

AGM (PPX-BOI)
BHARAT HEAVY ELECTRICALS LIMITED,
Heavy Electrical Equipment Plant
Ranipur, Haridwar – 249 403
(UK), India



Tender Enquiry No. B/4066/2019/1437V/2 for Oil Purification Unit for Bhusawal project.

ENQUIRY DUE DATE/ TENDER OPENING DATE:13/06/2020

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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>			
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ENQUIRY NO. B/4066//2019/1437V2
PACKAGE: OIL PURIFICATION UNIT
PROJECT: BHUSAWAL

NIT: TENDER DETAILS AND INSTRUCTION TO BIDDERS (ANNEXURE-1)

1. SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for the supply of Oil Purification Unit for Bhusawal Project as per requirement mentioned below:

For Bhusawal Project:

Please note that Procurement of all items covered as following details (sl. Item No. -1 to 12) would be made from the same vendor.

Sl. No.	Material Code	Item Description	Qty.	Scheduled Delivery
1.	W99311928186	Bearing of Centrifuge & Feed Pump only	1 Set	31/12/21
2.	W99311928216	Cartridge Fitting of Oil Purification System	4 Set	31/12/21
3.	W90318103168	RTD for Oil Purification Unit	2 No.	31/12/21
4.	W90318103290	Mandatory Spares for Flow Switch of Oil Purification Unit	1 No.	31/12/21
5.	W90318103192	Level Switch for Oil Purification Unit	1 No.	31/12/21
6.	W90318103150	Pressure Switch for Oil Purification Unit	1 No.	31/12/21
7.	W90318103435	Bearing for Separator Motor	1 No.	31/12/21
8.	W90318103176	Pressure Indicators for Oil Purification Unit	1 No.	31/12/21
9.	W90318103184	Temp. Indicator for Oil Purification Unit	1 No.	31/12/21
10.	W90311928544	Gaskets in complete Assembly of one Oil Purification System	2 Set	31/12/21
11.	W90311928641	Unit Oil Purification System	2 No.	28/02/21
12.	W90311928650	Unit Oil Purification System (Central)	2 No.	30/04/21

Note: Bidders are requested to quote their best possible minimum delivery in numbers of weeks' / months from the date of purchase order / document approval.

2. PROJECT INFORMATION:

Project Name	1x660MW BHUSAWAL
Consignee Address	CHIEF ENGINEER/DY.CHIEF ENGINEER(PROJECT),1X660MW BHUSAWAL THERMAL POWER STATION UNIT-6, MSPGCL,BHUSAWAL, DIST JALGAON
Custom Duty	CD- Project Import
GST	Extra as applicable
Customer Approval	Required.

3. PRE-QUALIFICATION REQUIREMENT (PQR)

The Pre-Qualification Requirements have been compiled and placed at ANNEXURE-A. All the bidders should



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ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.

Important Note: Bidders should ensure completeness and correctness of all supporting documents of PQR along with their offer. Not more than 30 days (After Opening of Techno-commercial offers) will be allowed to bidders for completing PQR documents. PQR review will be closed within 30 days of opening of techno-commercial Bids. Offers of Bidder / Bidders, who do not meet PQR i.e. do not complete the PQR documentation within 30 days of opening of techno-commercial bid, may be ignored and no-further correspondence may be entertained thereafter.

4. SUBMISSION OF OFFER

- 4.1 Only English version of all documents would be valid & binding.
- 4.2 Bidders are advised to study all the tender documents carefully. Submission of offer 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 offer.
- 4.3 Name of dealing person of vendor with Contact No(s), Email ID and Address of correspondence shall be provided in the bid. (02 Person's or more details may be provided by bidder).
- 4.4 Tenders are to be submitted in **Two Parts (Pre-Qualification Requirement(PQR) & Techno-commercial Bid – Part 1 and Price Bid – Part 2).**

Part-1 (Pre-Qualification Requirement(PQR) & Techno-commercial Bid – Part 1) will be opened first. And price bids of only those successful bidders would be opened who are qualified in all means and meeting all tender requirements.

The offers are to be submitted on or before the Due Date and time, as per details below:

[A] PART-I: PRE-QUALIFICATION REQUIREMENT (PQR) & TECHNO-COMMERCIAL BID

Comprising of following documents:

- a. Earnest Money Deposit (EMD)/details of EMD in case of e-payment (or Notarized copy of required Certificate for exemption of EMD)
- b. Vendors 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 to fulfill the PQR requirement. The Pre-Qualification requirements are as per enclosed **ANNEXURE-A**.
- c. Complete Technical offer with relevant drawings/ documents etc.
- d. **"Instructions to Bidders", Special Terms & Conditions (Annexure-1) and "GISTC [General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (Version April-2019, Rev:04)]"** are an integral part of this enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be necessarily submitted along with the offer.
- e. **Commercial Terms & Conditions.**
- f. **Replica of price-bid without prices.**
- g. **Quality Requirement: -**
 1. Please submit quality plan in enclosed QAP format for BHEL approval. QP has to be in line with ordering documents including BHEL specification and addendum.
 2. After placement of P.O successfully vendor's QP to be forwarded to BHEL for approval. Vendors to specifically confirm to follow BHEL approved QP without any financial implications to BHEL.
 3. Please confirm for Inspection by BHEL nominated agency BVIL as per BHEL approved quality plan.



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- h. Any Deviation with reference to technical requirements/specification to be laid down on separate sheet along with the cost of Withdrawal of such technical deviations (if any). Acceptance of such technical deviations would be at the discretion of BHEL.
- 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 the application submitted for registration. Application registration No. (for applying online form) should be mentioned in the techno-commercial offer.
- j. Any other documents required to be submitted as per your offer.

[B] PART-II: PRICE-BID

- a. Price bid
 - b. Cost of withdrawal of deviation (if any) shall be submitted in this part.
- 4.5 Following shall be super scribed on the envelopes which shall be addressed by name and designation to the official inviting tender:

PART-I BID: 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION

2. DUE DATE FOR OPENING

3. TECHNO-COMMERCIAL BID WITH PQR.

PART-II BID: Price bid envelopes to be prepared by participant bidders and envelope to be super scribed in BOLD Letters "Part- II Bid- Price Bid – Tender Enq. No..... , NAME OF PROJECT". As mentioned below

1. TENDER ENQUIRY NO AND ITEM DESCRIPTION

2. DUE DATE FOR OPENING

3. **PRICE BID with Project NAME**

4.6 Parts –I Bid & Part- II Bid shall be submitted in separate sealed covers duly super scribed as indicated above and shall be enclosed further in a main cover duly sealed and super scribed as:

1. TENDER ENQUIRY NO AND ITEM DESCRIPTION (As per page 1 of this document)

2. DUE DATE FOR OPENING

3. PART-I BID & PART-II BID

4.7 (a) 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 of HEEP BHEL Haridwar, addressed as follows:

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

4.7 (b) Bidders can submit their offer through email at tendercell.heep@bhel.in on or before due date and time as per tender enquiry. Bidders submitting their bids through e-mail shall have to mention following in subject line.

