

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



Tender Enquiry No. B/4011/2017/4262V/1 for the requirement of LP BY PASS SYSTEM for Maitree project

The technical specifications/Drawings uploaded along with this Open Tender are as mentioned below. In case of non-receipt or non-clarity of any of these documents, you may contact undersigned. No Financial Implication on account of non-availability of documents would be entertained after opening of Techno-Commercial Offers.

LIST OF ENCLOSURES

<u>Commercial Documents</u>		
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<u>Technical Documents</u>		
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1.	Drg. 2-12300-50000 Rev.00 (sh.01 &sh.02) for 'LP Bypass System"	02
2.	ST47050 Rev.02.	28
3.	C&I Addendum to ST47050 Rev. 02 (Maitree 660 MW)	02
4.	Drg. 3-12300-50001 Rev.00 for 'Input/Process data for LPBP valve and actuator'.	01
5.	Drg. 3-12300-50002 Rev.00 for 'Arrangement of LPBP valve along with associated equipment'.	01
6.	Drg. 2-12300-50003 Rev.00 for 'Water Injection valve with Actuator'.	01
7.	Drg. 3-12300-50100 Rev.00 for 'Mandatory spare parts for LP Bypass System.'	01

8.	Drg. 3-12300-56005 Rev.02 for 'Commissioning spare parts for LP Bypass System.'	01
9.	Drg. 1-12300-56008 Rev.00 for 'Recommended spares parts for LP Bypass System.'	01
10.	Drg. 3-13360-60501 Rev.01 for 'Flow Nozzle for W.I.V.'	01
11.	Drg. 0-12321-39000 Rev.00 for 'Suspension of LP Bypass valve'	01
12.	Annexure- II A & B (Documents to be submitted with offer)	05
13.	Annexure-III Rev.04 (Documents to be submitted in case of Order Placement)	03
14.	Annexure-P (Shipping and Packing Instruction)	04
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17.	Quality plan no QA/BI/QP/114 Rev.03	11
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PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
FAX: +91 1334 226084/226462
TEL: +91 1334 28 1660 / 1690

ENQUIRY NO. B/4011//7/4262V1
PACKAGE: LP BYPASS SYSTEM
PROJECT: 2X660MW Maitree

ENQUIRY DUE DATE/ OPENING DATE:
18/06/2018 (AT 1400 HRS)

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

1. SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for the supply of LP Bypass system with spares for 2X660MW Maitree Project as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Total Quantity	LOT Quantity & Date of Delivery
1.	W90312300492 DRG: 21230050000 rev.00 LP BYPASS VALVE WITH EHA, DESUPERHEATER, HPSU, WATER INJECTION VALVE, FLOW NOZZLE AND DUMP TUBE SPEC: ST47050 REV: 02	02 Sets	Lot-1: 1 Set, Dly.: 10/07/19 Lot-2: 1 Set, Dly.: 10/01/20
2.	W99312301640 DRG: 31230050100 REV:00 MANDATORY SPARES FOR LP BYPASS SYSTEM SPEC: ST47050 REV: 02	01 Set	1 Set, Dly: 24/09/20

Note: Bidders are requested to quote their best possible minimum delivery period from the date of placement of PO.

2. PROJECT INFORMATION:

Project Name	2X660 MW MAITREE TPS
Name of the End Customer	BIFPCL, BANGLADESH
Project Address	2X660 MW MAITREE STPP PROJECT SITE, RAMPAL, DISTRICT-BAGERHAT KHULNA DIVISION, BANGLADESH

3. EARNEST MONEY DEPOSIT (EMD)

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

Details	Amount In INR	Amount in Foreign	Type
EMD	INR 2,00,000/- (INR Two Lacs)	USD 3000 or Equivalent	Refundable

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

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, 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



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- 3.3 Bidders already registered at BHEL Hardwar (i.e. PMD Vendors) for this package are exempted from submission of the EMD.
- 3.4 MSE Suppliers/Central / State – PSUs / Government departments are exempted from submission of the EMD.
- 3.5 Bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value shall not be considered for further evaluation. An opportunity may be given to the bidder for submitting the requisite EMD and the offers would be evaluated only in case, the requisite EMD is received within a time bound period.
- 3.6 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be refunded after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening.

4. PRE-QUALIFICATION REQUIREMENT (PQR)

The Pre Qualification Requirements have been compiled and enclosed **as per Annexure A,B & C**. All the bidders should 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 meet PQR i.e. do not complete the PQR documentation within 30 days of opening of techno-commercial bid, shall be ignored and no-further correspondence shall be entertained thereafter.

5. **END USER APPROVAL:** End User approval is mandatory requirement for considering your offer in this tender. 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 price bid opening.

