would be considered in tender for final evaluation purposes. This is for your kind information please.	
11.	Verification of items at site:	Please ensure to take receipt from site for boxes for every dispatch against GR. Opening of packed Boxes and Verification of items sent inside Box will be in presence of supplier's representative at site. Supplier is required to depute their representative to site (one visit per set) <u>within 10 days' notice</u> from BHEL for verification of items sent inside Box and ensure receipt of all items. Any shortage found during verification is to be replenished free of charge by supplier on FOR site basis.	
12.	Rates on Per Kg basis	Rates are to be quoted on per kg basis. Weight shall be taken as weight given in BHEL Bill of Material. The weight in Final BOM / revised BOM at a later stage may vary in the range of plus 3% of weight of initial BOM. There will not be any financial implication within this range. However, for any change over the range of +3%, payment shall be made on the increased value of weight over +3% according to per KG rates. If the weight in final BOM decreases w.r.t weight in initial BOM then payment shall be made according to decreased weight according to per KG rates. For Example, if weight exceeds 2% or 3%, no extra payment for this excess weight will be made. If, weight will exceed 5 % than extra payment only for 2% will be made according to per KG rate. If weight will decrease, then deduction of payment will be done for total decreased weight. Please confirm your acceptance for the same.	
13.	Payment Terms:	100% payment is to be made against receipt of material at BHEL site. Kindly confirm. Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice/policy. For loading criterion, please refer clause no. 10 of enclosed GISTC Rev.04.	

14.	Delivery Terms:	Please confirm for the deliveries as mentioned on the enquiry. In case, it is not possible to meet the deliveries as mentioned on the enquiry please quote your best possible deliveries in no. of months from the date of PO placement and final BOM in the format given under for each set separately: - Starting delivery time: _____ Completion time: _____	
15.	Completion of Delivery:	It is mandatory to complete one set of TIP within 3 months i.e. gap between their starting delivery time and completion time shall be maximum 3 months. Please note that any deviation in above delivery terms is not acceptable, offers of the bidders which do not confirm above delivery terms shall not be considered. Please confirm.	
16.	Penalty Clause:	At the rate of 0.5 % (half percent) per week of delay or part thereof subject to a maximum of 10 %. Penalty will be applicable set wise on the total value of the set for a material code i.e. even if a small portion of set of one material code is not delivered within time then penalty will be applicable on total set of that material code. Date of GR/LR shall be treated as delivery date for all purposes. Loading for deviation in penalty for LD clause: Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent by which penalty clause is not agreed.	
17.	MDCC (Material dispatch clearance certificate) Clause:	Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TCs as per QAP) & IRs to BHEL. BHEL will issue MDCC within 7 days of receipt TCs & IRs, if complete & clear in all respects. Any delay in submission of complete reports (i.e. TCs as per QAP & IR) will be to your account. Material shall be dispatched within 7 days of issuing dispatch clearance by BHEL.	
18.	Right of Acceptance:	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
19.	Guarantee/Warranty Clause:	Guarantee Certificate shall be provided as per spec ST34001 rev. 08 clause no 11 i.e. 24 months from the actual delivery or 18 months from the date of commissioning of the piping system, whichever is earlier. In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required. Kindly note that supplier not meeting above mentioned Guarantee/Warranty clause are liable for rejection.	
20.	Arbitration clause:	In all cases of dispute, the matter shall be referred for Arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Limited at Hardwar. The award of the Arbitrator shall be final and binding on both parties. The Arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.	
21.	Packing and Marking:	Packing and Marking of items will be done as per clause no 10 of specification ST34001 Rev. 08. Packing shall be Secure and Sturdy. All the open ends of pipe/pipe assemblies should be closed with both inner & outer end caps with adhesive taping. Please confirm	