- 1. Tender Enquiry Reference No. _____
- 2. Bid Opening Date (Part 1, Techno- commercial) _____

Vendor to submit their bids as attachment (pdf format) with password protection and share the password through mail (tendercell.heep@bhel.in) after 1:45 PM (IST) on the day of bid opening, however if no password is received up to 04:00 PM (IST) bids will not be opened and will be ignored. Submission of bids through email shall be considered as consent to open the bid without physically witnessing the event.



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- 4.8 Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid/quotations must reach tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED DATE & TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.**

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.

- 4.9** PART-I Bid (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.
- 4.10** Only those vendors would be considered for Price Bid Opening/Reverse Auction who are accepted in all respect i.e. Pre-qualification Requirement, techno-commercial acceptance, "BHEL" etc. on or before the date of Price Bid Opening/Reverse Auction.

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

Mr. Rahul Sharma Designation: Dy. Manager (PPX-BOI) 4 th Floor, Main Admin. Building HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: rahuls@bhel.in Tel: +91 1334 28 1753 Mobile No.: 9758539500	Mr. Dinesh Chauhan Designation: Dy. Manager (PPX-BOI) 4 th Floor, Main Admin. Building HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: dinesh86@bhel.in Tel: +91 1334 28 1753 Mobil No.:9927072151	Mr. Ashish Gupta Designation: SDGM (PPX-BOI) 4 th Floor, Main Admin. Building HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: gupta.a@bhel.in Tel: +91 1334 28 5834 Mobil No.:9410395860
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- 4.12** Bidders or their authorized representatives shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed. The authorized representative should bring enquiry specific authority letter from their principal for attending the bid opening on that particular day. General authorization letter is not acceptable.
- 4.13** Bidder shall not be allowed to carry camera/laptop/any kind of recording device in the tender room. The use of Mobile Phone is also restricted in the Tender Room. Any kind of photography / videography by bidders is not allowed in tender room.
- 4.14** Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidder's /bidder's representative for noting down.
- 4.15** As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such agent is likely to be de-listed (Black listed for business from BHEL).

Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/



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supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.

Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas / Hotels shall not be considered, hence such vendors need not apply.

4.16 The offer of vendors who are banned/deleted/under hold by BHEL, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com. (Supplier Registration link).

4.17 Please ensure that each page of the offer/bid is signed & stamped by authorized representative of bidder.

4.18 Envelope not marked with tender Enquiry no. is liable to be ignored and may not be opened.

k. EARNEST MONEY DEPOSIT (EMD)

5.1 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 Foreign Currency	Type
EMD	INR 1,50,000/- (INR One Lakh fifty thousand)	Foreign currency equivalent to INR 1,50,000/-	Refundable

5.2 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, 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, UTTRAKHAND 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

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

5.4 MSE Suppliers/Central / State – PSUs / Government departments are exempted from submission of the EMD.

"MSE Suppliers can avail the intended benefits only if they submit along with the offer Udyog Adhaar Memorandum (UAM), attested copies of either EM II certificate having deemed validity (05 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 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 bid in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price-bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazette Officer."

5.5 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after the finalization of the contract.



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5.6 EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honor the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

6. TECHNICAL REQUIREMENT

Please ensure completeness of your offer along with all the relevant documents as per **technical specifications/documents/addendum etc.**

7. PRE BID CLARIFICATION/ PRE BID MEETING

- Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specification/documents of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer accordingly.
- 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.
- Deviation & request regarding non-clarity / contradictory conditions / ambiguity of specifications would not 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.

8. Customer approval requirement: End User approval is mandatory requirement for considering your offer against Bhusawal project. The offers meeting pre-qualification requirement will be referred to the End User for approval. Timely Submission of complete and correct documents as sought by BHEL/BHEL's customer shall be sole responsibility of participating bidders.
Price bid of the offer of only those bidders who meet pre-qualification requirement, technical requirement and approved by the End User will be considered for requirement against Bhusawal Project.

9. Evaluation will be done as follows:

Evaluation would be done on the basis of total landed cost for the complete requirement covered in the enquiry Considering **total material value, supervision charges, performance test charges (if applicable) taxes & duties, Freight, Insurance, and Commercial Loading etc.).**

Prices of only those bidders who are approved by the End User will be considered for evaluation against requirement of Bhusawal Project.

10. IMPORTANT NOTE

Deviations (if any) are to be listed separately in deviation sheet. Please note that in case, deviation sheet is not 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.

11. LIST OF ENCLOSURES

Commercial Documents:

- a) Instructions to Bidders
- b) Special Terms & Conditions (Annexure-1A & 2B) for both Indigenous & foreign vendors
- c) MSME format
- d) Terms & Conditions of Reverse Auction
- e) GISTC; Version April -2019, Rev:04 (for Indigenous Bidders)
- f) GISTC; Version April -2019, Rev:04 (for Foreign Bidders)
- g) Make in India Certificate.
- h) List of BHEL consortium Bank

Technical Documents:



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- a) Pre-Qualification Requirements (Annexure-A)
- b) Specification no. ST39013 REV.08
- c) Addendum 411928W5100

12. Mandatory Procurement (Make In India):

For this procurement, Public Procurement (Preference to Make in India), order 2017 Dtd. 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable. Nodal ministry wherever mentioned shall be the Nodal Ministry of Government of India. For detailed terms & conditions please refer Clause no. 25 of GISTC (Version April 2019, Rev:04). This is for your kind information and acceptance.