6. SUBMISSION OF OFFER

- 6.1 Only English version of all documents would be valid & binding.
- 6.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications/ Technical Requirements 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.
- 6.3 Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
- 6.4 Tenders are to be submitted in Two Parts and Part- I (Techno-Commercial Bid alongwith PQR, as detailed below) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:

A. PART-I: PRE-QUALIFICATION REQUIREMENT (PQR) & TECHNO-COMMERCIAL BID: Comprising of following documents:

- Earnest Money Deposit (EMD)/details of EMD in case of E-Payment.
- Bidders are required to furnish requisite details in the formats specified in bidding documents



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for meeting the stipulated Pre-Qualification. Requirements (PQR) along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc. The Pre- Qualification requirements are enclosed

- Complete Technical offer with relevant drawings/ documents etc.
- "MATERIAL DETAILS AND INSTRUCTION TO BIDDERS"-Annexure-1, Special Conditions of Enquiry: Annexure-2 and "GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)" 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). Reply for each clause of Annexure-2 are to be necessarily submitted along with the offer. Deviations if any are to be listed out separately. Please note that in case no- deviation sheet is received along with offer, it will be presumed that all terms and conditions mentioned in "INSTRUCTION TO BIDDERS, SPECIAL CONDITIONS OF ENQUIRY and "GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)" is acceptable to bidder and your offer will be processed accordingly.
- Endorser QAP
- 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.
- Un-Priced replica of Price Bid

B. PART-II: PRICE-BID: Containing Prices and to be submitted in original, strictly as per enquiry conditions for complete scope of tender enquiry

6.5 Following shall be superscribed on the envelopes which shall be addressed by name and designation to the official inviting tender:

PART-I (refer clause 5.4 [A]) : 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID WITH PQR".

PART-II (refer clause 5.4 [B]) 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "PRICE BID".

6.6 Parts – I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a main cover duly sealed and superscribed as:

"OFFER FOR (ITEM NAME) AGAINST ENQUIRY NO. B/4011/7/4262V1 DUE ON
CONTAINING PART-I & PART-II Bids". Vendor's full name and address should be clearly mentioned on the envelope

6.7 Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.

6.8 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:

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

6.9 Tender opening is scheduled to start in the Tender Room at 2:00 PM (IST), on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM (IST) on due date. Only participating bidders are allowed to attend tender opening. TENDERS RECEIVED AFTER THE SPECIFIED TIME OF



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THEIR SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.

6.10 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.

6.11 **PART-I (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.

6.12 **Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 3 above.**

6.13 After opening of the techno-commercial offer, the offers would be evaluated by BHEL and acceptance shall be subject to End Customer approval. Price Bid shall be opened only of the Customer approved vendors.

6.14 After finalization of Techno-Commercial evaluation, offers of BHEL and Customer approved vendors who have qualified in techno-commercial offer shall be considered for Price Bid Opening/RA.

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

Mr. Sarvesh Kumar
Designation: Sr. Engineer (PPX-BOI)
4th Floor, Main Administrative Building
HEEP, BHEL Hardwar- 249403
Uttarakhand, India
Email ID: psk@bhel.in
Tel: +91 1334 28 1690

Mr. Kapil Yadav
Designation: DGM (PPX-BOI)
4th Floor, Main Administrative Building
HEEP, BHEL Hardwar- 249403
Uttarakhand, India
Email ID: k-yadav@bhel.in
Tel: +91 1334 28 1660

6.16 Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.

6.17 BHEL prefers to deal directly with the principal manufacturers/OEM. However, if the OEM/ Principal insists on engaging the services of an agent, the same can be allowed only thru a tender specific authorization letter issued by the principal/OEM. The acceptance of any such offer would be at the discretion of BHEL.

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

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



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7. RIGHT OF ACCEPTANCE

- 7.1 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.
- 7.2 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer/bid submission (Part-I). The discount shall be applied on pro- rata basis to all items unless specified otherwise by the bidder. Conditional discounts shall not be considered for evaluation of tenders.
- 7.3 Unsolicited discounts/revised offers given after enquiry opening (i.e. Part-I bid opening) shall not be accepted.
- 7.4 In case there is no change in the technical scope and/or specifications and/or commercial terms & conditions, the bidder/s shall not be allowed to change his/their price bids after the due date (i.e. Part-I bid opening).
- 7.5 In case of changes in scope and/or technical specification and/or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 7.6 In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their latest price bid shall prevail. However in such condition their original price bid will necessarily be opened.
- 7.7 After technical & commercial examination of the offers received and clarifications obtained (if required), Part-II (Revised Price Bid/ Original Price Bid along with Price Impact and Discount, if any) shall be opened, for which the date and time shall be intimated to technically and commercially acceptable bidders in case of public opening. BHEL may opt to finalise the prices through Reverse Auction amongst technically and commercially acceptable bidders. BHEL reserves the right to open the earlier price bids, if any, submitted by the bidder(s), if required.
- 7.8 No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.

8. Integrity Pact:

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

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

Details of IEM for this tender are furnished below:

Mr. D.R.S. CHAUDHARY

Flat no. L-202 & 203 (1st Floor)



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Ansal Lake View Enclave
Shamla Hills
Bhopal-462013
Dilip.chaudhary@icloud.com

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

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

9. REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno- commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

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. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per [extant guidelines](http://www.bhel.com) for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

10. IMPORTANT NOTE

Kindly ensure the timely submission of your offer (by 1345 Hrs IST on the due date) and note that Late

Offers shall not be entertained under any circumstances.

Procurement is to be made from End User/ Customer approved vendors only.