22.	Packing list & GR:	Please confirm that in case of order, One soft copy of packing list in editable format (preferably excel sheet) and scanned copy of GR are to be provided to DGM (PPX-BOI) at mail id k-yadav@bhel.in Immediately after dispatch of each lot. In case soft copy of GR and packing list are not received before arrival of lorry at site, Un-loading of material at site may not proceed.	
23.	Dispatch of TIP:	All material should be packed in Boxes sealed in a tamper proof manner. No loose items (except pipe/assembly above 500 NB) are acceptable at site. Items of two different systems of one unit should not be mixed in one box i.e. One system of TIP should be supplied in one packing Box. Partition inside one box for segregation of items of different systems is not acceptable. Please note that every GR should be accompanied with a separate Packing list that is to be sent to site along with the dispatches. Please confirm for all above mentioned condition regarding dispatch of TIP.	
24.	Risk Purchase:	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. Please note that deviation in Risk purchase clause shall not acceptable.	
25.	Deviation: (if any)	Kindly Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
26.	GST:	Please quote your valuable offer regarding GST in line with clause no. 11 of GISTC Rev. 04 (Enclosed).	
27.	Submission of offer:	All envelopes to be marked with whether “Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid & PQR” (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
28.	Origin of quotation:	Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotations are liable to be ignored.	
29.	Business Dealings:	Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same. Also the name of principal supplier should be indicated on envelope in addition to Enquiry no and due date.	

30.	General Terms:	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance does not receive within 15 days of order placement, PO deemed to be accepted by you.	
		Confirm that prices will remain firm and fix during the entire validity and execution of the project.	
		All the documents will be submitted in line with BHEL specification, BOMs & drawings given along with enquiry.	
		O&M Manuals to be submitted as per specification.	
		Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However, if there is any change by BHEL w.r.t. original specification/requirement/scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
31.	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 to go for RA In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.” For details, may please refer clause no. 7 of GISTC Rev. 04 (enclosed) and www.bhel.com. For RA guidelines.	
32.	Integrity Pact	Please submit signed integrity pact along with your offer. The offers of vendor / vendors not submitting integrity pact would likely to be ignored.	

Signature of supplier with Seal

Additional terms & conditions of tender enquiry (In addition to General instructions and standard terms & conditions as enclosed) For Two Parts (Foreign Suppliers)

S. N.	Terms:	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions	Please submit signed and stamped on each page of your offer along with confirmations of following documents: - General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC Rev. 04): for Foreign bidder - Additional conditions for tender enquiry (Annexure C) - Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents. Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.	
2.	Documents Checklist:	Kindly confirm that the following documents have been submitted along with your offer: - Requisite EMD - Pre-Qualification Requirements (as defined in Annexure-A). - Complete Technical offer with relevant drawings/ documents /QAP etc. (as per special instructions mentioned in Annexure-B). - Experience Details - Any other document as specified in “Instruction to Bidders”. - Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal available on www.bhel.com along with complete documents. - Filled ink signed & stamped of Integrity Pact.	
3.	Special Instruction:	Please note that as per BHEL’s Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.	
4.	Basis of Quotation:	For Import Scope of supply:	
		1. Please quote on FOB as well as CFR Mumbai Basis. Freight/shipping charges shall be quoted separately in your offer. Kindly confirm.	
		2. Please note that BHEL reserves the right to place the order either on FOB or CFR Mumbai basis. In case order is placed on CFR basis then Transportation/shipment from port of origin to Mumbai Port shall be to your account.	
		3. Please Inform Name of your FOB port.	
		For Indigenous scope of supply: Kindly confirm that the prices have been quoted on freight pre-paid up to destination basis. The goods can be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Pls. note that, if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) from Project Site for processing of your invoice. No demurrage charges would be payable by BHEL. Kindly confirm.	

Tender Enquiry No. B/4066/2019/0147V1 for the requirements of TIP (Annexure-C)

