

OF THE ADDITIONAL GENERAL MANAGER (PPX-BOI)
BHARAT HEAVY ELECTRICALS LIMITED , Heavy Electrical Equipment Plant
Ranipur, Haridwar – 249 403 (UA), India



Tender Enquiry No. B/4011/2016/2122V/1 for the requirement of LP BY PASS SYSTEM for North Karanpura project

The technical specifications/Drawings uploaded along with 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.

LIST OF ENCLOSURES

<u>Commercial Documents</u>		
	<u>Document</u>	<u>Number of pages</u>
1.	ENQ. NUMBER <u>B/4011/2016/2122V1</u>	10
2.	PRE-QUALIFICATION REQUIREMENT (ANNEXURE-A)	03
3.	ANNEXURE-B, C, D, E & F	09
4.	PRICE SCHEDULE FOR FOREIGN SUPPLIER	01
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<u>Technical Documents</u>		
	<u>Document No.</u>	<u>Number of pages</u>
1.	Drg. 2-12300-59000 Rev.01 (sh.01 & sh.02) for 'LPBP Valve with EHA & Desuperheater, HPSU, WIV, flow nozzle	02
2.	ST47050 Rev.02.	28
3.	C&I Addendum to ST47050 Rev. 02 (North Karanpura)	03
4.	Drg. 3-12300-59001 Rev.01 for 'Input/Process data for LPBP valve and actuator'.	01
5.	Drg. 3-12300-59002 Rev.01 for 'Arrangement of LPBP valve along with associated equipment'.	01
6.	Drg. 2-12300-59003 Rev.01 for 'Water Injection valve with Actuator'.	01
7.	Drg. 3-12300-59100 Rev.01 for 'Mandatory spare parts for LP Bypass System.'	01
8.	Drg. 3-12300-56005 Rev.02 for 'Commissioning spare parts for LP Bypass System.'	01

9.	Drg. 1-12300-56006 Rev.00 for 'Recommended spares parts for LP Bypass System.'	01
10	Drg. 3-13360-60501 Rev.01 for 'Flow Nozzle for W.I.V.'	01
11	Drg. 0-12321-56000 Rev.00 for 'Suspension of LP Bypass valve'	01
12	Annexure-II Rev.04	03
13	Annexure-III Rev.04	01
14	Quality plan no QA/BI/QP/114 Rev.02	11
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INSTRUCTION TO BIDDERS AND SPECIAL TERMS OF THE ENQUIRY

1. SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for providing the complete engineering, design, supply of all material equipment, fabrication, assembly, pre-shipment testing at manufacturer's works, proper packing for transportation, delivery at plant site and supervision of erection and commissioning and training as per detailed specifications of LP BYPASS SYSTEM, for 3X660 MW North Karanpura Project.

2. PROJECT INFORMATION

Project Name	3 x 660 MW NTPC NORTH KARANPURA STPP
Consignee Address	Construction Manager/BHEL Site NTPC North Karanpura STPP, (3 X 660 MW) Near Tandwa Town, Distt: Chatra Jharkhand
Custom Duty Structure	CD Exempted
Excise Duty Structure	ED Exempted against PAC. (BHEL will provide PAC to supplier for claiming nil excise duty. In no case ED would be payable to supplier by BHEL.
CST/ VAT	Applicable extra
Pls. note that the comparison would be done as per the applicable taxes and duties on the date of opening of Price Bid.	

3. Brief Description of the requirement (For details refer price checklist – Annexure -1)

Sl. No.	Material Code	Total Requirement/ Project	Item Description	Delivery Required
1.	Material Code : W90312300450	03 Sets Project : North Karanpura Unit-1 to 3	LP BYPASS STOP AND CONTROL VALVE WITH EHA AND DESUPERHEATER, HPSU, WATER INJECTIVE VALVE, FLOW NOZZLE & DUMP TUBE As per spec DRG: 21230059000 REV: 01 & SPEC: ST47050 REV: 02	02/04/2017(1 st LOT) 02/10/2017 (2 nd LOT) 02/04/2018 (3 rd LOT)
2.	Material Code : W99312300946	01 SET Project : North Karanpura	MANDATORY SPARES FOR LP BYPASS AS PER DRG: 31230059100 REV: 01	27/04/2017

4. EARNEST MONEY DEPOSIT (EMD)

4.1 Interested bidders must submit their offer along with the following Earnest Money Deposit (EMD) in a separate sealed envelope:

Details	Amount In INR	Amount in USD	
EMD	INR 2,00,000/- (INR Two Lac)	USD 3000/- or equivalent currency	Refundable



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3.2 The EMD should be submitted in the form of demand draft / Pay Order/ cash (as permissible under income tax act). The Drafts shall be drawn in favor of "**BHEL Hardwar**". In case of foreign bidders, E- payment is also acceptable. For E- Payment, the RTGS details are as mentioned below:

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

- 4.2 The suppliers who are already registered in PMD (product Material Directory) of BHEL, HEEP Haridwar for supply of LPBP System are exempted from submission of EMD.
- 4.3 All Central/State – PSUs/ Government Departments/ MSE Suppliers are exempted from submission of EMD.
- 4.4 Bids not accompanied by the requisite EMD or bids accompanied by EMD of inadequate value shall not be entertained and in such cases, these bids shall be returned to the bidder.
- 4.5 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening.

5. SUBMISSION OF OFFER

- 5.1 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the tender.
- 5.2 Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
- 5.3 Tenders are to be submitted in **Two Parts** and **Part-I** (Techno-Commercial Bid) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:
- 5.4 Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES. The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable.

This should be read and complied in conjunction with clause 3.0 of General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC)

6. PRE-QUALIFICATION REQUIREMENT (PQR)

Pre-Qualification requirement is mentioned in Annexure-A. Kindly ensure submission of documents in support of PQR. Offer submitted by bidders will be scrutinized with respect to pre-qualification requirement first. Technical offer of the bidders not meeting Pre-qualification requirement will not be scrutinized.

8. CUSTOMER (NTPC) APPROVAL REQUIREMENT:

The proveness criteria required by the end-user (NTPC) are mentioned in Annexure-B. Accordingly, the supplier has to submit the filled-in Annexure-C, Annexure-D, Annexure E and Annexure-F (as applicable) along with required documents as referred therein to forward the same to the customer for their approval. The supplier approval by the end-user (NTPC) is mandatory for consideration of their offer.



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9. TECHNICAL REQUIREMENT

- Scope of supply has been mentioned in Annexure-I (**price schedule**). Prices are to be quoted strictly as per price schedule.
- Please ensure completeness of your offer as per Annexure –II (copy enclosed). Checklist (i.e. Annexure -II) duly filled in, shall be submitted along with the offer.
- In case of order placement, All documents as per Annexure-III (Master Document List) shall be submitted for BHEL review and approval,
- Commissioning spares shall be included in your offer as per BHEL Drawing no. 3-12300-56005
- Mandatory spares shall be included in your offer as per BHEL Drawing no. 3-12300-59100 rev 01
- Recommended spares shall be included in your offer as per BHEL Drawing no. 1-12300-560060

Please furnish the item-wise price of each item referred in specification of Commissioning spares, Mandatory Spares and Recommended Spares.

Cost of recommended spares will not be used for evaluation purpose. However these prices may be used as reference and future for ordering (if required).