For and on behalf of BHEL,
Hardwar

Kapil Yadav
DGM (PPX-BOI)



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PRE-QUALIFICATION REQUIREMENT

Enquiry No.:
B/4011/2017/4262V/1
Due Date: 18/06/2018
By 1345 Hrs IST

Sl. No.	Pre-Qualification Requirements (Annexure-B)	Vendor's Response
1.	Bidder must have previously designed, manufactured & supplied LP Bypass System consisting of hydraulically actuated LP Bypass Valve along with Water Injection Valve, Hydraulic Power Supply Unit (HPSU) and necessary controls & Instrumentation for steam turbine generator unit. The respective equipment should have been supplied for 500MW or higher capacity pulverized coal fired power generating units such that respective equipment are in successful operation in at least five (5) such units for a period not less than two (2) years prior to date 22.09.2015. The reference units should be at minimum two different sites. OR Bidder must have previously designed, manufactured & supplied LP Bypass System consisting of hydraulically actuated LP Bypass Valve along with Water Injection Valve, Hydraulic Power Supply Unit (HPSU) and necessary controls & Instrumentation for steam turbine generator unit. The respective equipment should have been supplied for 660MW or higher capacity pulverized coal fired power generating units such that respective equipment are in successful operation in at least three (3) such units for a period not less than one (1) year prior to date 22.09.2015. The reference units should be at minimum two different site.	
2.	The bidder shall submit experience details of supplied LPBP system complying the requirements mentioned at Clause-1 above as per Annexure-A (copy enclosed).	
3.	A Joint Venture/ Subsidiary Company/Sister Company/Collaborator Company formed for manufacturing and supply of LPBP system in India can also be considered, provided that it has a valid collaboration or licensing agreement for design, engineering & manufacturing of LP Bypass system in India with a qualified equipment manufacturer who meets the requirements stipulated at Clause-1 above. In such a case, such qualified equipment manufacturers should have directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/Subsidiary Company/Sister Company/Collaborator Company and the equity participation and valid collaboration /licensing agreement should be in existence before the date of technical bid opening of tender & shall be maintained for a lock-in period of seven (7) years from the date of technical bid opening of tender or up to the end of defect liability period of the contract, whichever is later. In case the qualification is sought as per clause 3:- 3.1- The details of vendor shall be submitted as per Annexure-C & details of its collaborator (i.e. manufacturer of proven equipment as per clause-1) shall be submitted as Annexure-A. 3.2- In addition, the vendor along with the Indian Joint Venture Company/Subsidiary Company/Sister Company/Collaborator Company, qualified equipment manufacturers and its holding/subsidiary Company, as applicable, shall furnish DJU in which executant of the DJU shall be jointly and severally liable for the successful performance of the equipment. The DJU shall be submitted prior to the placement of order. 3.3- In case of award, each executant of the DJU be required to furnish an on demand bank guarantee for INR 1.5 Million (Rupees One and Half Million).	
4.	In case the vendor qualifies as per clause-3 above, the vendor should have established manufacturing and testing facilities at its works as per Collaborator/licenser's design, manufacturing and quality control system for such equipment duly certified by the Collaborator/licensor as on date of technical bid opening. Further, the Collaborator/Licenser shall provide all design, design calculation, manufacturing drawings and must provide technical and quality surveillance assistance and supervision during manufacturing, erection, testing & commissioning of equipment. Evidence/Confirmation to be furnished by the vendor.	

Note:-

- Against vendor's replies, BHEL reserves the right to ask for more information/documents/clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document/information/clarifications as mentioned above or vendor doesn't meet the above acceptance criteria.



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PRE-QUALIFICATION REQUIREMENT

Enquiry No.:
B/4011/2017/4262V/1
Due Date: 18/06/2018
By 1345 Hrs IST

Pre-Qualification Requirements (ANNEXURE-A)

Experience Details for LP Bypass System:-

S. No.	Details	BHEL Requirement	Vendor's Response
1	Name of the station and its Location		
2	Client name and its address, Fax no. & Tel. No.		
3	Name, designation, e-mail ID & Mobile No. of the responsible person in client's organization		
4	Purchase Order No. & Date		
5	Name plate rating in MW of individual Steam Turbine Unit	≥ 500 MW/ 660 MW	
6	No. of Units		
7	LPBP system designed & manufactured by		
8	Control system designed & manufactured by		
9	Date of Commissioning of LPBP system		
10	Years of successful operation as on 22.09.2015	500 MW- 2 years (Min.) 660 MW- 1 years (Min.)	
11	Whether the system/equipment are in successful operation as on date of technical bid opening	Yes	
12	Mandatory enclosures:- a. Copy of purchase orders, test reports of the project & commissioning protocols at project site. OR b. Certificates of satisfactory operation from their client/end user.		
13	Type of actuator of LPBP Valve	Hydraulic	
14	No. of LP Bypass Valves per unit		
15	Type of LPBP Valve (Single Stem/Double Stem)		
16	Designed steam flow, pressure & temp.		
17	Body material of LPBP Valve		
18	Make & model no. of Actuator of LPBP Valve		
19	Make & model no. of Servo/Proportional Valve		
20	Make of Hydraulic Power Supply Unit (HPSU)		
21	Operating Hydraulic Pressure (ata)		
22	Working Fluid (Mineral Oil/Fire Resistant Fluid)		

Information against Sl. No.1-13 are to be mandatorily provided by the vendors. Further, the vendor to submit all supporting documents like datasheet & drawing of supplied LPBP Valve, Water Injection Valve and schematic drawings of actuators & HPSU along with their functional write-up for BHEL information.