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

For and on behalf of BHEL, Hardwar
(Ashish Gupta)
SDGM / PPX-BOI

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.-B/4066/2019/1437V2**Item: Oil Purification Unit of Bhusawal project****ANNEXURE-1A [Indian Supplier]**

Sl. No	Terms	Description	Your confirmation																																																																	
1.	Submission of Offer	The offer/bid shall be signed and stamped on each page by authorized representative of the bidder.																																																																		
2.	Documents Checklist:	Kindly confirm that the following documents have been submitted along with your offer: 1. Requisite EMD 2. Signed & Stamped Copy of Material Details and ITB- Annex-1 3. Pre-Qualification Requirements (as defined in Annexure-A). 4. Complete Technical offer with relevant drawings/ documents /QP etc. (as per special instructions mentioned in Annexure-1A). 5. Experience Details. 6. Any other document as specified in “Instructions to Bidders and/or Special conditions of Enquiry”. Please note that all details required in supplier registration form to be filled and submitted on online supplier registration portal on www.bhel.com along with complete documents.																																																																		
3.	Special Instructions along with Details of requirement for Bhusawal Project	Please note that Procurement of all items covered as following details (sl. Item No. -1 to 12) would be made from the same vendor. The requirement covered in the enquiry for Bhusawal is as per details given below: <table><tr><th>Sl. No.</th><th>Material Code</th><th>Item Description</th><th>Qty.</th><th>Scheduled Delivery</th></tr><tr><td>1.</td><td>W99311928186</td><td>Bearing of Centrifuge & Feed Pump only</td><td>1 Set</td><td>31/12/21</td></tr><tr><td>2.</td><td>W99311928216</td><td>Cartridge Fitting of Oil Purification System</td><td>4 Set</td><td>31/12/21</td></tr><tr><td>3.</td><td>W90318103168</td><td>RTD for Oil Purification Unit</td><td>2 No.</td><td>31/12/21</td></tr><tr><td>4.</td><td>W90318103290</td><td>Mandatory Spares for Flow Switch of Oil Purification Unit</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>5.</td><td>W90318103192</td><td>Level Switch for Oil Purification Unit</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>6.</td><td>W90318103150</td><td>Pressure Switch for Oil Purification Unit</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>7.</td><td>W90318103435</td><td>Bearing for Separator Motor</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>8.</td><td>W90318103176</td><td>Pressure Indicators for Oil Purification Unit</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>9.</td><td>W90318103184</td><td>Temp. Indicator for Oil Purification Unit</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>10.</td><td>W90311928544</td><td>Gaskets in complete Assembly of one Oil Purification System</td><td>2 Set</td><td>31/12/21</td></tr><tr><td>11.</td><td>W90311928641</td><td>Unit Oil Purification System</td><td>2 No.</td><td>28/02/21</td></tr><tr><td>12.</td><td>W90311928650</td><td>Unit Oil Purification System (Central)</td><td>2 No.</td><td>30/04/21</td></tr></table>	Sl. No.	Material Code	Item Description	Qty.	Scheduled Delivery	1.	W99311928186	Bearing of Centrifuge & Feed Pump only	1 Set	31/12/21	2.	W99311928216	Cartridge Fitting of Oil Purification System	4 Set	31/12/21	3.	W90318103168	RTD for Oil Purification Unit	2 No.	31/12/21	4.	W90318103290	Mandatory Spares for Flow Switch of Oil Purification Unit	1 No.	31/12/21	5.	W90318103192	Level Switch for Oil Purification Unit	1 No.	31/12/21	6.	W90318103150	Pressure Switch for Oil Purification Unit	1 No.	31/12/21	7.	W90318103435	Bearing for Separator Motor	1 No.	31/12/21	8.	W90318103176	Pressure Indicators for Oil Purification Unit	1 No.	31/12/21	9.	W90318103184	Temp. Indicator for Oil Purification Unit	1 No.	31/12/21	10.	W90311928544	Gaskets in complete Assembly of one Oil Purification System	2 Set	31/12/21	11.	W90311928641	Unit Oil Purification System	2 No.	28/02/21	12.	W90311928650	Unit Oil Purification System (Central)	2 No.	30/04/21	
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SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.-B/4066/2019/1437V2**Item: Oil Purification Unit of Bhusawal project****ANNEXURE-1A [Indian Supplier]**

4.	Customer approval requirement	End User approval is mandatory requirement for CONSIDERING your offer against Bhusawal project. The offers meeting pre-qualification requirement will be referred to the End User for approval. Price bid of the offer of only those bidders who meet pre-qualification requirement, technical requirement and approved by the End User will be considered for requirement against Bhusawal Project.	
5.	Confirmation to General Instructions and Standard Terms & Conditions (GISTC), Revision -4	Please submit signed and stamped copy of General Instructions and Standard Terms & Conditions (enclosed) as your acceptance to these terms and conditions. Deviation to "General Instructions and Standard Terms & Conditions, Revision 4", if any, shall be submitted along with offer in separate documents. Please note that in case no- deviation sheet of "General Instructions and Standard Terms & Conditions, Revision 4", is received along with offer, it will be presumed that all terms and conditions mentioned in "General Instructions and Standard Terms & Conditions, Revision 4", shall be acceptable to you and your offer will be processed accordingly.	
6.	Evaluation criteria	Evaluation would be done on the basis of total landed cost for the complete requirement covered in the enquiry Considering total material value, supervision charges and performance test charges (if applicable), taxes & duties, Freight, Insurance, and Commercial Loading etc.). Prices of only those bidders who are approved by the End User will be considered for evaluation against requirement of Bhusawal Project.	
7.	Technical Spec & Checklist	Technical Spec Applicable: 1. ST39013 Rev. 08 (In order to reduce the time for technical scrutiny, we have prepared a checklist and the same is enclosed (Annexure VII of ST39013 refer Page no.-36 to 37). 2. Doc. No. 411928W5100 addendum to spec ST39013 Rev. 08 You are requested to submit your technical offer along with duly filled in checklist.	
8.	Special Requirement	The Offer is to be submitted in line with following requirements: - 1. Specification ST39013 (Rev.08) and Addendum 411928W5100 enclosed. 2. Oil Purifier shall be DCS based and manual cleaning type and Heater rating 72 KW. 3. Vendor has to be conduct performance test for particle size of impurities and moisture contents for Lube Oil (ISO VG-46) as per sl.no. 5(a) of Spec. – ST39013 on one Oil Purification system of Bhusawal Project. 4. Flame proof motor is not essential. 5. Supervision by vendor (2 days) during erection & commissioning of one oil purification unit at site shall be required. 6. All piping of Oil Purification System coming in contact with oil shall be SS. 7. Control Panel color –Exterior –RAL 7032 & Interior –Brilliant white. 8. Motor efficiency: - Class –IE2 conforming to IS 12615 or IEC:60034-30.	
9.	Validity	Confirm that validity of the offer shall be 180 days from the due date of opening of Techno-Comml. Offers. BHEL reserves the right to reject any or all quotations, quoting validity less than 180 days.	