10. Cross referred technical documents (to be complied with)

- a. Drg. 2-12300-59000 Rev.01 (sh.01 & sh.02) for 'LPBP Valve with EHA & Desuperheater, HPSU, WIV, flow nozzle.
- b. ST47050 Rev.02.
- c. C&I Addendum to ST47050 Rev. 02 (North Karanpura)
- d. Drg. 3-12300-59001 Rev.01 for 'Input/Process data for LPBP valve and actuator'.
- e. Drg. 3-12300-59002 Rev.01 for 'Arrangement of LPBP valve along with associated equipment'.
- f. Drg. 2-12300-59003 Rev.01 for 'Water Injection valve with Actuator'.
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- i. Drg. 1-12300-56006 Rev.00 for 'Recommended spares parts for LP Bypass System.'
- j. Drg. 3-13360-60501 Rev.01 for 'Flow Nozzle for W.I.V.'
- k. Drg. 0-12321-56000 Rev.00 for 'Suspension of LP Bypass valve'
- l. Annexure-II Rev.04 (Check list documents to be submitted along with the offer)
- m. Annexure-III Rev.04 (Master list of documents).

11. QUALITY REQUIREMENTS

1. **For Indigenous Suppliers:**

- Supplier shall submitted endorsed copy of Quality plan no QA/BI/QP/114/ rev02 (Copy enclosed). This will be forwarded to NTPC for review and approval.
- Inspection shall be done by BHEL nominated inspection agency & NTPC as per NTPC approved Quality Plan. The charges for carrying out inspection for indigenous scope of supply would be borne by BHEL, however the co-ordination with the Third Party Inspection Agencies would be the sole responsibility of the bidder. The list of approved Third party Inspection agencies would be provided at the time of contract finalization. At least 15 days' notice period should be provided for arranging Pre-Inspection.

2. **For Foreign Suppliers :**

- Supplier to submitted endorsed copy of Quality plan no QA/BI/QP/114/ rev02 (Copy enclosed). This will be forwarded to NTPC for review and approval.



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- Inspection shall be done by third part inspection agency (LRS/TUV/BV) & NTPC as per NTPC approved quality plan. **The prices (in price schedule – Annexure-I) are to be quoted inclusive of Third Party Inspection Charges** (By Lloyds/BVQI/TUV). The scope of inspection for Third Party Inspection Agency would be as per NTPC approved Quality Plan. In case, nothing has been mentioned in your offer about the Third Party Inspection charges, the same would be considered to be inclusive in your quoted prices. The co-ordination with the Third Party Inspection Agencies would be the sole responsibility of the bidder.
- The Test Certificates/Inspection reports shall be submitted to BHEL for review and acceptance before dispatch of Material. The Material Dispatch Clearance (MDCC) will be provided within 07 days of receipt of these documents, provided those are complete in all respects.

The Material is to be dispatched only after receipt of Material Dispatch Clearance from BHEL.

12. Evaluation Criteria

Evaluation shall be done on total landed cost to BHEL upto site (**material cost and services covered in Annexure-1, taken together**).

Material cost and services (Training, Supervision during Erection & Commissioning) shall be quoted strictly as per the **price schedule- Annexure-I** (copy enclosed).

13 OFFER VALIDITY

The offer is to be submitted with a validity of 180 days from the date of opening of techno-commercial offers. BHEL will reserve the right to reject the offer, quoting validity less than 180 days

14 SUPERVISION/ERECTION & COMMISSIONING/TRAINING

14.1 Per Day Charges for Training, Supervision during Erection & Commissioning (lump sum & inclusive of everything i.e. lodging, fooding, boarding etc.) shall be quoted in the price schedule (Annexure-1)

14.2 Per Visit Charges (to & fro to our site) for Training regarding design/construction features, operation & maintenance of the supplied equipment (Including C&I) to customer's/BHEL Engineers, Supervision during Erection & Commissioning shall be quoted in the price schedule (Annexure-1)

14.3 A total period of 32 Days and 6 Visits will be taken for evaluation purpose for 03 TG Sets of North Karanpura Project. However payment will be made on actual number of days and visits involved in supervision of erection/ commissioning and training.

14.4 Please note that the quoted Erection, Commissioning & Training charges shall be inclusive of applicable Service tax & TDS. BHEL will deduct tax from your bill of supervision at the time of payment of supervision and furnish Tax Deduction at Source (TDS) Certificate. The rate of tax will be as per DTAA between your country and India. You should generally be able to get credit for TDS from the tax authorities in your country based on the certificate provided by BHEL (TDS certificate), if there is a Double-Taxation Avoidance Agreement (DTAA) with India.

14.5 Supplier should send a checklist to BHEL prior to deputation of Site Engineer for Commissioning. BHEL will confirm the checklist prior to issuing Commissioning Call to the vendor. After receipt of checklist from BHEL, the vendor should send the commissioning Engineer within 15 days of confirmation of site readiness. **In case, any additional work is required which is beyond the scope / warranty, the work should be commenced only after signed agreements with site representative & the vendor.**



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15 PRE BID CLARIFICATION/ PRE BID MEETING

15.1 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.

15.2 In case of any confusion / non-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. Pre-bid meeting can also be arranged on bidder's request for clarification of techno-commercial scope.

15.3 No deviation & request regarding non-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers.

15.4 The prices are to be quoted on firm basis. BHEL will reserve the right to reject the offer of the vendors not quoting the prices on Firm basis.

15.5 Bidders shall submit their techno-commercial queries within 10 days of floating the NIT. Clarifications would be arranged within next one week. Bidders may also request for pre-bid meeting for techno-commercial clarification within one weeks of floating the NIT.

16. Engineering Document/ Drawing requirement

16.1 Technical documents/ drawings required with the offer

Please ensure completeness of your offer as per Annexure –II (copy enclosed). Checklist (i.e. Annexure -II) duly filled in, shall be submitted along with the offer. **Scope of supply and other special instructions have been mentioned in Annexure-I (price schedule). Prices shall be quoted strictly as per price schedule.**

16.2 The document "C & I ADDENDUM TO ST47050 REV.02 (NORTH KARANPURA)" is part of the purchase specifications applicable for 660 MW North Karanpura project and shall be specifically complied with.

16.3 Documents required after order placement:

Kindly note & confirm that in the event of ordering, all documents as per Annexure-III (Master Document List) shall be submitted for BHEL review and approval.

16.4 In case of ordering, Drawings/Data sheets/documents & Quality plan as called in the specifications shall be submitted for approval of BHEL 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.

17. MDCC (Material Dispatch Clearance Certificate)

Material shall be dispatched only after issue of MDCC from BHEL. The Test Certificates/Inspection reports as per approved quality plan shall be submitted to BHEL for review and acceptance before dispatch of Material. The Material Dispatch Clearance (MDCC) will be provided by BHEL within 07 days of receipt of documents, provided those are complete in all respects. Material shall be dispatched within one week of issue of MDCC (material dispatch clearance certificate) by BHEL.

18. Payment Terms

18.1 **Material portion:** BHEL's standard payment term is Payment after Receipt and Acceptance of Material/Item at Site (i.e. at North Karanpura Project site). Mode of Payment will be through bank (i.e. CAD) or direct to BHEL. Material receipt and acceptance certificate from BHEL will be part of negotiation documents for Payment.