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
FAX: +91 1334 226084/226462
TEL: +91 1334 28 1660/1690
PRE-QUALIFICATION REQUIREMENT

Enquiry No.:
B/4011/2017/4262V/1
Due Date: 18/06/2018
By 1345 Hrs IST

Qualification Requirements (Annexure C)

SL. NO.	Item Description	Applicable data
Detail of subsidiary/JV company proposed for manufacturing of critical equipment as per clause no. 3 of of Pre-qualification requirement		
1	Name and address with telephone number of the Indian JV /subsidiary company/ Sister Company/ Collaborator Company proposed for manufacturing of LP Bypass system.	
2	Name and address with telephone no. of the promoter(s) of the JV /subsidiary company/ Sister Company/ Collaborator Company	
3	% of the equity held by the promoter(s)	
4	Equity lock in period (from the date of technical bid opening)	
5	Name and address with telephone no. of the promoter of JV /subsidiary company/ Sister Company/ Collaborator Company formed at sl. no. 1 above who meets the requirement of clause 1 of Pre-qualification requirement	
6	M/s. (JV /subsidiary company/ Sister Company/ Collaborator Company) has a collaboration or valid licensing agreement with M/s..... (subsidiary/JV promoter) for design, Engineering, manufacturing & supply of LP Bypass system in India. (Please furnish details of collaboration/ licensing agreement)	
7	If equity held by the qualified equipment manufacturer (as per clause 3 of PQR)	
8	Whether equity held directly or indirectly ?	
9	If indirectly then furnish the relationship tree alongwith all relevant subsidiaries holding company	
10	Please furnish the commitment for lock in period as per requirement	
11	Certified that DJU and bank guarantee shall be furnished meeting the requirement?	
12	Bidder to furnish documentary evidence in support of above data	

Signature of authorized signatory.....

ANNEXURE-3 PRICE SCHEDULE FOR 02 TG SETS of MAITREE PROJECT (2X660 MW) FOR FOREGIN SUPPLY (i.e. OUTSIDE INDIA)				
SL NO.	DESCRIPTION OF ITEMS (Prices of all items shall be inclusive of Inspection charges and Sea Freight up to MONGLA BANGLADESH SEA PORT)	TOTAL QTY (COL 3)	UNIT PRICE (ON CFR BASIS)	TOTAL PRICE (FOR QTY. IN COLUMN 3) CFR
1.	LP BY PASS VALVE WITH EHAs & DESUPERHEATER	04 SETS		
2.	HYDRAULIC POWER SUPPLY UNIT (HPSU)	02 SETS		
3.	WATER INJECTION CONTROL VALVE WITH HYDRAULIC ACTUATOR	04 NOS		
4.	FLOW NOZZLE FOR WIV	04 NOS		
5.	DUMP TUBE	04 NOS		
6.	STEAM BLOWING DEVICES FOR LPBP VALVE (ADDITIONAL 02 SETS OF PACKING/ GASKETS APPLICABLE FOR STEAM BLOWING DEVICE SHALL ALSO BE SUPPLIED BY SUPPLIER FOR UNIT-2)	02 SETS		
7.	HYDRAULIC TEST DEVICES FOR LPBP VALVE	02 SETS		
8.	ASSEMBLY & DISASSEMBLY DEVICE	01 SET		
9.	FLUSHING DEVICE FOR CONTROL FLUID SYSTEM	01 SET		
10.	FILLING & GAUGING DEVICE FOR HYDRAULIC ACCUMULATER	01 NO		
11.	MANUALLY OPERATED CONTROL FLUID PUMP FOR FILLING OF FLUID IN CF TANK FOR HPSU	01 NO		
12.	SPECIAL TOOLS & TACKLES AS PER CLAUSE 8.0 OF ST47050	01 SET		
13.	MANDATORY SPARES (AS PER DRAWING NO. 3-12300-50100 REV 00)	01 SET		
14.	COMMISSIONING SPARES AS PER BHEL SPEC. DRAWING NO. 3-12300-56005 REV.02	02 SETS		
15.	SERVO VALVE (AS SPARES)	01 NO EACH TYPE		
16.	SOLENOID VALVE (AS SPARES)	01 NO EACH TYPE AND MODULE		
17.	TOTAL CFR COST (UP TO MONGLA BANGLADESH SEA PORT) FOR SCOPE OF SUPPLY MENTIONED ABOVE) QUOTATION OTHER THAN CFR MONGLA BANGLADESH SEA PORT WOULD BE REJECTED	02 TG SET		
18.	"PER DAY" CHARGES FOR SUPERVISION OF ERECTION & COMMISSIONING AND TRAINING INCLUDING EVERY EXPENSE.	--		
19.	"PER VISIT" CHARGES DURING SUPERVISION OF ERECTION & COMMISSIONIGN AND TRAINING INCLUDING EVERY EXPENSE	--		