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.-B/4066/2019/1437V2**Item: Oil Purification Unit of Bhusawal project****ANNEXURE-1A [Indian Supplier]**

10.	Special Instruction	Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry. In case of any confusion / un-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. No deviation & request regarding un-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. 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. Please note and confirm.	
11.	Statutory Variation and Taxes & Duties	Details of applicable Taxes & Duties are to be mentioned as per clause 11 of General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC), Revision 4. In this regard, following information is to be specifically mentioned in the offer: - Name of the vendor - GST Registration Number. - Address of Principal place of Business - Type of Business - HSN Code, its description and rate of applicable GST for the offered material. - Whether registered under Composite scheme of GST (Y/N) - During despatch of item Vendor will quote vendor's & BHEL's GST no. on GST portal. - Confirmation regarding online entry of vendor's sale at the time of despatch quoting BHEL's GST no. on GST portal. In case on line entry does not appear to BHEL at the time of vendor's payment, GST will not be paid and shall be deducted from bill.	
12.	Basis of quotation	Confirm that Prices have been quoted on <u>Ex-Works Freight pre-paid</u> basis up to Bhusawal project site. Please Mention; Ex-works price and freight price Separately. The goods must be dispatched through any BHEL approved transporters which are posted at our website www.bhelhwr.co.in . Please note that if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) / Receipted GR from "BHEL Site"/ "BHEL Authorized Agency" (confirming receipt of item at delivery address as mentioned above). No demurrage charges would be borne by BHEL. Please mention separately Packing and Forwarding charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not inclusive in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm. Please mention separately Freight charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm. Kindly confirm that the prices have been quoted on firm basis. The offer of the vendors not quoting firm prices is likely to be rejected by BHEL.	

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.-B/4066/2019/1437V2

Item: Oil Purification Unit of Bhusawal project

ANNEXURE-1A [Indian Supplier]

		Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.					
		Applicable GST should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of these Taxes & Duties.					
		The price comparison will be on the basis of total cost involved for delivery up to Site. Offers shall be loaded (if required) for applicable duties/taxes and other charges involved for delivery up to Site as per BHEL practice/ statutory rates.					
13.	Delivery :	You are requested to offer your best possible delivery in number of weeks/ months from the date of Purchase Order/documents approval.					
		<table><tr><td>Project name</td><td>Possible delivery in number of weeks/months from the date of Purchase Order/documents approval.</td></tr><tr><td>1x660 MW Bhusawal</td><td></td></tr></table>	Project name	Possible delivery in number of weeks/months from the date of Purchase Order/documents approval.	1x660 MW Bhusawal		
Project name	Possible delivery in number of weeks/months from the date of Purchase Order/documents approval.						
1x660 MW Bhusawal							
		Material is required as per delivery schedule mentioned in the enquiry. However, you are requested to offer your best possible delivery in number of weeks/months from the date of Purchase Order/documents approval.					
14.	Engineering Document/ Document approval	Drawings/Data sheets/Documents/Electrical-Write-UP / Control Panel Drawing/ Quality Plan etc, as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis.					
15.	Penalty for Late Delivery	Penalty for Late Delivery would be applicable <i>@0.5% of the “lot wise order value” per week of delay or part thereof subject to a maximum of @10% of the “lot wise order value”</i> . The date of GR would be treated as the date of delivery for penalty purposes. Date of GR shall be treated as delivery date for all purposes.					
		Loading for deviation in penalty for LD clause: - Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty as per BHEL rules/policy. Loading will be done to the extent by which penalty clause is not agreed.					
16.	Supervision of erection & commissioning.	Kindly note that the vendor shall carry out supervision work during Erection & Commissioning at site.					
		Confirm that following charges have been quoted separately in your offer: 1. Per day Charges for Supervision during Erection & Commissioning (lumpsum & inclusive of everything i.e. lodging, fooding, boarding etc.) 2. Per Visit Charges for Supervision during Erection & Commissioning. A total period of 02 day and 1 Visit would be taken for the evaluation of these charges for Each No. of Oil Purification Unit.					
		Kindly confirm that the quoted Supervision charges are inclusive of applicable Service Tax. In case service charges are exclusive of applicable GST then mention explicitly. Rate of GST on Supervision and HSN Code.					
17.	Payment Terms	Payment terms for Material Portion: 100% payment shall be made after receipt of material Project Site i.e. Bhusawal Project. Receipted LR certificate from BHEL will be part of negotiation document for claiming payment.					

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.-B/4066/2019/1437V2

Item: Oil Purification Unit of Bhusawal project

ANNEXURE-1A [Indian Supplier]

		Mode of Payment: The payment may be claimed thru bank or directly to BHEL by submitting receipted GR & billing documents. In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account.	
		Payment terms for Supervision during Erection & Commissioning: 100% payment against submission of successful Erection & Commissioning certificate from Project Site.	
		Loading for Deviation in Payment terms: In case of deviation in above mentioned payment term, your offer would be evaluated with loading as per BHEL rules/policy.	
18.	Quality Requirements	Please submit quality plan in enclosed QAP format for BHEL approval. QP has to be in line with ordering documents including BHEL specification and addendum. After placement of P.O successfully vendor's QP to be forwarded to BHEL for approval. Vendors to specifically confirm to follow BHEL approved QP without any financial implications to BHEL. Please confirm that Inspection by BHEL nominated inspection agency BVIL as per BHEL approved quality plan. The Charges for Pre-Inspection would be borne by BHEL. However at least 15 days' notice is to be provided for arranging Pre-Inspection.	
19.	MDCC clause	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC, delivery shall be extended by no. days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. Material is to despatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.	
20.	Guarantee	Kindly confirm that Guarantee shall be provided for a period of "36 months from the date of dispatch or 18 months from the date of commissioning, whichever is earlier". In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL. In case of deviation in Guarantee Period, offer shall be evaluated with loading @4% per-annum (on pro-rata basis) of quoted material value, for the deviated guarantee period. Supplier shall be responsible for free replacement of defective equipment / material at our site within guarantee period.	
21.	Arbitration, Risk Purchase & FORCE	Kindly confirm Arbitration, Risk Purchase & Force Majeure shall be applicable as per GISTC (copy enclosed).	