5.	Validity:	Confirm that your offer shall be valid for 180 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.	
6.	Evaluation criterion:	Evaluation of tender would be done on total landed cost to BHEL upto site basis. Please quote accordingly.	
7.	Documents:	Vendor shall furnish a statement along with dispatch documents which shall depict total qty of items, qty dispatched and qty balance. Dispatch particulars will also be shown in this statement. Confirm that all the documents shall be provided as per specifications.	
8.	Bank Charges:	Kindly Confirm that Bank Charges shall be either side.	
9.	Insurance:	The Transit Insurance will be arranged by BHEL. Pl. send your offer keeping this in view.	
10.	Quality Requirements:	For Uppur U-1&2 project: i) Material is to be procured from customer approved vendors only. Please submit complete credentials (i.e. Organization structure, unpriced PO copies, Supply details, Experience details, supply completion certificates from end user, successfully commissioning certificates from end user, any other documents...etc.) in order to take up with customer for approval. ii) Submit the endorsed BHEL quality plan no. QA/BI/QP/305 Rev 02 (enclosed). Your endorsed QAP would be submitted to customer for review and approval. iii) Kindly confirm to follow finally customer approved QAP. iv) Inspection of material would be done by BHEL nominated third party inspection agency "M/s TUV/BV/LRS" as per customer approved QAP. v) Please note that only customer approved vendors would be considered in tender for final evaluation purposes. This is for your kind information please. vi) Charges for above mentioned third party inspection agency will be to vendor scope. Please quote your valuable offer inclusive of third party inspection charges for foreign scope of inspection. In case, nothing is mentioned in your offer then your valuable offer will be evaluated considering inclusive inspection charges".	
11.	Verification of items at site:	Please ensure to take receipt from site for boxes for every dispatch against GR. Opening of packed Boxes and Verification of items sent inside Box will be in presence of supplier's representative at site. Supplier is required to depute their representative to site (one visit per set) <u>within 10 days' notice</u> from BHEL for verification of items sent inside Box and ensure receipt of all items. Any shortage found during verification is to be replenished free of charge by supplier on FOR site basis.	
12.	Rates on Per Kg basis	Rates are to be quoted on per kg basis. Weight shall be taken as weight given in BHEL Bill of Material. The weight in Final BOM / revised BOM at a later stage may vary in the range of plus 3% of weight of initial BOM. There will not be any financial implication within this range. However, for any change over the range of +3%, payment shall be made on the increased value of weight over +3% according to per KG rates. If the weight in final BOM decreases w.r.t weight in initial BOM then payment shall be made according to decreased weight according to per KG rates. For Example, if weight exceeds 2% or 3%, no extra payment for this excess weight will be made. If, weight will exceed 5 % than extra payment only for 2% will be made according to per KG rate. If weight will decrease, then deduction of payment will be done for total decreased weight. Please confirm your acceptance for the same.	

13.	Payment Terms:	100% payment is to be made against receipt of material at BHEL site. Kindly confirm.	
		Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice/policy. For loading criterion, please refer clause no. 10 of enclosed GISTC Rev. 04.	
14.	Delivery Terms:	Please confirm for the deliveries as mentioned on the enquiry.	
		In case, it is not possible to meet the deliveries as mentioned on the enquiry please quote your best possible deliveries in no. of months from the date of PO placement and final BOM in the format given under for each set separately: - Starting delivery time: _____ Completion time: _____	
15.	Completion of Delivery:	It is mandatory to complete one set of TIP within 3 months i.e. gap between their starting delivery time and completion time shall be maximum 3 months. Please note that any deviation in above delivery terms is not acceptable, offers of the bidders which do not confirm above delivery terms shall not be considered. Please confirm.	
16.	Penalty Clause:	At the rate of 0.5 % (half percent) per week of delay or part thereof subject to a maximum of 10 % . Penalty will be applicable set wise on the total value of the set for a material code i.e. even if a small portion of set of one material code is not delivered within time then penalty will be applicable on total set of that material code. Date of BL/AWB/GR/LR shall be treated as delivery date for all purposes.	
		Loading for deviation in penalty for LD clause: Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent by which penalty clause is not agreed.	
17.	MDCC (Material dispatch clearance certificate) Clause:	Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TCs as per QAP) & IRs to BHEL. BHEL will issue MDCC within 7 days of receipt TCs & IRs, if complete & clear in all respects. Any delay in submission of complete reports (i.e. TCs as per QAP & IR) will be to your account. Material shall be dispatched within 7 days of issuing dispatch clearance by BHEL.	
18.	Guarantee/ Warranty Clause:	Guarantee Certificate shall be provided as per spec ST34001 Rev. 08 clause no 11 i.e. 24 months from the actual delivery or 18 months from the date of commissioning of the piping system, whichever is earlier. In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required.	
		Kindly note that supplier not meeting above mentioned Guarantee/Warranty clause are liable for rejection.	
19.	Right of Acceptance:	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	

20.	Arbitration clause (Indigenous and Import scope of supply):	Indigenous Order: In all cases of dispute the matter shall be referred for Arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Limited at Hardwar. The award of the Arbitrator shall be final and binding on both parties. The Arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.	
		For Import Order: Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India. JURIDICTION: The courts of New Delhi, India, shall have exclusive jurisdiction.	
21.	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. Please note that deviation in Risk purchase clause shall not acceptable.	
22.	Packing and Marking:	Packing and Marking of items will be done as per clause no 10 of specification ST34001 rev.08. Packing shall be Secure and Sturdy. All the open ends of pipe/pipe assemblies should be closed with both inner & outer end caps with adhesive taping. Please confirm	
23.	Packing list & GR for Indigenous scope:	Please confirm that in case of order, One soft copy of packing list in editable format (preferably excel sheet) and scanned copy of GR are to be provided to DGM (PPX-BOI) at mail id k-yadav@bhel.in Immediately after dispatch of each lot. In case soft copy of GR and packing list are not received before arrival of lorry at site, Un-loading of material at site may not proceed.	