- THE PRICES ARE TO BE SUBMITTED STRICTLY AS PER ABOVE PRICE SCHEDULE AND FOR THE SCOPE OF SUPPLY AS MENTIONED IN THE ENCLOSED DRAWINGS & SPECIFICATIONS, OTHER WISE THE OFFERS OF VENDORS MAY BE IGNORED.
- PRICE COMPARISON WILL BE DONE ON THE TOTAL LANDED COST TO BHEL TAKING ALL ITEMS & SERVICES TOGETHER.
- IN CASE OF SUPPLIES FROM FOREIGN COUNTRY (SUPPLIES FROM OUTSIDE INDIA) THE PRICES OF EACH AND EVERY ITEM, ARE TO BE QUOTED INCLUSIVE OF THIRD PARTY INSPECTION CHARGES (BY EITHER LLOYDS/BVQI/TUV).
- IN CASE SPECIAL TOOL & TACKLES ARE NOT OFFERED, THESE WILL HAVE TO BE SUPPLIED FREE OF COST, IF REQUIRED, AT ANY STAGE OF THE PROJECT IN FUTURE.
- MANDATORY SPARES SHOULD BE PACKED IN A SEPARATE BOX & SHALL BE PAINTED WITH GREEN COLOUR FOR EASY IDENTIFICATION AT SITE.
- **PERDAY AND PER VISIT CHARGES FOR SUPERVISION OF ERECTION & COMMISSIONIGN AND TRAINING ERECTION ARE TO BE QUOTED IN THE PRICE SCHEDULE. FOR SUPERVISION OF ERECTION & COMMISSIONING AND TRAINING, 04 VISITS OF 22 MANDAYS (INCLUSIVE OF 02 DAYS FOR TRAINING) FOR 02 TG SET WOULD BE TAKEN FOR THE PURPOSE OF EVALUATION. HOWEVER IN THE EVENT OF ORDERING, THE PAYMENT FOR SERVICES WILL BE MADE ON ACTUAL NUMBER OF DAYS / VISITS INVOLVED IN SUPERVISION OF ERECTION/ COMMISSIONING AND TRAINING.**
- Offer of bidders without Sea Freight Charges would be rejected (since BHEL do not have contract from Port of origin to Mongla Bangladesh Sea Port)
- QUOTATION OTHER THAN CFR MONGLA BANGLADESH SEA PORT WOULD BE REJECTED

ANNEXURE-3 PRICE SCHEDULE FOR 02 TG SETS of MAITREE PROJECT (2X 660 MW) FOR INDIGIOUS SUPPLIERS (i.e. WITHIN INDIA)				
SL NO.	DESCRIPTION OF ITEMS	TOTAL QTY (COL 3)	UNIT PRICE EX-WORKS INCLUSIVE PACKING & FORWARDING	TOTAL PRICE (FOR QTY. IN COLUMN 3)
1.	LP BY PASS VALVE WITH EHAs & DESUPERHEATER	04 SETS		
2.	HYDRAULIC POWER SUPPLY UNIT (HPSU)	02 SETS		
3.	WATER INJECTION CONTROL VALVE WITH HYDRAULIC ACTUATOR	04NOS		
4.	FLOW NOZZLE FOR WIV	04 NOS		
5.	DUMP TUBE	04 NOS		
6.	STEAM BLOWING DEVICES FOR LPBP VALVE (ADDITIONAL 02 SETS OF PACKING/ GASKETS APPLICABLE FOR STEAM BLOWING DEVICE SHALL ALSO BE SUPPLIED BY SUPPLIER FOR UNIT-2)	02 SETS		
7.	HYDRAULIC TEST DEVICES FOR LPBP VALVE	02 SETS		
8.	ASSEMBLY & DISASSEMBLY DEVICE	01SET		
9.	FLUSHING DEVICE FOR CONTROL FLUID SYSTEM	01 SET		
10.	FILLING & GAUGING DEVICE FOR HYDRAULIC ACCUMULATER	01 NO		
11.	MANUALLY OPERATED CONTROL FLUID PUMP FOR FILLING OF FLUID IN CF TANK FOR HPSU	01NO		
12.	SPECIAL TOOLS & TACKLES AS PER CLAUSE 8.0 OF ST47050	01 SET		
13.	MANDATORY SPARES (AS PER DRAWING NO. 3-12300-50100 REV 00)	01 SET		
14.	COMMISSIONING SPARES AS PER BHEL SPEC. DRAWING NO. 3-12300-56005 REV.02	02 SETS		
15.	SERVO VALVE (AS SPARES)	01 NO EACH TYPE		
16.	SOLENOID VALVE (AS SPARES)	01 NO EACH TYPE AND MODULE		
17.	TOTAL VALUE FOR THE SCOPE OF SUPPLY MENTIONED ABOVE.	02 TG SET		
18.	FREIGHT CHARGES UP TO KOLKATTA/ KOLAGHAT/ HALDIA/ CHENNAI SEA PORT (DISPATCHES WILL BE AS PER DELIVERY SCHEDULE MENTIONED IN THE NIT. FREIGHT CHARGES WILL BE TAKEN IN PROPORTION OF THE COST OF MAIN SUPPLY & MANDATORY SPARES) (SPECIFICALLY SPECIFY THE PORT SELECTED BY BIDDER FROM ABOVE GIVEN OPTIONS)	02 TG SET		
19.	"PER DAY" CHARGES FOR SUPERVISION OF ERECTION & COMMISSIONING AND TRAINING INCLUDING EVERY EXPENSE.	--		
20.	"PER VISIT" CHARGES DURING SUPERVISION OF ERECTION & COMMISSIONIGN AND TRAINING INCLUDING EVERY EXPENSE	--		