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18.2 Supervision during Erection and Commissioning and training: 100% against submission of successful Erection/ commissioning/ training certificate from Project Site and invoice thru Bank / direct to BHEL. Payment will be made on actual number of days and visits involved in supervision of commissioning as certified by the project site.

18.3 Negotiable documents for payment are as under (Foreign Bidder).

- 2 of 3 Original Bill of lading
- Copy of material receipt and acceptance certificate from BHEL.
- Original certificate of origin endorsed by economic chamber of commerce of originating country.
- Original Guarantee certificate.
- Original invoice
- Original packing list
- Copy of Material clearance certificate issued by BHEL
- Copy of PBG acceptance / receipt certificate issued by BHEL
- Receipt & acceptance certificate of 01 of 03 OBL from BHEL Haridwar
- Phytosanitary certificate (if applicable, refer GISTC)

Note:

1 of 3 Original Bill of lading shall be sent by supplier directly to

AGM-Incharge (PPX/BOI),
Main Administrative Building
Bharat Heavy Electricals Limited
HEEP- HARIDWAR

18.4 Negotiable documents for payment are as under (Indigenous Bidder).

- Copy of material receipt and acceptance certificate from BHEL.
- Original Guarantee certificate.
- Original invoice
- Original packing list
- Copy of Material clearance certificate issued by BHEL
- Copy of PBG acceptance / receipt certificate issued by BHEL (if applicable)

Note: In case the documents are submitted through bank, material shall be send with consignee copy attached.

This should be read and complied in conjunction with clause 10.0 of General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC)

Loading for deviation in payment terms:

Loading will be done @ Base rate of SBI + 6% (per annum) of basic cost of the items as per the below table

Payment Terms		Days of Loading
After Receipt & Acceptance of material at the site (Indian/Foreign Bidders)		No Loading
Against receipt at site (Material receipt certificate from site) (Indian/Foreign)		15
Against dispatch documents through bank	Foreign Bidders	45
	Indian Bidders	30
Letter of Credit (LC)	Foreign Bidders	60
	Indian Bidders	Not Acceptable



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Usance LC	Foreign Bidders	No Loading if usance period is > 45 Days.
		Loading of days difference i.e. difference between 45 days and usance period if the usance period is < 45 days
	Indian Bidders	NA
		NA

01. The base rate of SBI shall be considered as applicable on 31st March of preceding year from tender due date.
02. BHEL reserves the right to reject offer of bidders not meeting BHEL standard payment term.

19. PROJECT MILESTONES & DELIVERY PERIOD

The project milestones are mentioned below.

Sl. No.	Material Code	Total Requirement/ Project	Delivery Required
1.	Material Code : W90312300450	03 Sets Project : North Karanpura Unit-1 to 3	02/04/2017(1 st LOT) 02/10/2017 (2 nd LOT) 02/04/2018 (3 rd LOT)
2.	Material Code : W99312300946	01 SET Project : North Karanpura mandatory spares	27/04/2017

Bidders are requested to quote their best delivery period. Commencement of delivery period shall be reckoned from the date of PO / LOI. If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.

This should be read and complied in conjunction with "Penalty for Late Delivery" clause in General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC)

20. Performance Bank Guarantee:

PBG (performance bank guarantee) shall be submitted for 10% of the order value. PBG should be valid for entire Guarantee/ Warranty period. PBG shall be submitted before negotiation of the documents. The PBG acceptance / receipt certificate will be a part of the negotiable documents

This should be read and complied in conjunction with Bank Guarantee clause in General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC)

21. Guarantee/ Warranty Clause:

Guarantee shall be provided for a period of 24 months from the date of shipment or 18 months from commissioning, **whichever is later.**



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All other terms (except Guarantee/ Warranty period mentioned above) will be as per "Guarantee/ Warranty and corresponding repair/ replacement of goods" mentioned in GISTC.

BHEL reserves the right to either reject the offer or load the prices for any deviation in Guarantee/Warranty Period. The loading would be done for the purpose of evaluation and would be confirmed prior to price bid opening/RA.

22. Material verification:

The supplier shall depute their representative to site after receipt of material. The boxes/ consignment received from supplier will be opened in front of supplier's representative and the content of the packages would be inspected jointly w.r.t. detailed packing list. Any shortage or physical damage shall be identified and recorded in the minutes to be signed with Site/ BHEL Hardwar's representative. Supplier shall depute their representative for this activity within two weeks of receipt of intimation from BHEL.

No separate material verification charges would be payable

23. Operation and Maintenance Manuals

In the event of ordering O&M manuals will be provided in 25 nos. of Hard Copies and 05 CD ROMs as per MDL (Annexure- III). Out of these, 22 Nos. Hard Copies & 4 CD ROMs of O&M Manuals shall be supplied directly to BHEL Haridwar and balance O&M Manuals shall be supplied along with the equipment and description of the same should be mentioned in packing list.

24. Packing and Storage

In the event of ordering, storage and handling instructions of the equipment shall be furnished separately. 2 copies of these instructions should be send along with the equipment.

All the equipment/items shall be supplied in closed wooden boxes with steel cover sheet. Packing boxes shall be weather & rain proof.

Packing shall be suitable for minimum two years storage at site. Packaging of items shall be done in such a way that it should not require any internal package inspection for at least one year.

Packing shall be in conformity with specifications and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.

Packing box of mandatory spares shall be painted with green color for easy identification at project sites.

25. Integrity Pact:

4.1 Integrity Pact (IP) is a tool to ensure that activities and transactions between the Company and its bidders/Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) has been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be preliminary qualification.

Details of IEM for this tender are furnished below:



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Mr. V.V.R. Sastry,
957,9th Main
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Bangalore-560079
sastry@gmail.com

4.2 Please refer Section-8 of the IP Role & Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

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

26. 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 unconditional 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.

27. DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

28. PART-I: PRE-QUALIFICATION REQUIREMENT (PQR)/ TECHNICAL/ COMMERCIAL BID (IN ONE ORIGINAL AND INK SIGNED ON EACH PAGE OF THE OFFER)

Comprising of following documents:

- Details of EMD
- Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc.
- Complete Technical offer with relevant drawings/ documents /QP etc. (as **per detailed specifications**)
- Endorsed copy of this document (i.e. **Instruction to bidders special conditions of the NIT, General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)- As applicable for Indigenous or foreign bidder**) in original duly signed and stamped by the bidder.
- Commercial Terms & Conditions
- Any Deviation with reference to NIT to be laid down on separate sheet.
- Un-Priced replicas of Price Bid & Cost of Withdrawal of Deviation.



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
FAX: +91 1334 226084/226462
TEL: +91 1334 28 4269/1690

Enquiry No.: B/4011/2016/2122V/1
Last date to get from BHEL;
13/01/2017
Opening Date ; 14/01/2017
At 1400 Hrs IST
NIT NO. 30730

- h. The rating of the bidder quoting for this tender from a third party (independent agency) preferably by DUN & BRADSTREET should be submitted (D&B NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years** in absence of D&B / third agency report.
- i. **Supplier Registration Form:** Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item, have to apply through Online Registration portal, <https://supplier.bhel.in/>. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled up Supplier Registration Form (SRF) downloaded from Online Registration Portal duly signed and stamped has to be submitted.
- Note: Suppliers who are already registered at BHEL, Haridwar in the PMD for this item are exempted for submitting the Supplier registration form.