24.	Dispatch of TIP:	All material should be packed in Boxes sealed in a tamper proof manner. No loose items (except pipe/assembly above 500 NB) are acceptable at site. Items of two different systems of one unit should not be mixed in one box i.e. One system of TIP should be supplied in one packing Box. Partition inside one box for segregation of items of different systems is not acceptable. Please note that every GR should be accompanied with a separate Packing list that is to be sent to site along with the dispatches. Please confirm for all above mentioned condition regarding dispatch of TIP.	
25.	Deviation: (if any)	Kindly Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
26.	Custom Duty for import and GST for Indigenous scope if any:	Import scope: At present, custom duty is applicable as: 1. Uppur U-1&2: Project Import Pls. note that the comparison would be done as per the applicable custom duty structure on the date of opening of Price Bid.	
		Indigenous scope: Please quote your valuable offer regarding GST in line with clause no. 11 of GISTC Rev. 04 (Enclosed).	
27.	Submission of offer:	All envelopes to be marked with whether “Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid & PQR” (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
28.	Business Dealing:	Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same. Also the name of principal supplier should be indicated on envelope in addition to Enquiry no and due date.	
29.	Origin of quotation:	Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotations are liable to be ignored.	
30.	General Terms:	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance does not receive within 15 days of order placement, PO deemed to be accepted by you.	
		Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
		Please note that the exchange rate for evaluation would be taken as TT Selling rate of SBI as on scheduled date of tender opening (Part-1 bid, i.e. techno-commercial offer).	

Tender Enquiry No. B/4066/2019/0147V1 for the requirements of TIP (Annexure-C)

		Confirm that prices will remain firm and fix during the entire validity and execution of the project.	
		O&M Manuals to be submitted as per specification.	
		All the documents will be submitted in line with BHEL specification, BOMs & drawings given along with enquiry.	
31.	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 to go for RA In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.” For details, may please refer clause no. 7 of GISTC Rev. 04 (enclosed) and www.bhel.com. For RA guidelines.	
32.	Integrity Pact	Please submit signed integrity pact along with your offer. The offers of vendor / vendors not submitting integrity pact would likely to be ignored.	

Signature of supplier with seal



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Indian Bidders (Version April-2019, Rev: 04)

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

- TENDER ROOM is located at: Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.



BHARAT HEAVY ELECTRICALS LIMITED

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- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- i) 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
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1 counter offered rates**, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected outrightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.



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-2019, Rev: 04)

- 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.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.

NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION.

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

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



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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) Where items of Purchase Order are independently usable.

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

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

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

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- f) **DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

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

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

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.
- e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.
- f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.
- g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be

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recoverable from Vendor along with interest levied / leviable on BHEL.

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

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

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

11. TAXES & DUTIES.

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

the same shall be added to the cost of supply in evaluating the bid.

- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

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

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

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

12. BANK GUARANTEE.

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

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

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY.

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

16. RIGHT OF ACCEPTANCE.

a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.



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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 the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.

e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.

f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE.

a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur, Haridwar (Uttarakhand-India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.

b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.



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- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of



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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) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

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

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

quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.

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



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15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
16. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.
17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

24. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website 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 AGM (SDX/MM) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in
- d) Copy of this Tender Enquiry is being sent through the post.

25. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 of government of INDIA. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. Default purchase preference shall be 20% to local suppliers with default minimum local content of 50% for all items / works / services unless any of the Nodal Ministry has

prescribed, or prescribe in future lower or higher percentage of purchase preference and/or local content in respect of any items / works / services in which case the purchase preference and/ or local content for that particular items / works / services shall be as prescribed by the Nodal Ministry.