- THE PRICES ARE TO BE SUBMITTED STRICTLY AS PER ABOVE PRICE SCHEDULE AND FOR THE SCOPE OF SUPPLY AS MENTIONED IN THE ENCLOSED DRAWINGS & SPECIFICATIONS, OTHER WISE THE OFFERS OF VENDORS MAY BE IGNORED.
- PRICE COMPARISON WILL BE DONE ON THE TOTAL LANDED COST TO BHEL TAKING ALL ITEMS & SERVICES TOGETHER.
- IN CASE SPECIAL TOOL & TACKLES ARE NOT OFFERED, THESE WILL HAVE TO BE SUPPLIED FREE OF COST, IF REQUIRED, AT ANY STAGE OF THE PROJECT IN FUTURE
- MANDATORY SPARES SHOULD BE PACKED IN A SEPARATE BOX & SHALL BE PAINTED WITH GREEN COLOUR FOR EASY IDENTIFICATION AT SITE.
- **PERDAY AND PER VISIT CHARGES FOR SUPERVISION OF ERECTION & COMMISSIONIGN AND TRAINING ERECTION ARE TO BE QUOTED IN THE PRICE SCHEDULE. FOR SUPERVISION OF ERECTION & COMMISSIONING AND TRAINING, 04 VISITS OF 22 MANDAYS (INCLUSIVE OF 02 DAYS FOR TRAINING) FOR 02 TG SET WOULD BE TAKEN FOR THE PURPOSE OF EVALUATION. HOWEVER IN THE EVENT OF ORDERING, THE PAYMENT FOR SERVICES WILL BE MADE ON ACTUAL NUMBER OF DAYS / VISITS INVOLVED IN SUPERVISION OF ERECTION/ COMMISSIONING AND TRAINING.**

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 1690	SPECIAL CONDITIONS OF ENQUIRY (Annexure-2) Enquiry No. B/4011/7/4262V1 Item Description: LP Bypass system Project name: 2X660MW Maitree (Bangladesh)
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These terms and conditions are in addition to the General instructions and standard terms & conditions (GISTC) as enclosed

Sl. No	Terms	Description	Confirmation of Bidder
1.	Confirmation to General Instructions and standard terms & conditions	1. "MATERIAL DETAILS AND INSTRUCTION TO BIDDERS"-Annexure-1, 2. Special Conditions Of Enquiry: Annexure-2 and 3. "GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)" Please ensure submission of signed and stamped copy of your offer alongwith above mentioned documents. Replies for each clause of Annexure-2 are to be necessarily submitted along with the offer. Deviations if any are to be listed out separately. Please note that in case deviation sheet is not received along with offer, it will be presumed that all terms and conditions mentioned in NIT are acceptable to bidder and your offer will be processed accordingly.	
2.	Customer approval requirement	End User approval is mandatory requirement for considering your offer in this tender. 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 price bid opening.	
3.	Evaluation criteria	Evaluation shall be done on total landed cost to BHEL up to Mongla Bangladesh Sea Port. (material cost and services covered in the enquiry taken together). Material cost and services (Training, Supervision during Erection & Commissioning) shall be quoted strictly as per the price schedule-Annexure-3 (copy enclosed, separate price schedule applicable for foreign and Indian Bidders).	
4.	Commissioning spares	Commissioning spares shall be included in your offer as per BHEL Drawing no. 3-12300-56005 rev.02 (Copy Enclosed). Please note that cost of commissioning spares will be taken for evaluation purpose. Please furnish the item-wise price list of each item mentioned in Commissioning Spares List.	
5.	Mandatory spares	Mandatory spares shall be included in your offer as per BHEL Drawing no. 3-12300-50100 rev 00 for Maitree project. Please note that cost of mandatory spares will be taken for evaluation purpose. Please furnish the item-wise price list of each item mentioned in Mandatory Spares List	



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SPECIAL CONDITIONS OF ENQUIRY
(Annexure-2)
Enquiry No. B/4011/7/4262V1
Item Description: LP Bypass system
Project name: 2X660MW Maitree
(Bangladesh)

6.	Recommended spares	Recommended Spares: Please ensure to include recommended spares in your offer as per drawing no. 1-12300-56008 rev.00.(Copy Enclosed). Cost of recommended spares will not be used in evaluation Please furnish the item-wise price of each item referred in BHEL purchase specification.	
7.	Reverse Auction (E-bidding)	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. Kindly give your acceptance for participation in RA.	
8.	Validity	Confirm that the validity of the offer shall be 180 days from the due date of opening of Techno-Commercial offers. Please note that BHEL reserves the right to ignore the offers quoting validity less than 180 days from EOD (Enquiry Opening Date).	
9.	Basis of Quotation	For Foreign Bidders: Please quote your prices on CFR Mongla Bangladesh Sea Port. Offer of bidders other than CFR Mongla Bangladesh Sea Port would be rejected (since BHEL do not have contract from Port of origin to Mongla Bangladesh Sea Port) For Indian Bidders: Please quote your prices on Ex-works with freight pre-paid upto either of Indian Port viz KOLKATTA/ HALDIA/ KOLAGHAT/CHENNAI SEA PORT on door delivery basis. For calculating ocean freight from Indian Port to Mongla port (Bangladesh), Indian bidders are necessarily required to inform following details:. • Size of Packing Box:LXWXH (MM) • Gross Weight of Packing Box: Kg. • No to Boxes for the complete Quantity: Nos. Please ensure to provide package details as sought above in your offer. Loading of Sea Freight (from above mentioned Indian Ports to Mongla Bangladesh Sea Port) would be done as per BHEL Freight contract. In case package details are not available, loading for Sea Freight and Port Handling charges at Indian port would be done @ 2% of material cost. (SPECIFICALLY SPECIFY THE PORT SELECTED BY BIDDER FROM ABOVE GIVEN OPTIONS)	