PART-II: PRICE-BID:

The price Bid (with prices) for the complete scope as specified in price schedule Annexure-I shall be submitted. The Part-I & Part-II bids shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:

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

29. IMPORTANT NOTE

INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY are to be read and complied along with **GISTC (for both Foreign & Indian Bidders)**. A signed & stamped copy of these documents as a token of acceptance is to be submitted along with the offer. In the event of contradiction of terms and conditions mentioned, the order of preference shall be INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry).

Deviations (if any) are to be listed separately in deviation sheet. 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.

PART-I (as per clause 28 above) (Techno-Commercial bid with PQR) will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of tenderers who may like to attend. Incomplete offers are liable to be rejected. **Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements (Proveness Criteria) mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 4 above.**

All correspondence thereof, shall be addressed to the following persons:

Mr. Sarvesh Kumar Designation: Sr. Engineer (PPX-BOI) 4 th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: psk@bhelhwr.co.in Tel: +91 1334 28 4421	Mr. Sudarshan Ram Designation: AGM (PPX-BOI) 4 th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: sram@bhelhwr.co.in Tel: +91 1334 28 4269
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PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
FAX: +91 1334 226084/226462
TEL: +91 1334 28 4269/1690

Enquiry No.:
B/4011/2016/2122V/1
Due Date: 14/01/2017
By 1345 Hrs IST

Annexure-A
PRE-QUALIFICATION REQUIREMENT

Sl. no.		Vendor response						
1.A	Vendor must have previously designed, manufactured & supplied the equipment of the type and minimum equipment rating as per the details given below, such that the equipment is in successful operation in at least one (1) plant for a period not less than one (1) year prior to the date of technical bid opening :- <table border="1"> <thead> <tr> <th>Name of Equipment</th><th>Type of Equipment</th><th>Equipment Rating</th></tr> </thead> <tbody> <tr> <td>LP Bypass System</td><td>LP Bypass System For steam turbine generator sets consisting of hydraulically actuated LP Bypass Valve along with desuperheater, Water Injection Valve and High Pressure Supply Unit (HPSU)</td><td> (i) Capacity of each valve not less than 650 Ton/hr at rated steam parameters (i.e. pressure & temperature) (ii) Design Temperature for LPBP Valve shall be 593⁰ C or above (iii) Control of supplied LPBP system should have been done from DCS. </td></tr> </tbody> </table>	Name of Equipment	Type of Equipment	Equipment Rating	LP Bypass System	LP Bypass System For steam turbine generator sets consisting of hydraulically actuated LP Bypass Valve along with desuperheater, Water Injection Valve and High Pressure Supply Unit (HPSU)	(i) Capacity of each valve not less than 650 Ton/hr at rated steam parameters (i.e. pressure & temperature) (ii) Design Temperature for LPBP Valve shall be 593 ⁰ C or above (iii) Control of supplied LPBP system should have been done from DCS.	
Name of Equipment	Type of Equipment	Equipment Rating						
LP Bypass System	LP Bypass System For steam turbine generator sets consisting of hydraulically actuated LP Bypass Valve along with desuperheater, Water Injection Valve and High Pressure Supply Unit (HPSU)	(i) Capacity of each valve not less than 650 Ton/hr at rated steam parameters (i.e. pressure & temperature) (ii) Design Temperature for LPBP Valve shall be 593 ⁰ C or above (iii) Control of supplied LPBP system should have been done from DCS.						
1.B	The vendor to submit experience details of supplied LPBP system complying the requirements mentioned at Clause No.1A (i), (ii) & (iii) above as per Annexure-A (copy enclosed), at least for one power station having minimum one year of running experience as on date of technical bid opening of tender. The vendor may submit experience details of different power plants satisfying the clauses (i), (ii) & (iii) separately, in case one reference of power plant does not satisfy all the clauses of 1A (i), (ii), (iii) simultaneously.							
2.	In case the vendor is not manufacturer of proven equipment as per 'Clause 1A & 1B' above but is a manufacturer for such equipment for units of at least 200 MW rating, the vendor can manufacture such equipment for 660 MW supercritical units also, provided it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment in India with such manufacturer(s) who meet the requirements stipulated at 'Clause 1A & 1B' above for LP Bypass system. Evidence/ Confirmation to be furnished.							
3.	A JV / Subsidiary Company/Sister Company/Collaborator Company formed for manufacturing and supply of LPBP system in India can also be considered, provided that it has a valid collaboration or licensing agreement for design, engineering & manufacturing LP Bypass system in India with a qualified equipment manufacturer who meets the requirements stipulated at 'Clause 1 A & 1B'. Further, valid collaboration/licensing agreement should be in existence before the date of technical bid opening of tender & shall be maintained for a lock-in period of Seven (7) years from the date of technical bid opening of tender or upto the end of the defect liability period of the contract, whichever is later. Evidence/ Confirmation to be furnished.							
4.	In case the vendor qualifies as per 'Clause 2 and 3' above, the vendor shall have manufacturing and testing facilities at its works as per Collaborator / licensor's design, manufacturing and quality control system for such equipment duly certified by the Collaborator / licensor as on date of technical bid opening. Further, the Collaborator / Licensor shall provide all design, design calculation, manufacturing drawings and must provide technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of equipment. Evidence/ Confirmation to be furnished.							

Note:

- Against vendor's replies, BHEL reserves the right to ask for more information/documents/clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document/information/clarifications as mentioned above or vendor doesn't meet the above acceptance criteria.
- Additionally, the proveness criteria required by the end-user (customer) are mentioned in Annexure-B. Accordingly, the vendors have to submit the filled-in Annexure-C along with required documents as referred therein to forward the same to the customer for their approval. Vendor's approval by the customer is mandatory for consideration of their offer.



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Enquiry No.:
B/4011/2016/2122V/1
Due Date: 14/01/2017
By 1345 Hrs IST

Annexure-A
PRE-QUALIFICATION REQUIREMENT

Experience Details for LP Bypass System:-

S. No.	Details	Applicable Data
1	Name of the station and its Location	
2	Client name and its address, Fax no. & Tel. No.	
3	Name, designation, e-mail ID & Mobile No. of the responsible person in client's organization	
4	Capacity in MW of unit & no. of unit	
5	Purchase Order No. & Date	
6	Date of Commissioning of system/package	
7	Brief scope of work	
8	Designed by	
9	Manufactured by	
10	Whether the system/equipment are in successful operation as on date of technical bid opening	
11	Mandatory enclosures:- a. Copy of purchase orders, test reports of the project & commissioning protocols at project site. OR, b. Certificates of satisfactory operation from their client/end user.	
Hydraulically operated LP bypass valve with desuperheater:-		
1	No. of LP Bypass Valves per unit	
2	Type (Single/Double Stem)	
3	Size	
4	Design Steam flow, pressure & temp.	
5	Body material	
6	Make & model no. of actuators	
7	Operating time of actuators (open/close)	
Water injection valve with actuator:-		
1	No. of valves per unit	
2	Size	
3	Design flow, pressure & temp.	
4	Body material	
5	Type of actuator	
6	Make & model no. of actuators	
Hydraulic power supply unit:-		
1	Make & model no. of HPSU	
2	Operating Hydraulic Pressure (ata)	
3	Working Fluid	
4	Type, Make & rating of Control fluid pump	
5	Make & rating of Control fluid pump motor	
6	Size & Material of Control fluid Tank	
7	Size & nos. of Hydraulic Accumulators used	
8	Cooler type (Air cooled or Water cooled)	
9	Regeneration Unit provided? (yes/No)	
10	Make, model no. and quantity of I&C components installed.	