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.-B/4066/2019/1437V2

Item: Oil Purification Unit of Bhusawal project

ANNEXURE-1A [Indian Supplier]

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22.	Deviation: (if any)	Kindly confirm that there is no deviation with respect to BHEL Specifications. However, if there is any deviation with respect to the tender documents then the same should be brought out specifically in separate annexure marked "Deviations" (Technical/Commercial). The additional price, if any, for withdrawal of these deviations must be provided.	
23.	Deficiencies and Defective Supplies	Should, any deficiencies be established / suppliers be proved (found) defective, the same shall have to be made good / replaced by the suppliers under "Free of Charge" invoice, at suppliers cost, risk and responsibility.	
24.	General terms	Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.	
		Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
		Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
		Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
		All envelopes to be marked with whether "Priced Bid" (Part – 2) or "Un-Priced Bid Cum Techno-Commercial Bid" (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
		BHEL also reserves the right to Increase or decrease the tendered quantities. Vendor should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity	
		Please note that in unlikely event of delay in dispatches (for reasons attributed to either side) your invoices would be processed after suitable deduction as per PO clause. Any issue/ dispute regarding deduction of penalty for LD can be settled later on. This would help in earlier processing of invoice.	
25.	O&M Manuals	Kindly confirm that the prices for list of Recommended Spares and commissioning spares along with price breakup of individual spares have been quoted separately in your offer and the prices for these spares would remain valid for entire guarantee period.	
		Kindly confirm that in the event of ordering, 12 Sets (Paper based) and 2 Set (in CD ROM) of O & M manual shall be furnished containing all drawings and datasheet, catalogues of all instruments	

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.-B/4066/2019/1437V2**Item: Oil Purification Unit of Bhusawal project****ANNEXURE-1A [Indian Supplier]**

		and instructions for storage, erection & commissioning, operation and maintenance after approval. Please submit same to BHEL Haridwar after despatch of material.	
		Kindly confirm that in the event of ordering, 02 Sets of O&M Manuals would be kept inside the dispatch box of Oil Purification Unit & the same shall also be mentioned in your Shipping/Packing List.	
26.	Order Acceptance:	In case of ordering, Ink signed order acceptance shall be furnished within 15 days of receipt of purchase order. In case, order acceptance is not received within 15 days of order placement, PO will be assumed to be deemed accepted by vendor.	
27.	Mandatory Procurement (Make In India)	For this procurement, Public Procurement (Preference to Make in India), order 2017 Dtd. 15.06.2017 , 28.05.2018 & 29.05.2019. and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable. Nodal ministry wherever mentioned shall be the Nodal Ministry of Government of India. For detailed terms & conditions please refer Clause no. 25 of GISTC (Version April 2019, Rev:04). This is for your kind information and acceptance. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.	
28.	Right of Acceptance:	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
29.	Special Term	Techno-commercial terms as confirmed above in Annexure-1A shall supersede the similar terms & conditions found contradictory written elsewhere in the offer. Kindly confirm the same.	
30.	Reverse Auction	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after Techno Commercial Evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides for RA. Detailed guidelines available at our site www.bhel.com In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non Submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. <i>The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.</i>	

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.-B/4066/2019/1437V2**Item: Oil Purification Unit of Bhusawal project****ANNEXURE-1A [Indian Supplier]**

31.	BHEL Registration	Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item; have to apply through Online Registration portal, https://supplier.bhel.in/ . All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. Application registration No (for applying online form) should be mentioned in the techno commercial offer.	
32.	Details of Contact Person	Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	

Kindly ensure to submit below listed Enclosures along with 'Techno-Commercial Bid':

1. Copy / Replica of Price Bid (without prices).
2. Signed & Stamped copy (each page) of duly filled 'Annexure-1A' i.e. Special terms & Conditions of Tender Enquiry.
3. Signed & Stamped copy (each page) of GISTC (Version April 2019, Rev. 04).
4. Signed & Stamped copy (each page) of Quality Plan from bidder.
5. Any other document required to be submitted as per your offer.
6. Catalog / Leaflet of the Equipment / Instrument.

(Signature of the Vendor with Seal)

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.- B/4066/2019/1437V2

Item: Oil Purification Unit of Bhusawal Project

ANNEXURE-2A [Foreign Supplier]

S.No.	Terms	Description	Your confirmation																																																																	
1.	Submission of Offer	The offer/bid shall be signed and stamped on each page by authorized representative of the bidder.																																																																		
2.	Documents Checklist:	Kindly confirm that the following documents have been submitted along with your offer: 1. Requisite EMD 2. Signed & Stamped Copy of Material Details and ITB- Annex-1 3. Pre-Qualification Requirements (as defined in Annexure-A). 4. Complete Technical offer with relevant drawings/ documents /QP etc. (as per special instructions mentioned in Annexure-2A). 5. Experience Details. 6. Any other document as specified in “Instructions to Bidders and/or Special conditions of Enquiry”. Please note that all details required in supplier registration form to be filled and submitted on online supplier registration portal on www.bhel.com along with complete documents.																																																																		
3.	Special Instructions along with Details of requirement for Bhusawal Project	Please note that Procurement of all items covered as following details (sl. Item No. -1 to 12) would be made from the same vendor. The requirement covered in the enquiry is as per details given below: <table><tr><th>Sl. No.</th><th>Material Code</th><th>Item Description</th><th>Qty.</th><th>Scheduled Delivery</th></tr><tr><td>1.</td><td>W99311928186</td><td>Bearing of Centrifuge & Feed Pump only</td><td>1 Set</td><td>31/12/21</td></tr><tr><td>2.</td><td>W99311928216</td><td>Cartridge Fitting of Oil Purification System</td><td>4 Set</td><td>31/12/21</td></tr><tr><td>3.</td><td>W90318103168</td><td>RTD for Oil Purification Unit</td><td>2 No.</td><td>31/12/21</td></tr><tr><td>4.</td><td>W90318103290</td><td>Mandatory Spares for Flow Switch of Oil Purification Unit</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>5.</td><td>W90318103192</td><td>Level Switch for Oil Purification Unit</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>6.</td><td>W90318103150</td><td>Pressure Switch for Oil Purification Unit</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>7.</td><td>W90318103435</td><td>Bearing for Separator Motor</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>8.</td><td>W90318103176</td><td>Pressure Indicators for Oil Purification Unit</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>9.</td><td>W90318103184</td><td>Temp. Indicator for Oil Purification Unit</td><td>1 No.</td><td>31/12/21</td></tr><tr><td>10.</td><td>W90311928544</td><td>Gaskets in complete Assembly of one Oil Purification System</td><td>2 Set</td><td>31/12/21</td></tr><tr><td>11.</td><td>W90311928641</td><td>Unit Oil Purification System</td><td>2 No.</td><td>28/02/21</td></tr><tr><td>12.</td><td>W90311928650</td><td>Unit Oil Purification System (Central)</td><td>2 No.</td><td>30/04/21</td></tr></table>	Sl. No.	Material Code	Item Description	Qty.	Scheduled Delivery	1.	W99311928186	Bearing of Centrifuge & Feed Pump only	1 Set	31/12/21	2.	W99311928216	Cartridge Fitting of Oil Purification System	4 Set	31/12/21	3.	W90318103168	RTD for Oil Purification Unit	2 No.	31/12/21	4.	W90318103290	Mandatory Spares for Flow Switch of Oil Purification Unit	1 No.	31/12/21	5.	W90318103192	Level Switch for Oil Purification Unit	1 No.	31/12/21	6.	W90318103150	Pressure Switch for Oil Purification Unit	1 No.	31/12/21	7.	W90318103435	Bearing for Separator Motor	1 No.	31/12/21	8.	W90318103176	Pressure Indicators for Oil Purification Unit	1 No.	31/12/21	9.	W90318103184	Temp. Indicator for Oil Purification Unit	1 No.	31/12/21	10.	W90311928544	Gaskets in complete Assembly of one Oil Purification System	2 Set	31/12/21	11.	W90311928641	Unit Oil Purification System	2 No.	28/02/21	12.	W90311928650	Unit Oil Purification System (Central)	2 No.	30/04/21	
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SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.- B/4066/2019/1437V2**Item: Oil Purification Unit of Bhusawal Project****ANNEXURE-2A [Foreign Supplier]**