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**SPECIAL CONDITIONS OF ENQUIRY
(Annexure-2)**
Enquiry No. B/4011/7/4262V1
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Project name: 2X660MW Maitree
(Bangladesh)

10.	Supervision of Erection & Commissioning.	Confirm that following charges have been quoted separately in your offer (As per the price schedule): 1. Per Day Charges for Training, Supervision during Erection & Commissioning (lump sum & inclusive of everything i.e. lodging, fooding, boarding etc.) 2. Per Visit Charges (to & fro to our site) for Training regarding design/construction features, operation & maintenance of the supplied equipments (Including C&I) to customer's/BHEL Engineers, Supervision during Erection & Commissioning. A total period of 22 Days and 04 Visits will be taken for evaluation purpose for 02 TG Sets. However payment will be made on actual number of days and visits involved in supervision of erection/ commissioning and training. Please confirm to depute your representative to our site within 10 days form the intimation from BHEL.	
11.	Engineering Document/ Drawing requirement	Technical documents/ drawings required with the offer Please ensure completeness of your offer as per Annexure –II A & B (copy enclosed). Checklist (i.e. Annexure -II A & B) duly filled in, shall be submitted along with the offer. Scope of supply and other special instructions have been mentioned in Annexure-3 (price schedule). Prices shall be quoted strictly as per price schedule. The document "C & I ADDENDUM TO ST47050 (MAITREE 660 MW) is part of the purchase specifications applicable for Maitree project. Please confirm to comply the same. Documents required after order placement: Kindly note & confirm that in the event of ordering, all documents as per Annexure-III (Master Document List) shall be submitted for BHEL review and approval. In case of ordering, Drawings/Data sheets/documents & Quality plan as called in the specifications shall be submitted for approval of BHEL 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.	
12.	Bank Guarantee	Kindly confirm your acceptance to submit PBG (performance bank guarantee) for 10% of the order value. PBG shall be submitted before negotiation of the documents. The PBG acceptance / receipt certificate will be a part of the negotiable documents. The PBG shall be in BHEL format and from one of the BHEL consortium banks (list & format are attached). Please confirm that PBG would be issued / confirmed by Indian Branch of any of BHEL's consortium bank (in case PBG has been issued by any Bank outside India) Please note that, no deviation in submission of Bank Guarantee is	



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(Annexure-2)
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		acceptable. The offers of the vendors not agreeing to submit PBG is likely to be rejected by BHEL and no further communication in this regards will be entertained.	
13.	Payment Terms	STANDARD PAYMENT TERMS: 100% payment shall be made after receipt of material at Project Site. Material receipt certificate from BHEL site will be part of negotiation document for claiming payment. Please confirm your acceptance. Loading for Deviation in Payment terms: BHEL reserves the right to load the offers of vendors for deviation in payment terms, as given below: • Against dispatch documents through Bank (foreign and Indian bidders both): 45 days • Against Letter of Credit (foreign and Indian bidder both): 60 days • No loading if payment is done against usance LC with usance period more than 60 days • Advance : Delivery period +60 days- advance payment days (only secured and interest bearing advance can be allowed in exceptional case) • Base rate of SBI as applicable on 31st March 2017 + 6% per annum would be considered for loading For Supervision/ Training Portion: Payment of Supervision/ Training would be made for actual no of visits and days worked at site against submission of successful commissioning certificate, time sheet from BHEL site and Invoice. Please confirm acceptance.	
14.	Penalty Clause	In case of delay in supply of material beyond the agreed contractual delivery, Penalty for Late Delivery would be applicable @ 0.5 % of per week of delay or part thereof subject to a maximum of 10% of the total order value (lot wise). Please confirm. In case of any deviation to the above penalty clause, BHEL reserves the right to load the offers to the extent to which it is not agreed by vendors (at offered value).	
15.	QUALITY REQUIREMENTS & THIRD PARTY INSPECTION	For Indigenous Suppliers: Supplier shall submitted endorsed copy of Quality plan no QA/BI/QP/114/ rev03 (Copy enclosed). This will be forwarded to NTPC for review and approval. Inspection shall be done by BHEL nominated agency & NTPC as per NTPC approved quality plan. Please confirm. Inspection shall be done by BHEL nominated inspection agency & customer as per customer approved Quality Plan. The charges for carrying out inspection for indigenous scope of supply would be borne by BHEL, however the co-ordination with the Third Party	



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SPECIAL CONDITIONS OF ENQUIRY
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(Bangladesh)