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Enquiry No.:
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Annexure-A
PRE-QUALIFICATION REQUIREMENT

Stop valve actuator		
1.	Make, model no. and quantity of I&C components installed.	
2.	Number of coils of Trip Solenoid valves in each stop valve.	
Control valve actuator:		
1.	Make, model no. and quantity of I&C components installed.	
2.	Number of coils of Trip Solenoid valves in each control valve.	
3.	Make and model no. of Servo valve	
4.	Make, model no. and quantity of position transmitters used in each control valve	

Further, the vendor to submit all supporting documents like datasheet & drawing of supplied LPBP Valve, Water Injection Valve, Dump Tube (if applicable) and schematic drawings of actuators & HPSU along with their functional write-up for BHEL review.

A. Vendor must have previously designed (either by itself or under collaboration / licensing agreement), manufactured / got manufactured the equipment of the type and minimum equipment rating as per the details given below, such that the equipment is in successful operation in at least one (1) plant for a period not less than one (1) year prior to the date 28.11.2013 :-

Name of Equipment	Type of Equipment	Equipment Rating
LP Bypass System	LP Bypass System For steam turbine generator sets	Capacity of each valve not less than 650 Ton/hr at rated steam parameters (i.e. pressure & temperature)

B. In case the vendor is not manufacturer of proven equipment as per ‘**Clause A**’ above but is a manufacturer for such equipment for units of at least 200 MW rating, the vendor can manufacture such equipment for 660 MW supercritical units also, provided it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such equipment in India with such manufacturer(s) who meet the requirements stipulated at ‘**Clause A**’ above for LP Bypass system.

C. A JV / Subsidiary Company formed for manufacturing and supply of LPBP system in India can also manufacture such equipment, provided that it has a valid collaboration or licensing agreement for design, engineering, manufacturing LP Bypass system in India with a qualified equipment manufacturer who meets the requirements stipulated at ‘**Clause A**’ above (or the technology provider of the qualified equipment manufacturer). Further, in such a case, such qualified equipment manufacturers should have, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later. In addition, the sub-vendor along with the Indian Joint Venture Company/ Subsidiary Company, qualified equipment manufacturers and its holding/ subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment as per the format in the bidding document. The DJU shall be submitted prior to the placement of order on the approved sub-vendor for a particular equipment. In case of award, each executant of the DJU be required to furnish an on demand bank guarantee for INR 1.5 Million (Rupees One and Half Million) for each equipment.

D. Before taking up the manufacturing LPBP system as per ‘**Clause B and C**’ above, the vendor must create (or should have created) manufacturing and testing facilities at its works as per Collaborator / licensor’s design, manufacturing and quality control system for such equipment duly certified by the Collaborator / licensor. Further, the Collaborator / Licensor shall provide (or should have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided) technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of equipment.

E. Vendor shall be required to furnish the documents as required in Annexure-C for submission to the customer for their approval.

Name of Equipment	Name & Address Of proposed Vendor	Name & address of proven equipment manufacturer (If proposed vendor himself does not meet the provenness criteria	Clause (i.e. A, B & C of Annexure-B) against which qualification of vendor is sought
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LP Bypass

A*/B*/C*

System

1. If qualification is sought as per 'Clause A' then details of the bidder shall be filled at page 72 -74 of 326 of **Attachment 3K**.
2. If qualification is sought as per 'Clause B' then details of the bidder is to be filled as per clause 1.00.00) at page 54-55 of 326 of **Attachment 3K** & details of the collaborator (i.e. manufacturer of proven equipment) to be filled at page 72 -74 of 326 of **Attachment 3K**
3. If qualification is sought as per 'Clause C' then details of the bidder as per clause 2.00.00 at page 56 -57 of 326 of **Attachment 3K** is to be filled & details of the collaborator (i.e. manufacturer of proven equipment) to be filled at page 72 -74 of 326 of **Attachment 3K**

* Strike out whichever is not applicable.

.....
Signature of authorized signatory

ATTACHMENT - 3K
PAGE 54 OF 326

**EPC PACKAGE FOR
NORTH KARANPURA SUPER THERMAL POWER PROJECT
(3X660 MW)
BIDDING DOCUMENT NO. CS-4410-001-2**

Bidder's Name and Address :

To
NTPC Limited
Noida-201301

S. No.	Item Description	Installation-1
1.00.00	Details of manufacturer of equipment for units of atleast 200 MW rating as per clause 3.2 of Sub-Section-I-A, Section-VI, Part-A.	
1.01.01	Name and Address of Sub-Vendor	
1.01.02	Name and Address telephone No. & Fax No. of responsible persons of the Sub-Vendor	
1.01.03	Name of the equipment to be supplied by the Sub-Vendor	
1.02.00	Details of Reference Plant	
1.02.01	Name of the Station and its Location	
1.02.02	Client Name and its Address, Fax No. & Tel.Nos.	
1.02.03	Name and Designation of the responsible person in Client's Organisation	
1.02.04	Contract No. & Date	
1.02.05	Capacity in MW of Unit and no. of Units	
1.02.06	Starting Date of Work/ Date of Order	

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
1.02.07	Scheduled Date of Completion	
1.02.08	Actual Date of Completion	
1.02.09	Date of Commissioning of System/Package	
	Whether the system/equipments are in successful operation prior to the date of techno-commercial bid opening	Yes/No
1.02.10	Date of Commencement of Successful Operation	
1.02.11	Brief Scope of Work	
1.02.12	M/s (Name of the Sub-vendor) is a regular manufacturer of (Name of the equipment) for units of atleast 200 MW rating	Yes/No
1.02.13	Certificate from such Owner that aforesaid equipment has been supplied by the sub-vendor and is running satisfactorily prior to the date of techno-commercial bid opening to attachment at Annexure.....	
1.02.14	The proposed sub-vendor M/s. has a collaboration/valid licensing agreement for design, engineering, manufacturing supply of (Name of the equipment) in India with M/s (Name of Collaborator) who meets the requirement at clause no. 3.1 of sub-section-IA, Part-A, Section-VI & the relevant details are furnished at relevant Attachment (as applicable) please also include the collaboration/ licensing agreement	

Signature of authorized signatory.....

S. No.	Item Description	Installation-1
2.00.00	Details of Subsidiary/JV Company proposed for manufacturing of critical equipment as per Clause 3.3 of Sub-section-1A, Section-VI, Part-A	
2.01.00	Name and Address with Telephone Number of the Indian Subsidiary / JV Company proposed for manufacturing of (Name of the equipment).	
2.02.00	Name and Address with Telephone No. of the promoter(s) of the Subsidiary/ JV Company	
2.03.00	% of the Equity held by the promoter(s)	
2.04.00	Equity lock in period (from the date of incorporation of JV)	
2.05.00	Name and Address with Telephone No. of a promoter of Subsidiary / JV Company formed at 2.01.00 above who meets the requirement of Clause 3.1 Sub-section-I-A, Section-VI, Part-A (Please furnish experience details as per relevant Attachment 3K)	
2.06.00	M/s. (the subsidiary/ JV Company) has a collaboration or valid licensing agreement with M/s (subsidiary/JV promotor) for design, Engineering, Manufacturing & Supply of (Name of the equipment) in India. (Please furnish details of collaboration/ licensing agreement	

Signature of authorized signatory.....

ATTACHMENT - 3K
PAGE 57 OF 326

S. No.	Item Description	Installation-1
2.07.00	If equity held by the Qualified Equipment Manufacturer (as per clause 3.1)	
2.08.00	Whether equity held directly or indirectly ?	
2.09.00	If indirectly then furnish the relationship tree alongwith all relevant subsidiaries holding company	
2.10.00	Please furnish the committment for lock in period as per requirement	
2.11.00	Certified that DJU and Bank Guarantee shall be furnished as per format enclosed in the holding document meeting the requirement ?	
2.12.00	Bidder to furnish documentry evidence \ in support of above date	

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Signature of authorized signatory.....

ATTACHMENT - 3K
PAGE 72 OF 326

S. No.	Item Description	Station-I
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2. LP Bypass System

1.01.00	Name, Address, Telephone Number of manufacturer
1.02.00	Name of the Station and its Location
1.03.00	Client Name and its Address, Fax No. & Tel. Nos.
1.04.00	Name and Designation of the responsible person in Client's Organisation
1.05.00	Contract No. & Date
1.06.00	Capacity in MW of Unit and No. of Units
1.07.00	Starting Date of Work/Date of Order
1.08.00	Scheduled Date of Completion
1.09.00	Actual Date of Completion
1.10.00	Date of Commissioning of System/Package

Signature of authorized signatory.....

S. No.	Item Description	Station-I
1.11.00	(a) Whether the System/Equipments are in Successful Operation for a minimum period of one (1) year prior to the date of bid opening	Yes/No
	(b) Whether the system/equipments are in successful operation prior to the date of bid opening	Yes/No
1.12.00	Date of Commencement of Successful Operation	
1.13.00	Brief Scope of Work	
1.14.00	Brief Technical Particulars of the System/Package/Equipments	
	(i) Designed by	
	(ii) Manufactured by	
	(iii) No. of Valves per Unit	
	(iv) Type/Size	
	(v) Rated Steam Flow through each LP Bypass Valve (T/hr)	
	(vi) Rated Steam Parameters	
	(a) Steam Pressure at Inlet/Outlet [Kg/sq.cm. (g)]	
	(b) Steam Inlet/Outlet Temp. (deg.C)	
	(vii) Design Spray Water Flow (T/hr)	
	(viii) Spray Water Press/Temp. (ata/deg.)	

Signature of authorized signatory.....

S. No.	Item Description	Station-I
	(ix) Type of Actuator	
	(x) Control System designed by and manufactured by	
	(xi) Whether actuation is by Governing Oil System or not	
	(xii) Make / Model No.	
1.15.00	Is this LP Bypass system running of with Steam Turbine Generator Sets	Yes/No

Signature of authorized signatory.....

ANNEXURE-I PRICE SCHEDULE FOR 01 TG SETS of NORTH KARANPURA PROJECT (3 X660 MW) FOR FOREIGN SUPPLY (i.e. SUPPLY FROM OUT SIDE INDIA)				
SL NO.	DESCRIPTION OF ITEMS	TOTAL QTY (COL 3)	UNIT PRICE (ON FOB BASIS)	TOTAL PRICE (FOR QTY. IN COLUMN 3) FOB
1.	LP BY PASS VALVE WITH EHAs & DESUPERHEATER	06 SETS		
2.	STEAM BLOWING DEVICES FOR LPBP VALVES	02 SETS		
3.	HYDRAULIC TEST DEVICES FOR LPBP VALVE	02 SETS		
4.	HYDRAULIC POWER SUPPLY UNIT (HPSU)	03 SETS		
5.	FILLING & GAUGING DEVICE FOR HYDRAULIC ACCUMULATOR	01 NO		
6.	MANUALLY OPERATED CONTROL FLUID PUMP FOR FILLING OF FLUID IN CF TANK FOR HPSU	01 NO		
7.	WATER INJECTION CONTROL VALVE WITH HYDRAULIC ACTUATOR	06 NOS.		
8.	FLOW NOZZLE FOR WIV	06 NOS.		
9.	FLUSHING DEVICE FOR CONTROL FLUID SYSTEM	01 SET		
10.	SPECIAL TOOLS & TACKLES AS PER CLAUSE 8.0 OF ST47050 (REFER POINT NO 4)	01 SET		
11.	MANDATORY SPARES (As per drawing no. 31230059100 REV.01)	01 SET		
12.	COMMISSIONING SPARES as per BHEL Spec. drawing no. 3-12300-56005 Rev.00	03 SETS		
13.	TOTAL FOB VALUE FOR THE SCOPE OF SUPPLY MENTIONED ABOVE.	03 TG SETS		
14.	SEA FREIGHT CHARGES UP TO MUMBAI FOR THE TOTAL SCOPE OF SUPPLY MENTIONED ABOVE (DISPATCHES WILL BE AS PER DELIVERY SCHEDULE MENTIONED IN THE NIT)	03 TG SETS		
15.	“PER DAY” CHARGES FOR SUPERVISION OF ERECTION & COMMISSIONING AND TRAINING INCLUDING EVERY EXPENSE.	--		
16.	“PER VISIT” CHARGES DURING SUPERVISION OF ERECTION & COMMISSIONING AND TRAINING INCLUDING EVERY EXPENSE	--		

- THE PRICES ARE TO BE SUBMITTED STRICTLY AS PER ABOVE PRICE SCHEDULE AND FOR THE SCOPE OF SUPPLY AS MENTIONED IN THE ENCLOSED DRAWINGS & SPECIFICATIONS, OTHER WISE THE OFFERS OF VENDORS MAY BE IGNORED.
- PRICE COMPARISON WILL BE DONE ON THE TOTAL LANDED COST TO BHEL TAKING ALL ITEMS & SERVICES TOGETHER.
- IN CASE OF SUPPLIES FROM FOREIGN COUNTRY (SUPPLIES FROM OUTSIDE INDIA) THE PRICES OF EACH AND EVERY ITEM, ARE TO BE QUOTED INCLUSIVE OF THIRD PARTY INSPECTION CHARGES (BY EITHER LLOYDS/BVQI/TUV).
- IN CASE SPECIAL TOOL & TACKLES ARE NOT OFFERED, THESE WILL HAVE TO BE SUPPLIED FREE OF COST, IF REQUIRED, AT ANY STAGE OF THE PROJECT IN FUTURE.
- **PERDAY AND PER VISIT CHARGES FOR SUPERVISION OF ERECTION & COMMISSIONING AND TRAINING ERECTION ARE TO BE QUOTED IN THE PRICE SCHEDULE. FOR SUPERVISION OF ERECTION & COMMISSIONING AND TRAINING, 06 VISITS OF 32 DAYS (INCLUSIVE OF 02 DAYS FOR TRAINING) FOR 03 TG SETS WOULD BE TAKEN FOR THE PURPOSE OF EVALUATION. HOWEVER IN THE EVENT OF ORDERING, THE PAYMENT FOR SERVICES WILL BE MADE ON ACTUAL NUMBER OF DAYS / VISITS INVOLVED IN SUPERVISION OF ERECTION/ COMMISSIONING AND TRAINING.**
- SUPPLIER TO FURNISH THEIR TECHNICAL OFFERS IN TRIPLICATE FOR ALL THE ITEMS AS SPECIFIED IN THE SCOPE. ANY INFORMATION/CLARIFICATION TO AVOID ANY AMBIGUITY AT THE TIME OF EXECUTION OF THE CONTRACT MAY BE OBTAINED WELL IN ADVANCE BEFORE SUBMITTING THEIR TECHNICAL-CUM-PRICED OFFER.