- C. Vendor to specifically confirm if they are local supplier or not as per above mentioned notification. Accordingly, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content. 'Local Content' means the mount of value added in India, which shall, unless otherwise prescribed, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the Local Supplier shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. Requirement of Purchase Preference: Purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder-
- a. "In Procurement of Goods, Services or Works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of below sub-paragraph b or c, as the case may be, shall be apply".
- b. "In the procurements of goods or work which are not covered by above paragraph a and which are divisible in nature, the following procedure shall be followed";
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.



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- ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preferences shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. "In procurements of goods or works not covered by sub-paragraph E.a) and which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1
- ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price, falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- F. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018
- H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement (Preference to make in India), Order 2017 (revision) :-
- a. If L1 bid is not from local Supplier and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) -
- b. If Local Supplier (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and local supplier matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to Foreign bidder.

Note : L1 Price refers to lowest evaluated / landed cost to company.

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 28.05.2018.

26. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other



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misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>

d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.

e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;

1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.

2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. **Compensation in respect of each of the victims:**

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

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

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



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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____ Dated: _____

Due on: _____

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

- TENDER BOX is located at TENDER ROOM, Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

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



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- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- 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 of such PMD vendor from BHEL's approved vendor list.
- g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com
- 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.
- k) In case of e-Tendering (Online bidding through e portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected outrightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

- Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.

- In case the vendor quotes the prices on CFR basis and BHEL accepts the delivery term on CFR, 0.25 % (of CFR Value) towards port handling charges & 1.5 % (of CFR Value) towards inland freight or actual freight charges as per BHEL freight rate contract whichever is higher, shall be loaded in the prices for ascertaining the landed cost to decide the comparative status of the prices.
- However, if BHEL agrees to accept the FOB delivery terms, the FOB prices shall be loaded 2.0% (of FOB Value) towards sea freight, 0.25% (of FOB Value) towards port handling charges & 1.5% (of FOB value) towards inland freight for ascertaining the landed cost to decide the comparative status of the prices.
- 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.

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

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

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technical bid opening shall be considered for computation of Agency commission.

3. 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:

1. Expected weight of goods (lots wise).
2. The size of packed goods.
3. Whether the goods can be dispatched in containers?
4. Port of Loading.
5. Port of Discharge.

7. REVERSE AUCTION.

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

8. DELIVERY TERMS.

- a) Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order.
- b) 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.
- c) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 600 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).
- d) Any demurrage / Godown Rent payable to the Port Authorities due to any delay attributed by the supplier will be recovered from supplier's account.
- e) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is to be provided mandatorily. However, a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- f) 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).
- g) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- h) 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

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shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).

- i) 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.
- j) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the IGM (Import General Manifest) at discharge port.
- k) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- l) **The invoices being issued by shipping lines must be in the name of BHEL. Any loss in GST due to submission of discrepant document will be recovered from supplier / vendor.**
- m) While booking the shipment, bidder to also finalize **destination charges** and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- n) If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent to BHEL as detailed in para "p" (below), 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 & ppximx@bhelh.in (in case of Sea Shipments)

Email: msair@bhel.in and ppximx@bhel.in (in Case of Air shipments)

For latest updating 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 shipments other than FOB, OBL should mention the container detention free period.
- VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to BHEL- Mumbai office (Address at Para "p-II") with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings (BL) may be routed through bank based on the other agreed terms and conditions of purchase order.

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the

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Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

“In case of CFR shipment where BHEL accepts the date of inspection as the date of delivery for the purpose of penalty, the vendor has to ensure the shipment within 30 days for containerized cargo and 45 days maximum for Break bulk cargo from the date of inspection. Any delay, beyond this period, which is not attributable to BHEL shall be considered for application of penalty.”

“In case of FOB shipment, vendor has to intimate the readiness of cargo after inspection to BHEL nominated Freight forwarder minimum 15 days in advance for containerized cargo and 30 days in advance for Break bulk cargo before the FOB delivery date. The delay in shipment due to late intimation to BHEL nominated freight forwarder and not attributable to BHEL will be considered for application of penalty”.

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- f) 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) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.
- d) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.
- e) In case of payment after receipt and acceptance of material, 100% payment will be made within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment may get delayed.

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

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

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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 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.
- b) 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.

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- 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.

- b) Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES/ARBITRATION.

Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the

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-2019,Rev: 04)

arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

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

22. INFORMATION TO THE BIDDERS.

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

23. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 of government of INDIA. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. Default purchase preference shall be 20% to local suppliers with default minimum local content of 50% for all items / works / services unless any of the Nodal Ministry has prescribed, or prescribe in future lower or higher percentage of purchase preference and/or local content in respect of any items / works / services in which case the purchase preference and/ or local content for that

particular items / works / services shall be as prescribed by the Nodal Ministry.

- C. Vendor to specifically confirm if they are local supplier or not as per above mentioned notification. Accordingly, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content. 'Local Content' means the mount of value added in India, which shall, unless otherwise prescribed, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the Local Supplier shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. **Requirement of Purchase Preference:** Purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder-
 - a) "In Procurement of Goods, Services or Works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of below sub-paragraph b or c, as the case may be, shall be apply".
 - b) "In the procurements of goods or work which are not covered by above paragraph a and which are divisible in nature, the following procedure shall be followed";
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

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-2019,Rev: 04)**

- ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preferences shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) "In procurements of goods or works not covered by subparagraph E.a) and which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1
- ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price, falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

F. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018.
- H. "For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement (Preference to make in India), Order 2017 (revision) :-
- a. If L1 bid is not from local Supplier and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) -
- b. If Local Supplier (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and local supplier matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to Foreign bidder.

Note : L1 Price refers to lowest evaluated / landed cost to company.

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 28.05.2018.

24. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision of business dealings, who either fail to perform or are in default without any

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BHARAT HEAVY ELECTRICALS LIMITED

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reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>

d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.

e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;

1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.

2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. **Compensation in respect of each of the victims:**

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

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

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

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

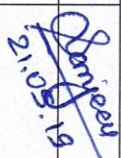
MANUFACTURER'S NAME AND ADDRESS				STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL		
BHEL	VENDOR'S NAME	ITEM	TURBINE INTEGRAL PIPING		QP NO.	QA/BI/QP/305						
		DRG. NO.	AS PER PO		REV.	02						
		SPEC.-	ST34001									
		REV.-	REV 08		Page 1 of 5							
		CHARACTERISTICS		CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT					
SL. NO.	COMPONENT & OPERATIONS						ACCEPTANCE CRITERIA	FORMAT OF RECORDS	AGENCY		REMARKS	
1	2	3	4	5	6	7	8	9	D	10	11	

1.0	MATERIAL										
1.10	Seamless C.S. pipes as per A106 Gr. B	Co-relation & verification of Mill TCS for	Major	Verify	100%	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	Mill TCS	P	V	-
1.11	AS & SS pipes SA 335 P1/P2/SA-312 TP321, P91	Chem. Composition	-DO-	Chem. Test	1/Heat	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	-DO-	P	V	-
1.12		Mech. Properties	-DO-	Mech. Test	1/Lot	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	-DO-	P	V	-
1.13		Flattening or bending test (as applicable as per ASTM)	-DO-	Mech. Test	1/Lot	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	-DO-	P	V	-
1.14		Hydraulic test (for pipes with operating pressure $\leq$ 70 bar)	-DO-	Pressure Test	100%	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	-DO-	P	V	-
		Hydraulic test at more than 1.5 times operating pressure	-DO-	Pressure Test	100%	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	-DO-	P	V	-
		Or Ultrasonic test		Or UT		Applicable ASME/ASTM code And ST34001	Applicable ASME/ASTM Code And ST34001	-DO-	P	V	-
1.15		Heat Treatment (As applicable)	-DO-	Time/Temp.	100%	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	-DO-	P	V	-
1.16		Surface finish	Minor	Visual	100%	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	-DO-	P	V	-
1.17		Dimensions/OD, ID & wall Thickness)	Major	Measurement	100%	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	-DO-	P	V	-
1.20	Roller & welded pipes (SA 691/672)	Mech. Properties	-DO-	Mech. test	1/Heat	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	-DO-	P	V	-
1.21		Chem. Properties.	Major	Chem. test	1/Heat	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	-DO-	P	V	-
1.22		Dimension & Surface finish	-DO-	Measurement & Visual	100%	Applicable ASME/ASTM code	Applicable ASME/ASTM Code	-DO-	P	V	-
1.23		Weld quality (Longitudinal & circumferential seams)	Critical	UT/R. T.	As per Table AA & BB of ST 34001	Applicable ASME Sec. VIII Div. I /UW51 & 53	Applicable ASME Sec. VIII Div. I /UW51 & 53	Test Report	P	V	-
											100% UT / RT in case of i) design temp > 400°C and/or pressure greater than 70 bar ii) pipe NB $\geq$ 65 in excess of 175°C

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

MANUFACTURER'S NAME AND ADDRESS				STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL		
BHEL	VENDOR'S NAME	ITEM	TURBINE INTEGRAL PIPING		QP NO.	QA/BI/QP/305						
		DRG. NO.	AS PER PO		REV.	02						
		SPEC. -	ST34001									
		REV. -	REV 08									
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE CRITERIA	FORMAT OF RECORDS	AGENCY	REMARKS		
1	2	3	4	5	6	7	8	9	10	11		

1.30	Pipe fitting (Elbows, Tees, Reducers, Caps & stubs etc.)	Co-relation & verification of Mill TCs for mother pipes for fittings for SA-234 WPBW/P11, WP22, SA403 WP321, SA-182F11, F22 & F321 & SA105, WP91 UT for mother pipes for design temperature > 400°C and design pressure > 70 bar	Major	Verify	100%	Applicable ASME/ASTM code	Applicable ASME/ASTM code	MILL TCs	P	V	-	Review as per clauses 1.10 to 1.17
1.31		Co-relation & verification of Fitting TCs for	Major	Chem. Test	1/Heat	Applicable ASME/ASTM code	Applicable ASME/ASTM code	TCs	P	V	-	
1.32		Mech. Properties	Major	Mech. Test	1/Heat batch	-DO-	-DO-	-DO-	P	V	-	
1.33		Dimensions, Finish	Major	Measurement & Visual	100%	-DO-	-DO-	-DO-	P	V	-	Min thickness to be checked by ultrasonic thickness gauge
1.34		H.T. if applicable	Major	Time/Temp.	100%	Applicable ASME/ASTM Code	Applicable ASME/ASTM Code	TC	P	V	-	All bends shall be visually examined for wrinkles as per ST34001
1.35		Surface defects	Major	DPT/MPI	10%	-DO-	-DO-	-DO-	P	V	-	In case of bends, outer surface MPI is must
1.36		Weld quality (in case of welded fittings if any)	Critical	UT/RT	100%	-DO-	ASME sec. VIII Div.-I Appl. 12/LW51	-DO-	P	V	-	Weld fittings are allowed as per clause 5 of ASTM A 234. 100% RT on all fittings for use above 70 bar design condition

MANUFACTURER/SUBCONTRACTOR		LEGEND:		FOR CUSTOMER USE	
 21.05.19		1 RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY	

MANUFACTURER'S NAME AND ADDRESS				STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL	
BHEL		VENDOR'S NAME		TURBINE INTEGRAL PIPING		QA/B/JP/305		Page 4 of 5			
		ITEM	DRG. NO.		AS PER PO						
		REV.	ST34001		REV. 08						
		SPEC. -		REV. 08							
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE CRITERIA	FORMAT OF RECORDS	AGENCY	REMARKS	
1	2	3	4	5	6	7	8	9	10	11	