4.	Customer approval requirement	End User approval is mandatory requirement for considering your offer against Bhusawal project. The offers meeting pre-qualification requirement will be referred to the End User for approval. Price bid of the offer of only those bidders who meet pre-qualification requirement, technical requirement and approved by the End User will be considered for requirement against Bhusawal Project.	
5.	Confirmation to General Instructions and standard terms & conditions: (GISTC), Revision -4	Please confirm each clause of following documents: - 1. General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC- Foreign Bidders): 2. Special terms & conditions of tender enquiry (Annexure-2A) for foreign bidders. Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents. Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.	
6.	Evaluation criteria	Evaluation would be done on the basis of total landed cost for the complete requirement covered in the enquiry Considering total material value, supervision charges, performance test charges (if applicable), taxes & duties, Freight, Insurance, and Commercial Loading etc.). Import Offers (supply portion offered on CFR Mumbai (India) basis) shall be loaded for Marine Insurance, Port Handling/Clearing Charges, applicable custom duties for the project, freight element and other charges involved for delivery up to Project Site as following: • Marine insurance – @ 0.01% of FOB value • Port handling/ clearing charges – @ 0.25% of CFR value. • Custom Duty (including CVD & SAD): As prevailing on date of price bid opening. • Inland freight & Insurance (from Mumbai to respective Project Site): As per applicable rate of BHEL transportation contract/ standard practice at BHEL/GISTC, whichever is higher. For evaluation (of offers quoted in Foreign Currency), exchange rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken. Prices of only those bidders who are approved by the End User will be considered for evaluation against requirement of Bhusawal Project.	
7.	Technical Spec & Checklist	Technical Spec Applicable: 1. ST39013 Rev. 08 (In order to reduce the time for technical scrutiny, we have prepared a checklist and the same is enclosed (Annexure VII of ST39013 refer Page no.-36 to 37). 2. Doc. No. 411928W5100 addendum to spec ST39013 Rev. 08 You are requested to submit your technical offer along with duly filled in checklist.	
8.	Special Requirement	The Offer is to be submitted in line with following requirements: - 1. Specification ST39013 (Rev.08) and Addendum 411928W5100 enclosed. 2. Oil Purifier shall be DCS based and manual cleaning type and Heater	

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.- B/4066/2019/1437V2

Item: Oil Purification Unit of Bhusawal Project

ANNEXURE-2A [Foreign Supplier]

		rating 72 KW. 3. Vendor has to be conduct performance test for particle size of impurities and moisture contents for Lube Oil (ISO VG-46) as per sl.no. 5(a) of Spec. – ST39013 on one Oil Purification system of Bhusawal Project. 4. Flame proof motor is not essential. 5. Supervision by vendor (2 days) during erection & commissioning of one oil purification unit at site shall be required. 6. All piping of Oil Purification System coming in contact with oil shall be SS. 7. Control Panel color –Exterior –RAL 7032 & Interior –Brilliant white. 8. Motor efficiency: - Class –IE2 conforming to IS 12615 or IEC:60034-30.	
9.	Validity	Confirm that validity of the offer shall be 180 days from the due date of opening of Techno-Comm. Offers. BHEL reserves the right to reject any or all quotations, quoting validity less than 180 days.	
10.	Special Instruction	Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry. In case of any confusion / un-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. No deviation & request regarding un-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. 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. Please note and confirm.	
11.	Statutory Variation	Any statutory change/revision in taxes & duties as and when implemented by the Government OF India shall become applicable in addition to or in lieu of existing tax structure, then same shall be taken into consideration. The evaluation of offers would be done as per the applicable Tax & Duty structure, prevailing on the date of opening of Price Bid.	
12.	Basis of Quotation:	For Import Scope of supply: Please quote prices on FOB as well as CFR Mumbai Basis. Freight/shipping charges shall be quoted separately in your offer. Kindly confirm. Please note that BHEL reserves the right to place the order either on FOB or CFR Mumbai basis. In case order is placed on CFR basis then Transportation/shipment from port of origin to Mumbai Port shall be to your account. Please Inform Name of your FOB port. In case of supply on FOB basis, advance intimation to BHEL freight forwarded to be given by bidder before 15 days. The delay on this account shall be on merit basis i.e. for delay attributable to BHEL/BHEL's freight forwarder shall be to BHEL and vice-versa. Kindly confirm that the prices have been quoted on firm basis. The offer of the vendors not quoting firm prices is likely to be rejected by BHEL. Transit insurance would be arranged by BHEL. Please send your offer	