ANNEXURE-I PRICE SCHEDULE FOR 03 TG SETS of NORTH KARANPURA PROJECT (3 X 660 MW) FOR INDEGINOUS SUPPLY (i.e. IN INDIA)				
SL NO.	DESCRIPTION OF ITEMS	TOTAL QTY (COL 3)	UNIT PRICE (ON FOB BASIS)	TOTAL PRICE (FOR QTY. IN COLUMN 3) FOB
1.	LP BY PASS VALVE WITH EHAs & DESUPERHEATER	06 SETS		
2.	STEAM BLOWING DEVICES FOR LPBP VALVES	02 SETS		
3.	HYDRAULIC TEST DEVICES FOR LPBP VALVE	02 SETS		
4.	HYDRAULIC POWER SUPPLY UNIT (HPSU)	03 SETS		
5.	FILLING & GAUGING DEVICE FOR HYDRAULIC ACCUMULATOR	01 NO		
6.	MANUALLY OPERATED CONTROL FLUID PUMP FOR FILLING OF FLUID IN CF TANK FOR HPSU	01 NO		
7.	WATER INJECTION CONTROL VALVE WITH HYDRAULIC ACTUATOR	06 NOS.		
8.	FLOW NOZZLE FOR WIV	06 NOS.		
9.	FLUSHING DEVICE FOR CONTROL FLUID SYSTEM	01 SET		
10.	SPECIAL TOOLS & TACKLES AS PER CLAUSE 8.0 OF ST47050 (REFER POINT NO 4)	01 SET		
11.	MANDATORY SPARES (As per drawing no. 31230059100 REV 01)	01 SET		
12.	COMMISSIONING SPARES as per BHEL Spec. drawing no. 3-12300-56005 Rev.00	03 SETS		
13.	TOTAL VALUE FOR THE SCOPE OF SUPPLY MENTIONED ABOVE.	03 TG SETS		
14.	FREIGHT CHARGES UP TO NORTH KARANPURA PROJECT SITE (DISPATCHES WILL BE AS PER DELIVERY SCHEDULE MENTIONED IN THE NIT)	03 TG SETS		
15.	"PER DAY" CHARGES FOR SUPERVISION OF ERECTION & COMMISSIONING AND TRAINING INCLUDING EVERY EXPENSE.	--		
16.	"PER VISIT" CHARGES DURING SUPERVISION OF ERECTION & COMMISSIONIGN AND TRAINING INCLUDING EVERY EXPENSE	--		

- THE PRICES ARE TO BE SUBMITTED STRICTLY AS PER ABOVE PRICE SCHEDULE AND FOR THE SCOPE OF SUPPLY AS MENTIONED IN THE ENCLOSED DRAWINGS & SPECIFICATIONS, OTHER WISE THE OFFERS OF VENDORS MAY BE IGNORED.
- PRICE COMPARISON WILL BE DONE ON THE TOTAL LANDED COST TO BHEL TAKING ALL ITEMS & SERVICES TOGETHER.
- PRE-DISPATCH INSPECTION WILL BE ARRANGED BY BHEL-HARIDWAR
- IN CASE SPECIAL TOOL & TACKLES ARE NOT OFFERED, THESE WILL HAVE TO BE SUPPLIED FREE OF COST, IF REQUIRED, AT ANY STAGE OF THE PROJECT IN FUTURE.
- **PERDAY AND PER VISIT CHARGES FOR SUPERVISION OF ERECTION & COMMISSIONIGN AND TRAINING ERECTION ARE TO BE QUOTED IN THE PRICE SCHEDULE. FOR SUPERVISION OF ERECTION & COMMISSIONING AND TRAINING, 06 VISITS OF 32 MANDAYS (INCLUSIVE OF 02 DAYS FOR TRAINING) FOR 03 TG SETS WOULD BE TAKEN FOR THE PURPOSE OF EVALUATION. HOWEVER IN THE EVENT OF ORDERING, THE PAYMENT FOR SERVICES WILL BE MADE ON ACTUAL NUMBER OF DAYS / VISITS INVOLVED IN SUPERVISION OF ERECTION/ COMMISSIONING AND TRAINING.**
- SUPPLIER TO FURNISH THEIR TECHNICAL OFFERS IN TRIPLICATE FOR ALL THE ITEMS AS SPECIFIED IN THE SCOPE. ANY INFORMATION/CLARIFICATION TO AVOID ANY AMBIGUITY AT THE TIME OF EXECUTION OF THE CONTRACT MAY BE OBTAINED WELL IN ADVANCE BEFORE SUBMITTING THEIR TECHNICAL-CUM-PRICED OFFER.

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

Certificate by Chartered Accountant on letter head

This is to Certify that M/s
(hereinafter referred to as 'company') having its registered office at is
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)
..... dtd:
Category: (Micro/Small). (copy enclosed).

Further verified form the Books of Accounts that the investment of the company as
on date as per MSMED Act 2006 is as follows:

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

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

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Foreign Bidders (Version April-2016)

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1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser).

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

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

- b) In case of Three/Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- c) The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.
- d) Any additional documents submitted by supplier/bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.

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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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For Foreign Bidders (Version April-2016)

e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting/overwriting in the bid/offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list. g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more. h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for. j) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India. 4. TENDER OPENING. Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. <u>TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.</u> The bidders or their authorized representatives (contd. --)	(-- contd.) may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable. 5. SPECIFICATION, DRAWINGS & STANDARD. a) Bidders must give their detailed specification in the quotation along with relevant technical literature/catalogue etc. against the tender enquiry. b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected. c) Wherever national/international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply. d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company. 6. PRICE SCHEDULE. a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status. b) Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided. c) Bidders need to quote their prices on CFR any sea port in Mumbai or FCA basis to the named airport in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.
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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Foreign Bidders (Version April-2016)