		Inspection Agencies would be the sole responsibility of the bidder. The list of approved Third party Inspection agencies would be provided at the time of contract finalization. At least 15 days' notice period should be provided for arranging Pre-Inspection. <u>For Foreign Bidders:</u> Supplier shall submitted endorsed copy of Quality plan no QA/BI/QP/114/ rev03 (Copy enclosed). This will be forwarded to NTPC for review and approval. Inspection shall be done by third part inspection agency (LRS/TUV/BV) as per NTPC approved quality plan. The prices are to be quoted inclusive of Third Party Inspection Charges (By LRS/BVQI/TUV). The scope of inspection for Third Party Inspection Agency would be as per final Customer approved Quality Plan. The co-ordination with the Third Party Inspection Agencies would be the sole responsibility of the bidder. In case if nothing has been mentioned in your offer about the Third Party Inspection charges, the same would be considered to be inclusive in your quoted prices.	
16.	MDCC clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TC) and inspection report of third party (IR) immediately after inspection. BHEL will issue MDCC within 7 days of receipt TCs & IR, if complete clear w.r.t. approved quality plan and comply with approved technical documents.	
17.	Delivery	Please note that material is required as per the deliveries mentioned in NIT. Please quote your deliveries accordingly in no. of weeks/ months from the date of PO	
18.	Guarantee	Kindly confirm that Guarantee shall be provided for a period of 24 months from the date of shipment or 18 months from commissioning, whichever is later. 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.	
19.	O&M Manuals	Kindly confirm that in the event of ordering, - O&M manuals both in English and Bengali languages will be supplied in 12 nos. of Hard Copies (07 nos. in English and 05 nos. in Bengali) and 04 CD ROMs to BHEL Haridwar 03 nos. Hard Copy (English Language) and 01 no. CD shall be supplied at site along with LPBP System.	



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20.	International Standards	Only International codes and Standards are to be used for designing, material selection, manufacturing and testing for all items covered in NIT. Application of other codes and Standards as Indian and Chinese are not acceptable.	
21.	Integrity Pact	The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be preliminary qualification.	
22.	Arbitration, Risk Purchase & FORCE MAJEURE	Kindly confirm Arbitration, Risk Purchase & Force Majeure shall be applicable as per GISTC (copy enclosed)	
23.	Confirmation of Shipping and Packing Instructions	Being Export Order for BHEL “Shipping and packing instructions for 2X660MW Maitree Project- ANNEXURE-P” and “Instruction for Sea Worthy Packing- TGE 3646 Rev.01” is attached with the NIT. Instructions mentioned in these documents should be complied by the Supplier. Please read these conditions carefully and confirm it’s compliance. Maximum number of boxes allowed for shipping of complete LPBP System with the mandatory spares is 60 (as per export approval available with BHEL). Please confirm that number of boxes will not exceed 60 nos. in any case. Please note and confirm that mandatory spares shall be packed in separate box and shall be printed with green color for easy identification at site	

(Signature of the Vendor with Seal)

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

BANK GUARANTEE BOND**WAM 28**

(Paragraph 4.9.6 of – Works Accounts Manual)

1. In consideration of the Bharat Heavy Electricals Limited, Siri Fort, New Delhi through HEEP Hardwar Division (hereinafter called 'the Company') having agreed to exempt _____ (hereafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. _____ made between _____ and _____ for (hereafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) we,

(Indicate the name of the Bank)
(hereinafter referred to as 'the Bank') at the request of _____

Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ do hereby undertake
(indicate the name of the Bank)
to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the Guarantee
(Indicate the name of the bank)

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the due of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____, we shall be discharged from all the liability under this guarantee there after.

5. We, _____, further agree with the company that
(Indicate the name of the bank)

the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)

7. We _____ lastly undertake not to revoke
(Indicate the name of the bank)

this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____
(Indicate the name of the Bank)



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC) For Foreign Bidders (Version June-2017, Rev: 01)

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

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

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

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

- b) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- c) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received

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in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.

- d) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.
- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- 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.

4. TENDER OPENING.

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

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

6. PRICE SCHEDULE.

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

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

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

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

g) Evaluation of Indian Agents Commission:

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

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

h) While submitting your bids please clearly indicate:

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

7. REVERSE AUCTION.

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

8. DELIVERY TERMS.

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

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

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

9. PENALTY FOR LATE DELIVERY.

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

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

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

10. PAYMENT TERMS.

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

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

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

11. BANK GUARANTEE.

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

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

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

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

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

13) QUALITY REQUIREMENT.

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

14. VALIDITY.

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

15. RIGHT OF ACCEPTANCE.

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

16. TRANSIT INSURANCE.

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

17. PHYTOSANITARY CERTIFICATE:

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

18. RISK PURCHASE.

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

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

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

22. INFORMATION TO THE BIDDERS.

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

23. NOTE.

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

- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guidelines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.

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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Indian Bidders (Version June-2017,Rev: 01)

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

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

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

- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com
- i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non consideration of such bids.

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- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.
- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.

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

7. REVERSE AUCTION.

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

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

8. DELIVERY TERMS.

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

9. PENALTY FOR LATE DELIVERY.

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

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the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the penalty purpose.

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

10. PAYMENT TERMS.

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

11. TAXES & DUTIES.

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

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

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

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

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

12. BANK GUARANTEE.

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

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

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

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

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY

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

16. RIGHT OF ACCEPTANCE.

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

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

17. TRANSIT INSURANCE.

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

18. RISK PURCHASE.

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

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

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

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

- b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :-
- c) Valid NSIC Certificate or
- d) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- e) EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
- f) However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
- g) MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
- h) In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer 20% of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then 20% quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
- i) While distributing the 20% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering

favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.

- j) In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost .
- k) In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
- l) If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
- m) Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail

24. INFORMATION TO THE BIDDERS.

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

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- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

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

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

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

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

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

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

Section 9 – Pact Duration

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

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

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

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