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.- B/4066/2019/1437V2

Item: Oil Purification Unit of Bhusawal Project

ANNEXURE-2A [Foreign Supplier]

		keeping this in view.					
13.	Delivery Period:	You are requested to offer your best possible delivery in number of weeks/ months from the date of Purchase Order/documents approval.					
		<table><tr><td>Project name</td><td>Possible delivery in number of weeks/months from the date of Purchase Order/documents approval.</td></tr><tr><td>1x660 MW Bhusawal</td><td></td></tr></table>	Project name	Possible delivery in number of weeks/months from the date of Purchase Order/documents approval.	1x660 MW Bhusawal		
		Project name	Possible delivery in number of weeks/months from the date of Purchase Order/documents approval.				
1x660 MW Bhusawal							
Material is required as per delivery schedule mentioned in the enquiry. However, you are requested to offer your best possible delivery in number of weeks/months from the date of Purchase Order/documents approval.							
14.	Engineering Document/ Document approval	Drawings/Data sheets/Documents/Electrical Write-UP/ Control Panel Drawing/ Quality Plan etc, as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.					
15.	Quality Requirements	Please submit quality plan in enclosed QAP format for BHEL approval. QP has to be in line with ordering documents including BHEL specification and addendum.					
		After placement of P.O successfully vendor’s QP to be forwarded to BHEL for approval. Vendors to specifically confirm to follow BHEL approved QP without any financial implications to BHEL.					
		Pre-Inspection would be done by third party inspection agency (LRS/TUV/BV) as per BHEL approved Quality Plan. Please Confirm. The Charges for Pre-Inspection shall be to the bidders account.					
16.	Firm & Fixed Prices:	Confirm that prices will remain firm and fixed during the entire validity and execution of the project.					
17.	Penalty (Late Delivery) Clause:	Penalty for Late Delivery would be applicable @0.5% of the “lot wise order value” per week of delay or part thereof subject to a maximum of @ 10% of the “lot wise order value”. The date of BL would be treated as the date of delivery for penalty purposes. Date of BL shall be treated as delivery date for all purposes.					
		Loading for deviation in penalty for LD clause: - Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty as per BHEL rules/policy. Loading will be done to the extent by which penalty clause is not agreed.					
18.	MDCC (Material dispatch clearance certificate) Clause:	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC, delivery shall be extended by no. days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. Material is to despatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.					

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.- B/4066/2019/1437V2

Item: Oil Purification Unit of Bhusawal Project

ANNEXURE-2A [Foreign Supplier]

19.	O&M Manual Requirement:	Kindly confirm that in the event of ordering, 12 Sets (Paper based) and 2 Set (in CD ROM) of O & M manual shall be furnished containing all drawings and datasheet, catalogues of all instruments and instructions for storage, erection & commissioning, operation and maintenance after approval. Please submit same to BHEL Haridwar after despatch of material.	
		Kindly confirm that in the event of ordering, 02 Sets of O&M Manuals would be kept inside the dispatch box of Oil Purification Unit & the same shall also be mentioned in your Shipping/Packing List.	
20.	Supervision of erection & commissioning	Kindly note that the vendor shall carry out supervision work during Erection & Commissioning at site.	
		Confirm that following charges have been quoted separately in your offer: 1. Per day Charges for Supervision during Erection & Commissioning (lumpsum & inclusive of everything i.e. lodging, fooding, boarding etc.) 2. Per Visit Charges for Supervision during Erection & Commissioning. A total period of 02 day and 1 Visit would be taken for the evaluation of these charges for Each No. of Oil Purification Unit.	
21.	Guarantee Clause:	Kindly confirm that Guarantee shall be provided for a period of “36 months from the date of dispatch or 18 months from the date of commissioning, whichever is earlier” . In case of any failure or trouble reported from site, the supplier should depute their representative immediately to attend the problem and replace the defective component/part if required, without any additional cost to BHEL.	
		In case of deviation in Guarantee Period, offer shall be evaluated with loading @4% per-annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.	
		Supplier shall be responsible for free replacement of defective equipment / material at our site	
22.	Packing and Dispatch	The equipment shall be packed and dispatched in a seaworthy packing.	
23.	Origin of Quotation:	Quotation should be from the principal / original supplier even if it is submitted through their authorized agent, failing which the quotation is liable to be ignored.	
24.	Payment Terms:	For Material Portion: Kindly Confirm BHEL's standard payment Term i.e. “100% payment shall be made after receipt of material at project site” .	
		Procedure for claiming payment after receipt of material at site. The payment may be claimed by submitting dispatch documents thru bank or directly to BHEL. In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account.	
		Loading for Deviation in Payment terms: In case of deviation in above mentioned payment term, your offer would be evaluated with loading as per BHEL rules/policy.	
		Kindly note and confirm that bank charges would be either sides.	
		Payment terms for Supervision during Erection & Commissioning: 100% payment against submission of successful Erection & Commissioning certificate from Project Site and invoice thru Bank.	

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.- B/4066/2019/1437V2**Item: Oil Purification Unit of Bhusawal Project****ANNEXURE-2A [Foreign Supplier]**

25.	Arbitration, Risk Purchase & FORCE AJEURE	Kindly confirm Arbitration, Risk Purchase & Force Majeure shall be applicable as per GISTC (copy enclosed).	
26.	Bill of lading	1 of 3 Original Bill of lading along with other Non-negotiable documents to be sent to General Manager, Regional Operating Division, Bharat Heavy Electricals Ltd, 14/15th Floor, World Trade Centre-1, Cuffe Parade, Mumbai-400005 within 10 days of shipment.	
27.	Packing, Marking and Identification	Supplier shall arrange for adequately protecting and properly packing the consignment to withstand overseas /overland transport and transshipments en-route so as to avoid loss and damage during transit and also take appropriate measures to prevent metal parts from rusting and corrosion during transit. Supplier shall be responsible for any loss/damage during transit due to defective/inadequate packing.	
28.	Special instructions	Mandatory Spares should be packed separately and properly marked to avoid mix-up.	
29.	Deviation: (if any)	Kindly confirm that there is no deviation with respect to BHEL Specifications. However, if there is any deviation with respect to the tender documents then the same should be brought out specifically in separate annexure marked "Deviations" (Technical/Commercial). The additional price, if any, for withdrawal of these deviations must be provided.	
30.	Deficiencies and Defective Supplies	Should, any deficiencies be established / suppliers be proved (found) defective, the same shall have to be made good / replaced by the suppliers under "Free of Charge" invoice, at suppliers cost, risk and responsibility.	
31.	Certificate of Origin	Certificate of origin shall be a negotiation document for payment. Supplier is to provide certificate of origin duly legalized by Chamber of commerce of originating country. Please confirm.	
32.	Negotiable documents	Negotiable documents are as under: 1) 2 of 3 Original Bill of lading 2) Original certificate of origin duly certified by Chamber of commerce of country of origin. 3) Original Guarantee certificate 4) Original invoice 5) Original packing list 6) Original release note by BHEL's approved Inspection agency. 7) Copy of Material/dispatch clearance certificate (MDCC) from BHEL 8) Original Phytosanitary certificate.	
33.	BHEL Registration	Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item; have to apply through Online Registration portal, https://supplier.bhel.in/ . All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. Application registration No (for applying online form) should be mentioned in the techno commercial offer.	
34.	Mandatory Procurement (Make In India)	For this procurement, Public Procurement (Preference to Make in India), order 2017 Dtd. 15.06.2017, 28.05.2018 & 29.05.2018. and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable. Nodal ministry wherever	

SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY No.- B/4066/2019/1437V2**Item: Oil Purification Unit of Bhusawal Project****ANNEXURE-2A [Foreign Supplier]**

		mentioned shall be the Nodal Ministry of Government of India. For detailed terms & conditions please refer Clause no. 25 of GISTC (Version April 2019, Rev:04). This is for your kind information and acceptance. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.	
35.	Reverse Auction	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after Techno Commercial Evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides for RA. Detailed guidelines available at our site www.bhel.com In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non Submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. <i>The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.</i>	
36.	Right of Acceptance:	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
37.	Order Acceptance:	Ink signed order acceptance shall be furnished within 15 days of receipt of purchase order. In case, order acceptance is not received within 15 days of order placement, PO will be assumed to be deemed accepted by vendor.	
38.	Details of Contact Person	Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.	