d) Offers received other than CFR basis may result in non consideration of such bids. e) However if BHEL agrees to accept the FOB condition, to arrive at landed cost at our plant/site, the FOB prices shall be loaded for 3% (of FOB Value) towards marine insurance, port handling charges & inland freight or actual freight / port handling charges as per BHEL contract whichever is higher . f) Basis of Evaluation for Bid/Quotation in foreign currency: - Currency exchange rate (TT selling rates of SBI) for evaluation of the bid/quotation received in foreign currency will be as follows: - Single part bid – Date of tender opening. - Two / Three part bid – Date of part 1 opening. - Reverse auction – Date of part-1 opening. g) Evaluation of Indian Agents Commission: - BHEL prefers to deal directly with foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure compliance to applicable guidelines. - The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission. - In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.	h) While submitting your bids please clearly indicate: - Expected weight of goods (lots wise). - The size of packed goods. - Whether the goods can be dispatched in containers? - Port of Loading. - Port of Discharge. 7. REVERSE AUCTION. a) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after Techno-Commercial Evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides for RA. Detailed guidelines available at our site www.bhel.com b) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue. 8. DELIVERY TERMS. a) Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order. b) In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container/High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
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**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

c) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account. d) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders. e) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 500 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC). f) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor. g) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance to filing the IGM (Import General Manifest) at discharge port. h) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel. i) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is mandatory to be provided. However a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable. j) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages/ wharfages. if any; paid by BHEL (for stated reasons). k) The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will have to forego Input Credit on Service tax.	l) While booking the shipment, bidder to also finalize <u>destination charges</u> and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. m) If cargo is stuffed in container then the same should be allowed to be moved to CFS of importers choice without any additional charges. n) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges. o) NNDs (preferably with OBLs) should be sent at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS. p) Information related to OBL/AWB Documents: I. Consignee name and address should be same as mentioned in the Purchase order. II. Notify party : Name and address will be as follows:(For discharge port Mumbai or Nhava Sheva) Bharat Heavy Electricals Limited 14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005 Email: msseahwr@bhel.in and ppximx@bhelhwr.co.in (in case of Sea Shipments) Email: kkant@bhel.in; salvi@bhel.in, Sunil.patil@bhel.in (in Case of Air shipments) For latest updation please refer our web site: www.bhelhwr.co.in III. OBL should clearly mention the Indian agent address and contact details. IV. OBL should be issued as per UCP 600. V. In case of incoterms other than FOB, OBL should mention the container detention free period.
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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Foreign Bidders (Version April-2016)

9. PENALTY FOR LATE DELIVERY.

- a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation.
- b) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- e) The delivery date for penalty purpose will be the Bill of Lading Date/Air way bill.

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- d) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 day of vessel sailing and receipt of OBL from shipping line.

- e) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 60 days prior to the scheduled delivery and will be valid for a period of 90 days.

11. BANK GUARANTEE.

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

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

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery. c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement /submission of BG/refund of amount paid. 13) QUALITY REQUIREMENT. Your bid/quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable). 14. VALIDITY. The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry. 15. RIGHT OF ACCEPTANCE. a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges. b) Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders. c) Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.	d) In case of changes in scope and/or technical specification and/or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened. e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening. f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage. 16. TRANSIT INSURANCE. a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/AWB, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser. b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope. 17. PHYTOSANITARY CERTIFICATE: a) As per the Indian Law, all consignments being imported into India by air/sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.
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b) Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES/ARBITRATION.

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

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

For Foreign Bidders (Version April-2016)

(-- contd.) The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

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

22. INFORMATION TO THE BIDDERS.

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

23. NOTE.

- a) Special conditions of enquiry, if enclosed, will supersede the standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser).

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

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

- b) In case of Three/Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- c) The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.
- d) Any additional documents submitted by supplier/bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.

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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting/overwriting in the bid/offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list. g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more. h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for. 4. TENDER OPENING. Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. <u>TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.</u> The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable.	5. SPECIFICATION, DRAWINGS & STANDARD. a) Bidders must give their detailed specification in the quotation along with relevant technical literature/catalogue etc. against the tender enquiry. b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected. c) Wherever national/international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply. d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company. 6. PRICE SCHEDULE. a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status. b) Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided. c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non consideration of such bids. d) In case BHEL accepts the EX-Works prices such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation f) Applicable Sales Tax, Excise Duty and any other statutory levy should be indicated separately and clearly in the bid/quotation. g) Bidders can despatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR/destination. If material is despatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis. h) In case of despatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account. i) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor. 7. REVERSE AUCTION. a) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after Techno-Commercial Evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides for RA. Detailed guidelines available at our site www.bhel.com b) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue.	8. DELIVERY TERMS. a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry. b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%. 9. PENALTY FOR LATE DELIVERY. a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation. b) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement. c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order. e) <u>DELIVERY IN CASE OF REJECTION:</u> In case the material is rejected, then date of replacement will be considered as the actual date of delivery. f) <u>DELIVERY AGAINST BANK DOCUMENTS:</u> In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar/FOR Transporter Godown", then date of delivery will be date of intimation by transporter/bidder of delivery of material at Haridwar for the penalty purpose.
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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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g) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized/nominated bank. 10. PAYMENT TERMS. a) BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry. b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term. c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar. 11. TAXES & DUTIES. a) If PAN (Permanent Account Number) of the recipient is not available, tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher. As per Section 206AA of Indian Income Tax Act 1961. b) The bidder shall clearly indicate extent of taxes as applicable in his technical bid. c) All forms as required by Law to avail concessional tax benefits are to be submitted within the stipulated time. BHEL reserves the right to withhold the payment due to the bidder or deduct the payment equivalent to additional tax and other liability on BHEL due to non/late submission of above forms. d) Bidder to quote place from where supply of goods is expected, to evaluate us applicable Value Added Tax input credit. Any subsequent changes in this may affect availability of input credit to BHEL; the same will be on bidder's account. e) In case of intra-state sale, bidder to ensure quoting TIN Number of BHEL applicable in the state of transaction and same should be asked by bidder in time. f) Rate of Excise Duty, CST/VAT and Service Tax must be indicated in offer even if it is inclusive.	g) Taxes & duties as applicable at the time of supply shall be payable. h) <u>IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:</u> Wherever the material being offered is imported, bidder must quote the prices inclusive of CVD. The rate & value of CVD as included in the price must be indicated separately. In case quantum of CVD is not mentioned by the bidder the same will not be considered for evaluation. However bidder will have to pass on the benefit of CVD to BHEL at the time of actual supply. 12. BANK GUARANTEE. In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder. 13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS. a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) (Contd.--)
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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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(-- Contd.) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL. b) RETURN OF REJECTED MATERIAL FOR REPLACEMENT: The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG/refund of amount paid. 14. QUALITY REQUIREMENT. Your bid/quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable). 15. VALIDITY. The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry. 16. RIGHT OF ACCEPTANCE. a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges. b) Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.	c) Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry. d) In case of changes in scope and/or technical specification and/or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened. e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening. f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage. 17. TRANSIT INSURANCE. a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/AWB, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser. b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.
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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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For Indian Bidders (Version April-2016)

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES/ARBITRATION.

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

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS. a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer." b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :- c) Valid NSIC Certificate or d) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or e) EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over. f) However, credentials of all MSE suppliers will be verified before advancing the intended benefits. g) MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.	h) In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer 20% of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then 20% quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders. i) While distributing the 20% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating. j) In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost . k) In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference. l) If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
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Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.

**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**For Indian Bidders (Version April-2016)****24. INFORMATION TO THE BIDDERS.**

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

25. NOTE.

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

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

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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.

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 IPC/ PC 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 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.

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 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 Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 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 /Sub-contractors

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.
- 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.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC 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.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as 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)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