2.52	Wrinkles	-DO-	-DO-	100%	ST-34001 Rev.8	ST-34001	-	P	-	-	
2.53		Thinning	-DO-	Measurement	100%	By UT thickness meter	Max. 12.5%	-	P	V	-
2.54		Surface defects (On bend portion only)	-DO-	DPT	100%	ASME Sec. V Art.-6	ASME Sec. VIII Div-I Appendix 8	-	P	V	-
2.55		Bend radius / angle of bend	-DO-	Measurement	100%	Drawing	ANSI-B 31.1	-	P	-	-
2.56		Out of Square ness	-DO-	-DO-	100%	drawing	ANSI-B 31.1	-	P	-	-
2.60	WPS & PQR	-DO-	Verify	100%	ASME Sec. IX	ASME Sec. IX	Rep	P	V	-	
2.70		Record for each weld combination & welder	-DO-	Visual	100%	HW0620599	HW0620599	-	P	-	-
2.71		Fit-up	-DO-	TEMP.	As applicable	Relevant WPS	Relevant WPS	-	P	-	-
2.72		Pre-heating	-DO-	Visual & DPT	10%	HW0850199 Rev.1	HW0850199 Rev.1	-	P	V	-
2.73		Root run	Major	Visual	100%		WPS	-	P	-	-
2.74		Inter pass cleaning	MINOR	Visual	As applicable	ANSI B 31.1	ANSI B 31.1	Rep	P	V	-
2.75		P.W.H.T. (If Applicable)	-DO-	TIME/TEMP.	10%	HW0620099	HW0620099	-	P	-	-
2.76		Dimensions & Visual examination of welds	Major	DPT	100%	HW0850199 Rev.1	HW0850199 Rev.1	-	P	-	-
2.77		Surface defects for fillet welds)	Critical	RT /UT	As per ST34001 Table-AA & BB	HW0850199 Rev.1	HW0850199 Rev.1	I.R.	P	V	-
2.78		Internal Defects (for butt welds only)	Major	Hardness	As per Table AA & BB of ST 34001	As per Table AA & BB of ST 34001	Variation within 30% wrt. parent metal	-	P	V*	-
3.00	FINAL INSPECTION										
3.10	Complete Fabricated Piping	Visual examination	Major	Visual	100%	As Per Drawing	HW0620099	-	P	W	-
3.11		Positive material identification check for alloy	-DO-	visual	100%	Applicable ASME/ASTM	Applicable ASME/ASTM Code	-	P	W	-
MANUFACTURER/SUBCONTRACTOR		LEGEND: I: RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CIP' OF CUSTOMER					FOR CUSTOMER USE				
		APPROVED BY									

MANUFACTURER'S NAME AND ADDRESS				STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL	
VENDOR'S NAME		ITEM	TURBINE INTEGRAL PIPING		QP NO.	QA/B/CP/305					
BHEL		DRG. NO.	AS PER PO		REV.	02					
SL. NO.		COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE CRITERIA	FORMAT OF RECORDS	AGENCY	REMARKS
1		2	3	4	5	6	7	8	9	10	11
		Page 5 of 5									
		REV. - ST34001 REV 08									
		steel									
3.12		Dimensions	-DO-	Measurement	100%	-DO-	As per Drawing	-	P	W	-
3.13		Marking	-DO-	Visual	100%	-DO-	-DO-	-	P	W	-
3.14		Cleaning (lub oil, control oil small bore pipes up to 3" NB by acid pickling)	-DO-	-DO-	100%	ST34001 clause-8	ST34001 clause-8	-	P	W	-
3.15		Preservation & Painting	-DO-	-DO-	100%	ST34001	ST34001	-	P	W	-
3.16		End protection & packing	-DO-	-DO-	100%	ST34001	ST34001	-	P	W	-

* BHEL representative will witness within 48 hours (2 working days) of inspection call for sl. no. 3.14 & 3.16.

NOTES:-

- 1 All edge preparation shall be done by machining only.
- 2 Quantum of NDT on welds shall be minimum as per category of service requirement (CSR) given in the table AA & BB of ST-34001 Rev-08
- 3 For small bore piping where the individual stamping & stencilling may not be possible metal tags or plastic tags may be used for identification.
- 4 i) Each item either individually or jointly will be segregated system wise for despatch.
ii) Small items like small reducers, elbows, tees, stubs, flanges etc. and other machines components duly preserved shall be packed in wooden boxes.
- 5 Inside protection by VPI tablets/powder shall be ensured before end capping.
- 6 Check testing shall be carried out in case no co-relation is observed.
- 7 Colour coding shall be done on the end of each pipe as per BHEL specification no.- ST34001. Color coding to be done by way of color band / strip all along the length of loose and spare pipes.

MANUFACTURER/SUBCONTRACTOR	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		FOR CUSTOMER USE	APPROVED BY
	 21.05.19			

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

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

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

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

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

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

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demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

उप. महाप्रबन्धक (क्रय-बो.ओ.आई.)
KAPIL KUMAR
अप. महाप्रबन्धक (क्रय-बो.ओ.आई.)
Gen. Manager (Purchase-BOI)
बी.एच.ई.एल. हीप, हरिद्वार
BHEL, HEEL, Haridwar

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place Haridwar

Date 30/07/19

Witness: Gaurav Tomar

(Name & Address) GAURAV TOMAR
E-2 (PPX-BOI)

Witness: _____

(Name & Address) _____

Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s _____(supplier name) are local supplier meeting the requirement of minimum local content (50%) as defined in above orders for the material against Enquiry No. _____

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

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier

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