Kindly ensure to submit the below Enclosures along with 'Techno-Commercial Bid':

1. Copy / Replica of Price Bid (without prices).
2. Catalog / Leaflet of the Equipment / Instrument.
3. Signed & Stamped copy (each page) of duly filled 'Annexure-2A' Special terms & conditions of Enquiry.
4. Signed & Stamped copy (each page) of GISTC as token of acceptance.

Consignment weight: Gross / Net weight in Kg (approx.) to be indicated

Signature of supplier with Seal



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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



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

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

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

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

7. REVERSE AUCTION.

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



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8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

10. PAYMENT TERMS.

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



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

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

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

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

11. TAXES & DUTIES.

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

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

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



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

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

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

12. BANK GUARANTEE.

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

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

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

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY.

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

16. RIGHT OF ACCEPTANCE.

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



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b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.

c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.

d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.

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

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

17. TRANSIT INSURANCE.

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

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

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

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



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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

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



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

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

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

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

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



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

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

24. INFORMATION TO THE BIDDERS.

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

25. MAKE IN INDIA (GOVT-NOTIFICATION).

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

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

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

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

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



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

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

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

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

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

26. NOTE.

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



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

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

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

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

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

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

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

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

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



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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____ Dated: _____

Due on: _____

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

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

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



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- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.
- g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com
- i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1 counter offered rates**, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- j) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.
- k) In case of e-Tendering (Online bidding through e portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

6. PRICE SCHEDULE.

- Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- Bidders need to quote their prices on CFR any sea port in Mumbai or FCA basis to the named airport in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.

- In case the vendor quotes the prices on CFR basis and BHEL accepts the delivery term on CFR, 0.25 % (of CFR Value) towards port handling charges & 1.5 % (of CFR Value) towards inland freight or actual freight charges as per BHEL freight rate contract whichever is higher, shall be loaded in the prices for ascertaining the landed cost to decide the comparative status of the prices.
- However, if BHEL agrees to accept the FOB delivery terms, the FOB prices shall be loaded 2.0% (of FOB Value) towards sea freight, 0.25% (of FOB Value) towards port handling charges & 1.5% (of FOB value) towards inland freight for ascertaining the landed cost to decide the comparative status of the prices.
- Basis of Evaluation for Bid / Quotation in foreign currency:**
 - Currency exchange rate (TT selling rates of SBI) for evaluation of the bid / quotation received in foreign currency will be as follows:
 - Single part bid – Date of tender opening.
 - Two / Three-part bid – Date of part 1 opening.
 - Reverse auction – Date of part-1 opening.

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

g) Evaluation of Indian Agents Commission:

- BHEL prefers to deal directly with foreign bidder, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure compliance to applicable guidelines.
- The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of

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

3. In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.

h) While submitting your bids please clearly indicate:

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

7. REVERSE AUCTION.

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

8. DELIVERY TERMS.

- a) Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order.
- b) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders.
- c) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 600 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).
- d) Any demurrage / Godown Rent payable to the Port Authorities due to any delay attributed by the supplier will be recovered from supplier's account.
- e) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is to be provided mandatorily. However, a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- f) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and / or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any paid by BHEL (for stated reasons).
- g) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- h) In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container / High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance

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

- i) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.
- j) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the IGM (Import General Manifest) at discharge port.
- k) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- l) **The invoices being issued by shipping lines must be in the name of BHEL. Any loss in GST due to submission of discrepant document will be recovered from supplier / vendor.**
- m) While booking the shipment, bidder to also finalize **destination charges** and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- n) If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent to BHEL as detailed in para "p" (below), at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.
- p) **Information related to OBL / AWB Documents:**
 - I. Consignee name and address should be same as mentioned in the Purchase order.
 - II. Notify party: Name and address will be as follows :(For discharge port Mumbai or Nhava Sheva)

Bharat Heavy Electricals Limited

14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005

Email: msseahwr@bhel.in & ppximx@bhelh.in (in case of Sea Shipments)

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

For latest updating please refer our web site:

www.bhelhwr.co.in

- III. OBL should clearly mention the Indian agent address and contact details.
- IV. OBL should be issued as per UCP 600.
- V. In case of shipments other than FOB, OBL should mention the container detention free period.
- VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to BHEL-Mumbai office (Address at Para "p-II") with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings (BL) may be routed through bank based on the other agreed terms and conditions of purchase order.

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- f) The delivery date for penalty purpose will be the Bill of Lading Date/Air way bill.

10. PAYMENT TERMS.

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

- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.
- d) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.
- e) In case of payment after receipt and acceptance of material, 100% payment will be made within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment may get delayed.

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

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

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11. BANK GUARANTEE.

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

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

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

- c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG/refund of amount paid.

13. QUALITY REQUIREMENT.

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

14. VALIDITY.

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

15. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.

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- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

16. TRANSIT INSURANCE.

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

17. PHYTOSANITARY CERTIFICATE:

- a) As per the Indian Law, all consignments being imported into India by air / sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in

your offer / dispatch documents that the required phytosanitary certificate will be submitted.

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

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES/ARBITRATION.

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

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

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

22. INFORMATION TO THE BIDDERS.

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

23. MAKE IN INDIA (GOVT-NOTIFICATION).

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

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

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

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

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

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

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

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

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

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

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

24. NOTE.

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

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

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

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

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

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

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

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

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

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

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Terms & Conditions of Reverse Auction

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

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

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

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 dateas per MSMED Act 2006 is as follows:

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

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

Rs.....Lacs

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

Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs..... Lacs formicro / 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

Certificate

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

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

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

Seal and Signature of Supplier

List of Consortium Banks * (wef 22.03.2016)

	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
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	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank