

**BHARAT HEAVY ELECTRICALS LIMITED ,**  
**Heavy Electrical Equipment Plant**  
**Ranipur, Haridwar – 249 403 (UA), India**



**Tender Enquiry No. B/4011/2018/6804/V2 for the requirement of Vacuum Breaker Valve with spares for Panki, Udangudi, Bhusawal & Patratu projects**

**LIST OF ENCLOSURES**

| <b><u>Commercial Documents</u></b> |                                                                                           |                               |
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| 1.                                | WRITE UP ON VACCUM BREAKER VALVE WITH PNUMATIC ACTUATOR FOR 800 MW STEAM TURBINE SETS | 03                            |
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Enquiry No.: B/4011/2018/6804V/2 (VACUUM  
BREAKER VALVE WITH SPARES  
PROJECT : PANKI, UDANGUDI , BHUSAWAL &  
PATRATU

**INSTRUCTION TO BIDDERS**

**1. SCOPE OF ENQUIRY**

Sealed Bids are invited from bidders for providing the complete engineering, design, supply of all material equipment, fabrication, assembly, pre-shipment testing at manufacturer's works, proper packing for transportation, delivery at plant site as per detailed specifications of Vacuum Breaker Valve with Pneumatic Actuator along with its spares for Bhusawal, Panki & Udangudi projects. A brief write-up on VACUUM BREAKER VALVE WITH PNEUMATIC ACTUATOR FOR 800 MW RATING STEAM TURBINE SETS has been mentioned in **Annexure-A**

**A. For Bhusawal project : Please note that Procurement of all items covered as following details (sl. Item No. -1 to 3) would be made from the same vendor.**

The requirement covered in the enquiry is as per details given below:

| Sl. No. | Material Code | Item Description                                                             | Qty.    | Scheduled Delivery                                                   |
|---------|---------------|------------------------------------------------------------------------------|---------|----------------------------------------------------------------------|
| 1.      | W90313244154  | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324458000 REV: 03 | 02 Sets | 30/04/2021 (1 <sup>st</sup> Lot)<br>31/03/2022 (2 <sup>nd</sup> Lot) |
| 2.      | W99318128045  | SOLENOID VALVE FOR VACUUM BREAKER VALVE                                      | 02 Nos  | 31/03/2022                                                           |
| 3.      | W99318128053  | LIMIT SWITCH FOR VACUUM BREAKER VALVE                                        | 2 Nos   | 31/03/2022                                                           |

**B. For Panki project : Please note that Procurement of all items covered as following details (sl. Item No. -1 to 3) would be made from the same vendor.**

The requirement covered in the enquiry is as per details given below:

| Sl. No. | Material Code | Item Description                                                             | Qty.    | Scheduled Delivery                                                                       |
|---------|---------------|------------------------------------------------------------------------------|---------|------------------------------------------------------------------------------------------|
| 1.      | W90313244189  | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324450000 REV: 01 | 03 Sets | 31.03.2021(1 <sup>st</sup> lot)<br>31.03.2022<br>(2 <sup>nd</sup> & 3 <sup>rd</sup> lot) |
| 2.      | W99318128045  | SOLENOID VALVE FOR VACUUM BREAKER VALVE                                      | 2 No.   | 31.03.2022                                                                               |
|         | W99318128053  | LIMIT SWITCH FOR VACUUM BREAKER VALVE                                        | 2 No.   | 31.03.2022                                                                               |

**C. For Patratu project : Please note that Procurement of all items covered as following details (sl. Item No. -1 & 2) would be made from the same vendor.**

| Sl. No. | Material Code | Item Description                                                             | Qty.   | Scheduled Delivery                                                                                                                           |
|---------|---------------|------------------------------------------------------------------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | W90313244170  | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324459000 REV: 02 | 04 Nos | 31/05/2021 (1 <sup>st</sup> Lot)<br>31/05/2022 (2 <sup>nd</sup> Lot)<br>30/11/2022 (3 <sup>rd</sup> Lot)<br>31/03/2023 (4 <sup>th</sup> lot) |
| 3.      | W99318128045  | SOLENOID VALVE FOR VACUUM BREAKER VALVE                                      | 2 Nos  | 31.03.2023                                                                                                                                   |



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**D. For Udangudi project : Please note that Procurement of all items covered as following details (sl. Item No. -1 &2) would be made from the same vendor.**

| Sl. No. | Material Code | Item Description                                                             | Qty.    | Scheduled Delivery                                                   |
|---------|---------------|------------------------------------------------------------------------------|---------|----------------------------------------------------------------------|
| 1.      | W90313244189  | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324450000 REV: 01 | 04 Sets | 31/07/2021 (1 <sup>st</sup> Lot)<br>31/07/2021 (2 <sup>nd</sup> Lot) |
| 3.      | W99318128053  | LIMIT SWITCH FOR VACUUM BREAKER VALVE                                        | 2 Nos   | 30/04/2022                                                           |

## 2. PROJECT INFORMATION

|                              |                                                                                                                                     |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.Project Name</b>        | <b>2 x 660 MW UDANGUDI STPP</b>                                                                                                     |
| <b>Consignee Address</b>     | SE/ PROJECTS<br>2X660MW UDANGUDI STPP STAGE-I<br>TAMIL NADU GEN. & DIST. CORP.<br>UDANGUDI, THOOTHUKUDI-628215                      |
| <b>Custom Duty Structure</b> | CD on Project Import                                                                                                                |
| <b>2.Project Name</b>        | <b>1 x 660 MW PANKI STPP</b>                                                                                                        |
| <b>Consignee Address</b>     | CHIEF ENGINEER (PROJECTS)<br>1X660MW UPRVUNL PANKI TPS EXT.<br>PANKI, KANPUR<br>PIN 208020                                          |
| <b>Custom Duty Structure</b> | CD on Project Import                                                                                                                |
| <b>3.Project Name</b>        | <b>1 x 660 MW BHUSAWAL STPP</b>                                                                                                     |
| <b>Consignee Address</b>     | CHIEF ENGINEER/DY.CHIEF<br>ENGINEER(PROJECT),1X660MW BHUS<br>THERMAL POWER STATION UNIT-6,<br>MSPGCL,BHUSAWAL, DIST JALGAON         |
| <b>Custom Duty Structure</b> | CD on Project Import                                                                                                                |
| <b>4 .Project Name</b>       | <b>3 x 660 MW PATRATU STPP</b>                                                                                                      |
| <b>Consignee Address</b>     | GENERAL MANAGER(PROJ.),PATRATU<br>STPP(3X800 MW), PATRATU VIDYUT<br>UTPADAN NIGAM LTD. P.O.-PTPS,<br>DIST- RAMGARH,JHARKHAND-829119 |
| <b>Custom Duty Structure</b> | CD on Project Import                                                                                                                |



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Pls. note that the comparison would be done as per the applicable taxes and duties on the date of opening of Price Bid.

3. **TECHNICAL SPECIFICATIONS:** A brief write-up on VACUUM BREAKER VALVE WITH PNEUMATIC ACTUATOR FOR MAIN STEAM VALVE FOR 800 MW RATING STEAM TURBINE SETS has been mentioned in **Annexure-A (attached)**. **Prequalification Requirement has been mentioned in Annexure-B.**

The OEM manufacturer meeting pre-qualification requirement and having capability for supplying Vacuum Breaker Valve as per write-up (mentioned in Annexure-A) may seek complete technical specifications from BHEL in Soft Copy. For seeking "technical specifications" potential suppliers shall submit following documents:

- **Non- Disclosure agreement (Duly signed and stamped at each page by original equipment manufacturer)**

The technical documents will be provided within 07 days of receipt of request & above mention document. All requests shall be addressed to the contact detail mentioned in clause no. 15 of this NIT.

#### 4. SUBMISSION OF OFFER

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

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

#### 5. EARNEST MONEY DEPOSIT (EMD)

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

| Details | Amount In INR                    | Amount in Foreign Currency                       | Type       |
|---------|----------------------------------|--------------------------------------------------|------------|
| EMD     | INR 1,00,000/-<br>(INR One Lacs) | Foreign currency equivalent to<br>INR 1,00,000/- | Refundable |

- 5.2 The EMD should be submitted in the form of demand draft / Pay Order/ cash (as permissible under income tax act). The Drafts shall be drawn in favor of "**BHEL Hardwar**".



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- 5.3 The suppliers who are already registered in PMD (product Material Directory) of BHEL, HEEP Haridwar for supply of this item are exempted from submission of EMD.
- 5.4 MSE Suppliers/Central / State – PSUs / Government departments are exempted from submission of the EMD.  
“MSE Suppliers can avail the intended benefits only if they submit along with the offer Udyog Adhaar Memorandum (UAM), attested copies of either EM II certificate having deemed validity (05 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part-1 bid in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price-bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazette Officer.”
- 5.5 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after the finalization of the contract.
- 5.6 BHEL reserve the right to reject the bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value.
- 5.7 EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honor the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

5.7 All Central/State – PSUs/ Government Departments/ MSE Suppliers are exempted from submission of EMD.

#### 6. PRE-QUALIFICATION REQUIREMENT (PQR)

The Pre Qualification Requirements have been compiled and enclosed as per Annexure A. 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 are likely to be ignored

#### 7. **Evaluation Criteria:**

Evaluation will be done on project basis i.e. considering total landed cost of complete requirement of a project upto site. Details are as follows:

- **For Udangudi project :** Please note that material code W90313244189 -04 sets + W99318128053-02 Nos would be procured together & evaluation will be done accordingly.
- **For Panki project :** Please note that material code W90313244189 -03 sets + W99318128045 -02 Nos + W99318128053 – 02 Nos would be procured together & evaluation will be done accordingly.
- **For Bhusawal project :** Please note that material code W90313244154-02 Sets + W99318128053-02 Nos + W99318128045 – 02 Nos would be procured together & evaluation will be done accordingly.
- **For Patratu project :** Please note that material code W90313244170-04 Nos + W99318128045 – 02 Nos would be procured together & evaluation will be done accordingly.



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**8. TECHNICAL REQUIREMENT**

Please ensure completeness of your offer along with all the relevant documents as per **technical specifications** (Procedure for getting technical specifications detailed in point no. 3)

**9. Cross referred technical documents (to be complied with)**

- a. Brief **Write up on Vacuum Breaker Valve with Pneumatic Actuator for 800 MW Steam Turbine Sets** (Annexure-A)
- b. Pre-Qualification requirement (Annexure-B)
- c. Complete technical specifications (to be provided as per procedure mentioned in clause no. 3)
- d. Special conditions of Enquiry Annexure-1A for foreign Bidder & Annexure-1B for Indian bidder
- e. General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC) rev.04 - Separate for Foreign and Indigenous suppliers

**10. PRE BID CLARIFICATION/ PRE BID MEETING**

10.1 Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.

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

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

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

10.5 Bidders shall submit their techno-commercial queries within 10 days of receipt of technical documents. Clarifications would be arranged within next one week. Bidders may also request for pre-bid meeting for techno-commercial clarification within one week of receipt of technical documents.

**11. RIGHT OF ACCEPTANCE**

- i. 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.
- ii. 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.
- iii. Unsolicited discounts/revised offers given after enquiry opening (i.e. Part-I bid opening) shall not be accepted.
- iv. 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).
- v. 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



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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.

- vi. 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.
- vii. 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.

#### 12. DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

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

#### 13. Mandatory Procurement (Make In India):

For this procurement, the local content to categorize a supplier as a class I local supplier/class II local supplier/Non local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Reference to Make In India) . Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part-II bids against this NIT.

That the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made. Make in India deceleration certificate is enclosed. Kindly submit signed & stamp copy of the same along with your offer.

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

Comprising of following documents:

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



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

#### PART-II: PRICE-BID:

The price Bid (with prices) for the complete scope as specified in price schedule Annexure-I shall be submitted.

The Part-I & Part-II bids shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:

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

#### 15. IMPORTANT NOTE

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

Deviations (if any) are to be listed separately in deviation sheet. Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.

**PART-I (as per clause 28 above) (Techno-Commercial bid with PQR)** will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of tenderers who may like to attend. Incomplete offers are liable to be rejected. **Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements (Proveness Criteria) mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 3 above.**

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

|                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ms. Swati Jain</b><br><b>Designation: Dy. Manager (PPX-BOI)</b><br>4th Floor, Main Admin. Building<br>HEEP, BHEL, Hardwar- 249403<br>Uttarakhand, India<br>Email ID: swati88@bhel.in<br>Tel: +91 1334 28 1690<br>Mobil No.:7895136032 | <b>Mr. Ashish Gupta</b><br><b>Designation: SDGM (PPX-BOI)</b><br>4 <sup>th</sup> Floor, Main Admin. Building<br>HEEP, BHEL, Hardwar- 249403<br>Uttarakhand, India<br>Email ID: gupta.a@bhel.in<br>Tel: +91 1334 28 5834<br>Mobil No.:9410395860 |
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**Kindly ensure the timely submission of your offer (by 1345 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances.**

For and on behalf of BHEL, Hardwar



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**PRE-QUALIFICATION REQUIREMENT**

**PRE-QUALIFICATION REQUIREMENT (ANNEXURE-B)**

| SI. No. | Pre-qualification requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Vendor Response (Yes/No) |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1       | <p>The supplier should have the experience of manufacturing &amp; supply of "<b>Vacuum Breaker valve with pneumatic actuator</b>" for Steam turbine unit of Thermal power plant with technical parameters listed at point I to vii below. Kindly confirm</p> <p>i) Valve Type: Butterfly Valve of size 6" or above</p> <p>ii) Operating medium: Air at inlet and Wet Steam at outlet</p> <p>iii) Valve should be suitable for operation medium temperature: <math>\geq 60^{\circ}\text{C}</math></p> <p>iv) Operation Pressure: <math>\geq 1</math> bar (a) at inlet and <math>\leq 0.3</math> bar (a) at outlet</p> <p>v) Valve shall conform to Gas &amp; Liquid tightness according to DIN 3230 Leakage rate 1 or Leakage class V according to ANSI-FCI or better leakage class.</p> <p>vi) Valve operating time: <math>t \leq 2.4</math> sec</p> <p>vii) Actuator shall be Pneumatically operated with Solenoid Valve at 24 V DC</p> <p>In support of experience, supplier to submit details of their past supply in the experience list format as per Annexure -1 (copy enclosed)</p> |                          |
| 2       | <p>The supplier should have the experience of satisfactory operation of supplied "<b>Vacuum Breaker valve with pneumatic actuator</b>" (referred at point 1 above) for atleast one Steam turbine unit, for minimum one year as on date of issuance of enquiry. Kindly confirm</p> <p>A. In support of above vendor to submit the following;</p> <p>GA drawing, datasheet of supplied <b>Vacuum Breaker valve</b></p> <p><b>B. Either of the following:</b></p> <p>a- Copy of Purchase orders, Test reports of the project and Commissioning protocols at project site. The purchase order (P.O) shall not be prior to 01.01.2014 OR</p> <p>b- Certificates of satisfactory operation from their client / End user. The date of issue of experience certificate from their client/End user shall not be prior to 01.01.2014</p>                                                                                                                                                                                                                                                             |                          |

**Note :**



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

Enquiry No.:  
B/4011/2018/6804/V2 OF  
Vacuum Breaker Valve for  
Bhusawal, Panki, Udangudi  
& Patratu projects

**PRE-QUALIFICATION REQUIREMENT**

1. Against supplier's replies, BHEL reserves the right to ask for more information documents/clarifications.
2. Supplier's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria (mentioned above sl.no.1&2).
3. In case of information/data furnished by the vendor found false/incorrect, BHEL reserves the right to reject their offer for the above item.

**Annexure-1**

**Experience list format**

| SI. No. |                                                                                                                | BHEL requirements                                                                                                                               | Supplier response |
|---------|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1.      | Name of the project and its Location                                                                           |                                                                                                                                                 |                   |
| 2.      | Client name and its address, Fax no. & Tel. No.                                                                |                                                                                                                                                 |                   |
| 3.      | Name and designation of the responsible person in client's organization & e-mail address                       |                                                                                                                                                 |                   |
| 4.      | Contract No. & Date                                                                                            | The PO shall not be prior to 01.01.2014                                                                                                         |                   |
| 5.      | Name plate rating in MW of unit                                                                                | *                                                                                                                                               |                   |
| 6.      | Date of supply                                                                                                 | *                                                                                                                                               |                   |
| 7.      | Brief Scope of work                                                                                            |                                                                                                                                                 |                   |
| 8.      | Manufactured by                                                                                                |                                                                                                                                                 |                   |
| 9.      | Butterfly valve                                                                                                | 6" or above                                                                                                                                     |                   |
| 10.     | Valve should be suitable for operation medium temperature                                                      | ≥60°C                                                                                                                                           |                   |
| 11.     | Operation Pressure                                                                                             | ≥1 bar (a) at inlet and ≤ 0.3 bar (a) at outlet                                                                                                 |                   |
| 12.     | Leakage Class                                                                                                  | Valve shall confirm to Gas & Liquid tight according to DIN 3230 Leakage rate 1 or Leakage class V according to ANSI-FCI or better leakage class |                   |
| 13.     | Operating medium                                                                                               | Air at inlet and Wet steam at outlet                                                                                                            |                   |
| 14.     | Valve operating time                                                                                           | t. ≤2.4 sec                                                                                                                                     |                   |
| 15.     | Type of Actuation                                                                                              | Actuator shall be Pneumatically operated with Solenoid Valve at 24 V DC                                                                         |                   |
| 16.     | Application                                                                                                    | Steam turbine unit of Thermal power plant                                                                                                       |                   |
| 17.     | Year of successful operation of Vacuum Breaker valve with Pneumatic actuator as on date of issuance of enquiry | 01 year (Min.)                                                                                                                                  |                   |



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

**Enquiry No.:**  
**B/4011/2018/6804/V2 OF**  
**Vacuum Breaker Valve for**  
**Bhusawal, Panki, Udangudi**  
**& Patratu projects**

**PRE-QUALIFICATION REQUIREMENT**

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
| 18. | <p>Copy of purchase order, test certificates &amp; commissioning protocols (if available) .The PO shall not be prior to 01.01.2014</p> <p>OR</p> <p>Certificates of satisfactory operation from their client / End user. The date of issue of experience certificate from their client/End user shall not be prior to 01.01.2014. Further, experience certificate shall contain at least the following information;</p> <p>I. Name of supplier</p> <p>II. Name of power plant &amp; unit rating (in MW) in which Vacuum Breaker valve(VBV) is installed.</p> <p>III. Performance status of VBV</p> <p>IV. Date of commissioning of VBV/power plant start date/plant synchronization date</p> <p>V. Date of issuance of certificate</p> | To be furnished by the vendor |  |
| 19. | Copy of GA drawing & datasheet of Vacuum Breaker valve with pneumatic actuator duly mentioned with all applicable dimensions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | To be furnished by the vendor |  |

**Note :**

1. Vendor to mandatorily fill the applicable date in format given above.
2. Further the data against sl.no. 5&6 (marked as \*) is required for reference.

**SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY**  
**Enquiry No. B/4066/18/6804V2 for Vacuum Breaker Valve of Bhusawal, Panki, Patratu & Udadugi Projects ((Annexure-II))**

| Sl. No  | Terms                                                  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Your confirmation |                                                                      |                  |      |                    |    |                  |                                                                              |            |                                                    |    |                  |                                         |           |            |    |                  |                                       |          |            |         |               |                  |      |                    |    |              |                                                                              |            |                                                                      |    |              |                                         |           |            |    |              |                                       |          |            |  |
|---------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------------------------------------------|------------------|------|--------------------|----|------------------|------------------------------------------------------------------------------|------------|----------------------------------------------------|----|------------------|-----------------------------------------|-----------|------------|----|------------------|---------------------------------------|----------|------------|---------|---------------|------------------|------|--------------------|----|--------------|------------------------------------------------------------------------------|------------|----------------------------------------------------------------------|----|--------------|-----------------------------------------|-----------|------------|----|--------------|---------------------------------------|----------|------------|--|
| 1.      | Submission of Offer                                    | The offer/bid shall be signed and stamped on each page by authorized representative of the bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                   |                                                                      |                  |      |                    |    |                  |                                                                              |            |                                                    |    |                  |                                         |           |            |    |                  |                                       |          |            |         |               |                  |      |                    |    |              |                                                                              |            |                                                                      |    |              |                                         |           |            |    |              |                                       |          |            |  |
| 2.      | Documents Checklist:                                   | <p>Kindly confirm that the following documents have been submitted along with your offer:</p> <ol style="list-style-type: none"><li>1. Requisite EMD</li><li>2. Signed &amp; Stamped Copy of Material Details and ITB- <b>Annex-I</b></li><li>3. Pre-Qualification Requirements (as defined in <b>Annexure-B</b>).</li><li>4. Complete Technical offer with relevant drawings/ documents /QP etc. (as per special instructions mentioned in <b>Annexure-II</b>).</li><li>5. Experience Details.</li><li>6. Any other document as specified in “<b>Instructions to Bidders and/or Special conditions of Enquiry</b>”.</li></ol> <p>Please note that all details required in supplier registration form to be filled and submitted on online supplier registration portal on <a href="http://www.bhel.com">www.bhel.com</a> along with complete documents.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |                                                                      |                  |      |                    |    |                  |                                                                              |            |                                                    |    |                  |                                         |           |            |    |                  |                                       |          |            |         |               |                  |      |                    |    |              |                                                                              |            |                                                                      |    |              |                                         |           |            |    |              |                                       |          |            |  |
| 3.      | Special Instructions along with Details of requirement | <p>A. <b>For Bhusawal project</b> : Please note that Procurement of all items covered as following details (sl. Item No. -1 to 3) would be made from the same vendor.</p> <p>The requirement covered in the enquiry is as per details given below:</p> <table><tr><th>Sl. No.</th><th>Material Code</th><th>Item Description</th><th>Qty.</th><th>Scheduled Delivery</th></tr><tr><td>1.</td><td>W9031324415<br/>4</td><td>VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324458000 REV: 03</td><td>02<br/>Sets</td><td>30/04/2021<br/>(1st Lot)<br/>31/03/2022<br/>(2nd Lot)</td></tr><tr><td>2.</td><td>W9931812804<br/>5</td><td>SOLENOID VALVE FOR VACUUM BREAKER VALVE</td><td>02<br/>Nos</td><td>31/03/2022</td></tr><tr><td>3.</td><td>W9931812805<br/>3</td><td>LIMIT SWITCH FOR VACUUM BREAKER VALVE</td><td>2<br/>Nos</td><td>31/03/2022</td></tr></table> <p>B. <b>For Panki project</b> : Please note that Procurement of all items covered as following details (sl. Item No. -1 to 3) would be made from the same vendor.</p> <p>The requirement covered in the enquiry is as per details given below:</p> <table><tr><th>Sl. No.</th><th>Material Code</th><th>Item Description</th><th>Qty.</th><th>Scheduled Delivery</th></tr><tr><td>1.</td><td>W90313244189</td><td>VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324450000 REV: 01</td><td>03<br/>Sets</td><td>31.05.2021<br/>(1st Lot)<br/>31.03.2022<br/>(2nd &amp; 3<sup>rd</sup> Lot)</td></tr><tr><td>2.</td><td>W99318128045</td><td>SOLENOID VALVE FOR VACUUM BREAKER VALVE</td><td>02<br/>Nos</td><td>31/03/2022</td></tr><tr><td>3.</td><td>W99318128053</td><td>LIMIT SWITCH FOR VACUUM BREAKER VALVE</td><td>2<br/>Nos</td><td>31/03/2022</td></tr></table> <p>C. <b>For Udangudi project</b> : Please note that Procurement of all items covered as</p> | Sl. No.           | Material Code                                                        | Item Description | Qty. | Scheduled Delivery | 1. | W9031324415<br>4 | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324458000 REV: 03 | 02<br>Sets | 30/04/2021<br>(1st Lot)<br>31/03/2022<br>(2nd Lot) | 2. | W9931812804<br>5 | SOLENOID VALVE FOR VACUUM BREAKER VALVE | 02<br>Nos | 31/03/2022 | 3. | W9931812805<br>3 | LIMIT SWITCH FOR VACUUM BREAKER VALVE | 2<br>Nos | 31/03/2022 | Sl. No. | Material Code | Item Description | Qty. | Scheduled Delivery | 1. | W90313244189 | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324450000 REV: 01 | 03<br>Sets | 31.05.2021<br>(1st Lot)<br>31.03.2022<br>(2nd & 3 <sup>rd</sup> Lot) | 2. | W99318128045 | SOLENOID VALVE FOR VACUUM BREAKER VALVE | 02<br>Nos | 31/03/2022 | 3. | W99318128053 | LIMIT SWITCH FOR VACUUM BREAKER VALVE | 2<br>Nos | 31/03/2022 |  |
| Sl. No. | Material Code                                          | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Qty.              | Scheduled Delivery                                                   |                  |      |                    |    |                  |                                                                              |            |                                                    |    |                  |                                         |           |            |    |                  |                                       |          |            |         |               |                  |      |                    |    |              |                                                                              |            |                                                                      |    |              |                                         |           |            |    |              |                                       |          |            |  |
| 1.      | W9031324415<br>4                                       | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324458000 REV: 03                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 02<br>Sets        | 30/04/2021<br>(1st Lot)<br>31/03/2022<br>(2nd Lot)                   |                  |      |                    |    |                  |                                                                              |            |                                                    |    |                  |                                         |           |            |    |                  |                                       |          |            |         |               |                  |      |                    |    |              |                                                                              |            |                                                                      |    |              |                                         |           |            |    |              |                                       |          |            |  |
| 2.      | W9931812804<br>5                                       | SOLENOID VALVE FOR VACUUM BREAKER VALVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 02<br>Nos         | 31/03/2022                                                           |                  |      |                    |    |                  |                                                                              |            |                                                    |    |                  |                                         |           |            |    |                  |                                       |          |            |         |               |                  |      |                    |    |              |                                                                              |            |                                                                      |    |              |                                         |           |            |    |              |                                       |          |            |  |
| 3.      | W9931812805<br>3                                       | LIMIT SWITCH FOR VACUUM BREAKER VALVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2<br>Nos          | 31/03/2022                                                           |                  |      |                    |    |                  |                                                                              |            |                                                    |    |                  |                                         |           |            |    |                  |                                       |          |            |         |               |                  |      |                    |    |              |                                                                              |            |                                                                      |    |              |                                         |           |            |    |              |                                       |          |            |  |
| Sl. No. | Material Code                                          | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Qty.              | Scheduled Delivery                                                   |                  |      |                    |    |                  |                                                                              |            |                                                    |    |                  |                                         |           |            |    |                  |                                       |          |            |         |               |                  |      |                    |    |              |                                                                              |            |                                                                      |    |              |                                         |           |            |    |              |                                       |          |            |  |
| 1.      | W90313244189                                           | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324450000 REV: 01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 03<br>Sets        | 31.05.2021<br>(1st Lot)<br>31.03.2022<br>(2nd & 3 <sup>rd</sup> Lot) |                  |      |                    |    |                  |                                                                              |            |                                                    |    |                  |                                         |           |            |    |                  |                                       |          |            |         |               |                  |      |                    |    |              |                                                                              |            |                                                                      |    |              |                                         |           |            |    |              |                                       |          |            |  |
| 2.      | W99318128045                                           | SOLENOID VALVE FOR VACUUM BREAKER VALVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 02<br>Nos         | 31/03/2022                                                           |                  |      |                    |    |                  |                                                                              |            |                                                    |    |                  |                                         |           |            |    |                  |                                       |          |            |         |               |                  |      |                    |    |              |                                                                              |            |                                                                      |    |              |                                         |           |            |    |              |                                       |          |            |  |
| 3.      | W99318128053                                           | LIMIT SWITCH FOR VACUUM BREAKER VALVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2<br>Nos          | 31/03/2022                                                           |                  |      |                    |    |                  |                                                                              |            |                                                    |    |                  |                                         |           |            |    |                  |                                       |          |            |         |               |                  |      |                    |    |              |                                                                              |            |                                                                      |    |              |                                         |           |            |    |              |                                       |          |            |  |

**SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY**  
**Enquiry No. B/4066/18/6804V2 for Vacuum Breaker Valve of Bhusawal, Panki, Patrattu & Udandugi Projects ((Annexure-II))**

|                                                                            |                                                                                                      | <table><tr><th colspan="5">following details (sl. Item No. -1 &amp;2) would be made from the same vendor.</th></tr><tr><th>Sl. No.</th><th>Material Code</th><th>Item Description</th><th>Qty.</th><th>Scheduled Delivery</th></tr><tr><td>1.</td><td>W90313244189</td><td>VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324450000 REV: 01</td><td>04 Sets</td><td>31/07/2021 (1<sup>st</sup> Lot)<br/>31/07/2021 (2<sup>nd</sup> Lot)</td></tr><tr><td>3.</td><td>W99318128053</td><td>LIMIT SWITCH FOR VACUUM BREAKER VALVE</td><td>2 Nos</td><td>30/04/2022</td></tr></table>                                                                                                                                          | following details (sl. Item No. -1 &2) would be made from the same vendor. |                                                                                                                                              |                  |      |                    | Sl. No. | Material Code | Item Description                                                             | Qty.   | Scheduled Delivery                                                                                                                           | 1. | W90313244189 | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324450000 REV: 01 | 04 Sets | 31/07/2021 (1 <sup>st</sup> Lot)<br>31/07/2021 (2 <sup>nd</sup> Lot) | 3. | W99318128053 | LIMIT SWITCH FOR VACUUM BREAKER VALVE | 2 Nos | 30/04/2022 |  |
|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------------|------|--------------------|---------|---------------|------------------------------------------------------------------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------|----|--------------|------------------------------------------------------------------------------|---------|----------------------------------------------------------------------|----|--------------|---------------------------------------|-------|------------|--|
| following details (sl. Item No. -1 &2) would be made from the same vendor. |                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                            |                                                                                                                                              |                  |      |                    |         |               |                                                                              |        |                                                                                                                                              |    |              |                                                                              |         |                                                                      |    |              |                                       |       |            |  |
| Sl. No.                                                                    | Material Code                                                                                        | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Qty.                                                                       | Scheduled Delivery                                                                                                                           |                  |      |                    |         |               |                                                                              |        |                                                                                                                                              |    |              |                                                                              |         |                                                                      |    |              |                                       |       |            |  |
| 1.                                                                         | W90313244189                                                                                         | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324450000 REV: 01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 04 Sets                                                                    | 31/07/2021 (1 <sup>st</sup> Lot)<br>31/07/2021 (2 <sup>nd</sup> Lot)                                                                         |                  |      |                    |         |               |                                                                              |        |                                                                                                                                              |    |              |                                                                              |         |                                                                      |    |              |                                       |       |            |  |
| 3.                                                                         | W99318128053                                                                                         | LIMIT SWITCH FOR VACUUM BREAKER VALVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 Nos                                                                      | 30/04/2022                                                                                                                                   |                  |      |                    |         |               |                                                                              |        |                                                                                                                                              |    |              |                                                                              |         |                                                                      |    |              |                                       |       |            |  |
|                                                                            |                                                                                                      | <p><b>D. For Patratu project : Please note that Procurement of all items covered as following details (sl. Item No. -1 &amp;2 ) would be made from the same vendor.</b></p> <table><tr><th>Sl. No.</th><th>Material Code</th><th>Item Description</th><th>Qty.</th><th>Scheduled Delivery</th></tr><tr><td>1.</td><td>W90313244170</td><td>VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324459000 REV: 02</td><td>04 Nos</td><td>31/05/2021 (1<sup>st</sup> Lot)<br/>31/05/2022 (2<sup>nd</sup> Lot)<br/>30/11/2022 (3<sup>nd</sup> Lot)<br/>31/03/2023 (4<sup>rd</sup> lot)</td></tr><tr><td>3.</td><td>W99318128045</td><td>SOLENOID VALVE FOR VACUUM BREAKER VALVE</td><td>2 Nos</td><td>31.03.2023</td></tr></table> | Sl. No.                                                                    | Material Code                                                                                                                                | Item Description | Qty. | Scheduled Delivery | 1.      | W90313244170  | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324459000 REV: 02 | 04 Nos | 31/05/2021 (1 <sup>st</sup> Lot)<br>31/05/2022 (2 <sup>nd</sup> Lot)<br>30/11/2022 (3 <sup>nd</sup> Lot)<br>31/03/2023 (4 <sup>rd</sup> lot) | 3. | W99318128045 | SOLENOID VALVE FOR VACUUM BREAKER VALVE                                      | 2 Nos   | 31.03.2023                                                           |    |              |                                       |       |            |  |
| Sl. No.                                                                    | Material Code                                                                                        | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Qty.                                                                       | Scheduled Delivery                                                                                                                           |                  |      |                    |         |               |                                                                              |        |                                                                                                                                              |    |              |                                                                              |         |                                                                      |    |              |                                       |       |            |  |
| 1.                                                                         | W90313244170                                                                                         | VACCUM BREAKER VALVE WITH PNEUMATIC ACTUATOR AS PER DRG: 11324459000 REV: 02                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 04 Nos                                                                     | 31/05/2021 (1 <sup>st</sup> Lot)<br>31/05/2022 (2 <sup>nd</sup> Lot)<br>30/11/2022 (3 <sup>nd</sup> Lot)<br>31/03/2023 (4 <sup>rd</sup> lot) |                  |      |                    |         |               |                                                                              |        |                                                                                                                                              |    |              |                                                                              |         |                                                                      |    |              |                                       |       |            |  |
| 3.                                                                         | W99318128045                                                                                         | SOLENOID VALVE FOR VACUUM BREAKER VALVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2 Nos                                                                      | 31.03.2023                                                                                                                                   |                  |      |                    |         |               |                                                                              |        |                                                                                                                                              |    |              |                                                                              |         |                                                                      |    |              |                                       |       |            |  |
| 4.                                                                         | <b>Confirmation to General Instructions and Standard Terms &amp; Conditions (GISTC), Revision -4</b> | <p>Please submit signed and stamped copy of General Instructions and Standard Terms &amp; Conditions (enclosed) as your acceptance to these terms and conditions.</p> <p>Deviation to “General Instructions and Standard Terms &amp; Conditions, Revision 4”, if any, shall be submitted along with offer in separate documents.</p> <p>Please note that in case no- deviation sheet of “General Instructions and Standard Terms &amp; Conditions, Revision 4”, is received along with offer, it will be presumed that all terms and conditions mentioned in “General Instructions and Standard Terms &amp; Conditions, Revision 4”, shall be acceptable to you and your offer will be processed accordingly.</p>                      |                                                                            |                                                                                                                                              |                  |      |                    |         |               |                                                                              |        |                                                                                                                                              |    |              |                                                                              |         |                                                                      |    |              |                                       |       |            |  |
| 5.                                                                         | <b>Evaluation criteria</b>                                                                           | <p>Evaluation will be done on project basis i.e. considering total landed cost of complete requirement of a project upto site. Details are as follows;</p> <p>a) <b>For Udangudi project</b> : Please note that material code W90313244189 -04 sets + W99318128053-02 Nos would be procured together &amp; evaluation will be done accordingly.</p> <p>b) <b>For Panki project</b> : Please note that material code W90313244189 -03 sets + W99318128045 -02 Nos + W99318128053 – 02 Nos would be</p>                                                                                                                                                                                                                                  |                                                                            |                                                                                                                                              |                  |      |                    |         |               |                                                                              |        |                                                                                                                                              |    |              |                                                                              |         |                                                                      |    |              |                                       |       |            |  |

**SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY**  
**Enquiry No. B/4066/18/6804V2 for Vacuum Breaker Valve of Bhusawal, Panki, Patrattu & Udangudi Projects ((Annexure-II))**

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|----|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|    |                                                                        | <p>procured together &amp; evaluation will be done accordingly.</p> <p>c) <b>For Bhusawal project</b> : Please note that material code W90313244154-02 Sets + W99318128053-02 Nos + W99318128045 – 02 Nos would be procured together &amp; evaluation will be done accordingly.</p> <p>d) <b>For Patrattu project</b> : Please note that material code W90313244170-04 Nos + W99318128045 – 02 Nos would be procured together &amp; evaluation will be done accordingly.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 6. | <b>Validity</b>                                                        | <p>Confirm that validity of the offer shall be 180 days from the due date of opening of Techno-Comm. Offers.</p> <p>BHEL reserves the right to reject any or all quotations, quoting validity less than 180 days.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| 7. | <b>Special Instruction</b>                                             | <p>Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.</p> <p>In case of any confusion / un-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer.</p> <p>No deviation &amp; request regarding un-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers.</p> <p>Please note and confirm.</p>                                                                                                                                                      |  |
| 8. | <b>Statutory Variation and Taxes &amp; Duties (for Indian bidders)</b> | <p>Details of applicable Taxes &amp; Duties are to be mentioned as per clause 11 of General Instructions and Standard Terms &amp; Conditions for bidding against Tender Enquiry (GISTC), Revision 4.</p> <p>In this regard, following information is to be specifically mentioned in the offer:</p> <ol style="list-style-type: none"> <li>Name of the vendor</li> <li>GST Registration Number.</li> <li>Address of Principal place of Business</li> <li>Type of Business</li> <li>HSN Code, its description and rate of applicable GST for the offered material.</li> <li>Whether registered under Composite scheme of GST (Y/N)</li> <li>During despatch of item Vendor will quote vendor's &amp; BHEL's GST no. on GST portal.</li> <li>Confirmation regarding online entry of vendor's sale at the time of despatch quoting BHEL's GST no. on GST portal.</li> </ol> <p>In case on line entry does not appear to BHEL at the time of vendor's payment, GST will not be paid and shall be deducted from bill.</p> |  |
| 9. | <b>Basis of quotation</b>                                              | <p><b>Kindly confirm that Prices have been quoted on <u>Ex-Works Freight pre-paid</u> basis up to respective project site (i.e. Bhusawal , Patrattu , Panki &amp; Udangudi projects).</b></p> <p><b>Please Mention;</b></p> <p style="text-align: center;"><b>-Ex-works price and freight price (for Bhusawal, Patrattu Panki &amp; Udangudi sites) Separately.</b></p> <p>The goods must be dispatched through any BHEL approved transporters which are posted at our website <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> . Please note that if you dispatch the material by any BHEL un-approved transporter then you will be required to</p>                                                                                                                                                                                                                                                                                                                                                         |  |

**SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY**  
**Enquiry No. B/4066/18/6804V2 for Vacuum Breaker Valve of Bhusawal, Panki, Patratu & Udandugi Projects ((Annexure-II))**

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|---------------------|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------------------------------|--|--|--|
|                     |                                                                                                              | <p>furnish the MRC (Material Receipt Certificate) / Receipted GR from “BHEL Site”/ “BHEL Authorized Agency” (confirming receipt of item at delivery address as mentioned above). No demurrage charges would be borne by BHEL.</p> <p>Please mention separately Packing and Forwarding charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not inclusive in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.</p> <p>Please mention separately Freight charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.</p> <p>Kindly confirm that the prices have been quoted on firm basis. The offer of the vendors not quoting firm prices is likely to be rejected by BHEL.</p> <p>Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.</p> <p>Applicable GST should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of these Taxes &amp; Duties.</p> <p>The price comparison will be on the basis of total cost involved for delivery up to Site. Offers shall be loaded (if required) for applicable duties/taxes and other charges involved for delivery up to Site as per BHEL practice/ statutory rates.</p> |                     |                                                                                                              |  |  |  |
|                     | <b>Delivery :</b>                                                                                            | <p>You are requested to offer your best possible delivery in number of weeks/ months from the date of Purchase Order/documents approval approval.</p> <table><tr><td><b>Project name</b></td><td>Possible delivery in number of weeks/months from the date of Purchase Order/documents approval/BOM approval.</td></tr><tr><td></td><td></td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Project name</b> | Possible delivery in number of weeks/months from the date of Purchase Order/documents approval/BOM approval. |  |  |  |
| <b>Project name</b> | Possible delivery in number of weeks/months from the date of Purchase Order/documents approval/BOM approval. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |                                                                                                              |  |  |  |
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|                     |                                                                                                              | <p>Material is required as per delivery schedule mentioned in the enquiry. However, you are requested to offer your best possible delivery in number of weeks/months from the date of Purchase Order/documents approval.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |                                                                                                              |  |  |  |
| 10.                 | <b>Engineering Document/ Document approval</b>                                                               | <p><b>Technical documents/ drawings required with the offer</b></p> <p><b>For Panki &amp; Udangudi projects :</b> Please ensure completeness of your offer as per clause no E of BHEL drawing no 1-13244-50000.</p> <p><b>For Bhusawal project:</b> Please ensure completeness of your offer as per clause no E of BHEL drawing no 1-13244-58000.</p> <p><b>For Patratu project:</b> Please ensure completeness of your offer as per clause no E of BHEL drawing no 1-13244-59000.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |                                                                                                              |  |  |  |
|                     |                                                                                                              | <p>Drawings/Data sheets/Documents/Electrical Write-UP/ Control Panel Drawing/ Quality Plan etc, as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |                                                                                                              |  |  |  |
| 11.                 | <b>Recommended spares</b>                                                                                    | <p><b>Recommended Spares:</b></p> <p>Please ensure to include recommended spares in your offer as per drawing no. 4-13244-58005 rev.00.(Copy Enclosed). The price of recommended spares should be valid for whole Guaranty period.</p> <p><b>Cost of recommended spares will not be used in evaluation</b></p> <p>Please furnish the item-wise price of each item referred in BHEL purchase specification.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |                                                                                                              |  |  |  |
| 12.                 | <b>Penalty for Late Delivery</b>                                                                             | <p>Penalty for Late Delivery would be applicable @0.5% of the “lot wise order value” per week of delay or part thereof subject to a maximum of 10% of the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |                                                                                                              |  |  |  |

**SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY**  
**Enquiry No. B/4066/18/6804V2 for Vacuum Breaker Valve of Bhusawal, Panki, Patratu & Udaugudi Projects ((Annexure-II))**

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|     |                             | <p>"lot wise order value". The date of GR would be treated as the date of delivery for penalty purposes.</p> <p><b>Date of GR shall be treated as delivery date for all purposes.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|     |                             | <p><b>Loading for deviation in penalty for LD clause: -</b></p> <p>Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty as per BHEL rules/policy. Loading will be done to the extent by which penalty clause is not agreed.</p>                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 13. | <b>Payment Terms</b>        | <p>100% payment shall be made after receipt of material at Project Site along with 10% PBG of the total order value. Receipted GR from BHEL site will be part of negotiation document for claiming payment. Please confirm your acceptance.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|     |                             | <p><b>Mode of Payment:</b> The payment to be claimed by submitting documents directly to BHEL.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|     |                             | <p><b>Loading for Deviation in Payment terms:</b></p> <p>In case of deviation in above mentioned payment term, your offer would be evaluated with loading as per BHEL rules/policy.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 14. | <b>Bank Guarantee</b>       | <p>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 &amp; format are attached).</p> <p>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)</p>                                                                                                                                                                              |  |
|     |                             | <p>Please note that, no deviation in submission of Bank Guarantee is 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| 15. | <b>Quality Requirements</b> | <p><b>For Udaugudi, Panki, Patratu &amp; Bhusawal projects :</b></p> <p>Pre-dispatch inspection shall be done by BHEL nominated inspection agency M/s BVIL as per BHEL standard quality plan no QA/BI/QP/113 rev.01 (copy enclosed)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|     |                             | <p>The charges for carrying out inspection for indigenous scope of supply would be borne by BHEL, however the co-ordination with the Third Party Inspection Agencies would be the sole responsibility of the bidder. The list of approved Third party Inspection agencies would be provided at the time of contract finalization. At least 15 days' notice period should be provided for arranging Pre-Inspection.</p>                                                                                                                                                                                                                                                                                                      |  |
| 16. | <b>MDCC clause</b>          | <p>Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis.</p> <p>Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment (If any).</p> |  |
| 17. | <b>Guarantee</b>            | <p>Kindly confirm that Guarantee shall be provided for a period of 24 months from the date of shipment or 18 months from commissioning, <b>whichever is later</b>. 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.</p>                                                                                                                                                                                                                                                                                                                   |  |
|     |                             | <p>Supplier shall be responsible for free replacement of defective equipment / material at our site</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |

**SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY**  
**Enquiry No. B/4066/18/6804V2 for Vacuum Breaker Valve of Bhusawal, Panki, Patrattu & Udangudi Projects ((Annexure-II))**

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| 18. | <b>Arbitration, Risk Purchase &amp; FORCE AJEURE</b> | Kindly confirm Arbitration, Risk Purchase & Force Majeure shall be applicable as per GISTC (copy enclosed).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| 19. | <b>Special requirements</b>                          | <p>Kindly confirm the following requirement at the time of dispatch of material</p> <p><b>1. For Bhusawal project : For Mandatory spares of Vacuum Breaker Valve:</b></p> <ul style="list-style-type: none"> <li>Mandatory Spares-HWR" should be written in bold letter on all four sides.</li> <li>Description of indented items must be matched with your packing list.</li> <li>Each item of box must be tagged with same description &amp; quantity as in your packing list</li> </ul> <p><b>2. For Udangudi project : A. Main Vacuum Breaker Valve :</b> Each individual package of each shipment should be clearly marked for identification as follows;</p> <ul style="list-style-type: none"> <li>Project name:</li> <li>Address of the consignee</li> <li>Package no.</li> <li>Warranty/ Guarantee expiry date should be clearly mentioned on the packages with "RED PAINT</li> <li>Storage and Preservation Manual for site (along with material)</li> <li>Operation and Maintenance Manual for site</li> <li>Pre-commissioning check-list (if commissioning is in vendor's scope),</li> <li>Items nomenclature on vendor packing list to be exactly same as on PO.</li> </ul> <p><b>b. For Mandatory spares of Vacuum Breaker Valve</b></p> <ul style="list-style-type: none"> <li>Mandatory spares item should be dispatched in separate box.</li> <li>MANDATORY SPARE-HWR" should be written in bold letter on all four sides.</li> <li>Description of indented items as per wo must be matched with vendor p/ list.</li> <li>Each item of box must be tagged with same descpn &amp; qty as in vendor p/ list</li> </ul> <p><b>3. For Panki project : For Mandatory spares of Vacuum Breaker Valve:</b></p> <ul style="list-style-type: none"> <li>Mandatory Spares-HWR" should be written in bold letter on all four sides.</li> <li>Description of indented items must be matched with your packing list.</li> <li>Each item of box must be tagged with same description &amp; quantity as in your packing list.</li> </ul> |  |
| 20. | <b>Deviation: (if any)</b>                           | Kindly confirm that there is no deviation with respect to BHEL Specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 21. | <b>Deficiencies and Defective Supplies</b>           | Should, any deficiencies be established / suppliers be proved (found) defective, the same shall have to be made good / replaced by the suppliers under "Free of Charge" invoice, at suppliers cost, risk and responsibility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 22. | <b>General terms</b>                                 | <p>Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.</p> <p>Confirm that there is no deviation with respect to BHEL Specifications. However,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |

**SPECIAL TERMS & CONDITIONS OF THE TENDER ENQUIRY**  
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|     |                            | <p>deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.</p>                                                                                                                                                                                                                                                                                                                                                           |  |
|     |                            | <p>Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|     |                            | <p>Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|     |                            | <p>Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotation is liable to be ignored.</p> <p>Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. <b>Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same.</b></p> <p><b>Also the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.</b></p> |  |
|     |                            | <p>All envelopes to be marked with whether “Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid” (Part – 1). <b>The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|     |                            | <p>BHEL also reserves the right to Increase or decrease the tendered quantities. Vendor should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|     |                            | <p>Kindly confirm that the prices for list of Recommended Spares and commissioning spares along with price breakup of individual spares have been quoted separately in your offer and the prices for these spares would remain valid for entire guarantee period.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 23. | <b>O&amp;M Manuals</b>     | <p>For Kindly confirm that in the event of ordering,</p> <ul style="list-style-type: none"> <li>O&amp;M manuals in <b>English language</b> will be supplied in 22 nos. of Hard and 05 CD ROMs <b>to BHEL Haridwar of each project</b></li> <li>03 nos. Hard Copy (English Language) and 01 no. CD shall be supplied at site along with the equipment of each project</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 24. | <b>Packing Instruction</b> | <p>Kindly confirm the following packing instruction of main package &amp; mandatory spares of each project covered in the enquiry; :</p> <ul style="list-style-type: none"> <li>All the equipments / items shall be supplied in closed steel boxes / closed wooden boxes with steel cover sheet. packing box should be rain proof.</li> <li>Packing of item should be done in such a way that it should not require any internal package inspection for at least one year.</li> <li>Packing boxes of mandatory spare's should be painted with green color for easy identification at project sites.</li> </ul>                                                                                                                                                                                                                      |  |
| 25. | <b>Order Acceptance:</b>   | <p>Ink signed order acceptance shall be furnished within 15 days of receipt of purchase order. In case, order acceptance is not received within 15 days of order placement, PO will be assumed to be deemed accepted by vendor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |

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| 26. | <b>Mandatory Procurement (Make In India)</b> | For this procurement, the local content to categorize a supplier as a class local supplier/class II local supplier/Non local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Reference to Make In India) . Order 2017 dated 04.06.2020 issued by PIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part II bids against this NIT.<br>Make in India deceleration certificate is enclosed. Kindly submit signed & stamp copy of the same along with your offer. |  |
| 27. | <b>Special Term</b>                          | Techno-commercial terms as confirmed above in Annexure-II shall supersede the similar terms & conditions found contradictory written elsewhere in the offer. Kindly confirm the same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 28. | <b>Right of Acceptance:</b>                  | BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.                                                                                                                                                                                                                                                                                                                             |  |
| 29. | <b>BHEL Registration</b>                     | Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for this item; have to apply through Online Registration portal, <a href="https://supplier.bhel.in/">https://supplier.bhel.in/</a> . All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. Application registration No (for applying online form) should be mentioned in the techno commercial offer.                                                                                                                                                                               |  |
| 30. | <b>Beneficiary of PO</b>                     | Kindly confirm on whom the PO will be placed in the vent of ordering.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 31. | <b>Details of Contact Person</b>             | Details of Contact person Name, Designation, Department complete postal, E-mail address & Fax no, phone, Mobile no. to be mentioned.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |

**Note :**

Due to lockdown/COVID-19, if vendor are unable to submit hardcopy of their Offer/Bid , then vendors can submit their offer/Bid through e mail to the following e-mail address [tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in).

For submission of bids through e-mail following procedure must be followed.

Vendors submitting their bids through e mail to have following clear subject line:

1. Tender Enquiry Reference No.....
2. Bid Opening date (Part 1 , Techno Commercial).....

Vendor to submit their bids as attachment (pdf format) with password protection and share the password through mail ([tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in)) after 1:45 PM (IST) on the day of bid opening, however if no password is received upto 4:00 PM (IST) bids will not be opened and will be ignored. Submission of bids through e mail shall be considered as consent to open the bid without physically witnessing the event.

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

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

(Signature of the Vendor with Seal)



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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### 1. GENERAL.

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

### 2. ORIGIN OF QUOTATION.

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

### 3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. \_\_\_\_\_

Dated: \_\_\_\_\_

Due on: \_\_\_\_\_

To,

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

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



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

#### 4. TENDER OPENING.

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

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

#### 5. SPECIFICATION, DRAWINGS & STANDARD.

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



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

### 6. PRICE SCHEDULE.

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

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

**NB: Financial evaluation of L1, 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](http://www.bhel.com)
- b) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

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



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### 8. DELIVERY TERMS.

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

### 9. PENALTY FOR LATE DELIVERY.

#### a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

### 10. PAYMENT TERMS.

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

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

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

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

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

**11. TAXES & DUTIES.**

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

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

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

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



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

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

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

### 12. BANK GUARANTEE.

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

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

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

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

### 14. QUALITY REQUIREMENT.

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

### 15. VALIDITY.

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

### 16. RIGHT OF ACCEPTANCE.

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



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

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

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

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

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

### 17. TRANSIT INSURANCE.

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

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

### 18. RISK PURCHASE.

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

### 19. FORCE MAJEURE CLAUSE.

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

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

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



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

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

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

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

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

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

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

### 20. NON-DISCLOSURE AGREEMENT.

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

### 21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

### 22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

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



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

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

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

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

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



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

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

### 24. INFORMATION TO THE BIDDERS.

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

### 25. MAKE IN INDIA (GOVT-NOTIFICATION).

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

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

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

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

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



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

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

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

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

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

### 26. NOTE.

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



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

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

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

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

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

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

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

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

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

## **NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT**

BETWEEN

\_\_\_\_\_(Name of the Vendor),, having its registered offices in \_\_\_\_\_(Address of Vendor), registered under the no. \_\_\_\_\_ of the Companies' register of \_\_\_\_\_(Name of Place and Country), capital stock of \_\_\_\_\_(Value), with a place of business in \_\_\_\_\_(Name of Place and Country) (hereinafter referred to as "\_\_\_\_\_(Name of Vendor)");

AND

**Bharat Heavy Electricals Ltd** a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 ( Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as “BHEL”) hereinafter also referred to individually as “the Party” or collectively as “the Parties”.

### **BACKGROUND**

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

### **WHEREAS**

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Program defined in Exhibit 1;

B) during the ensuing discussions and negotiations it may occur that either Party discloses to the other technical, financial or business information of a proprietary or confidential nature, which the Parties intend to protect against, making it available, by any means to any third person, and other unauthorized use and/or further disclosure by the recipient, in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE,** the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature, including but not limited to, commercial information, know how and technical information in the form of designs, drawings, concepts, requirements, specifications, software, interfaces, components, processes, or the like, that have been or will be disclosed by either Party to the other pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice .
2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that either Party may elect to use during the life of this Agreement, but if an originating Party originally discloses information orally or visually, the receiving Party will protect such information as Proprietary Information to the extent that the originating Party :
  - identifies the Information as Proprietary at the time of original disclosure,
  - summarizes the Proprietary Information in writing .

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file.

Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. Each Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the laws and regulations of the Disclosing Party's country.
4. The receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that either Party receives from the other shall:
  - a) be protected and kept in strict confidence by the receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
  - b) be only disclosed to and used by those persons within the receiving Party's organization or that of its parent or controlled companies who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
  - c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is

bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;

- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement

- 5. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be immediately returned or destroyed by the receiving Party upon request.
- 6. The receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the receiving Party can prove that:
  - a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
  - b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
  - c) it has been lawfully received from a third Party without breach of this Agreement; or

- d) it has been or is published without violation of this Agreement; or
  - e) it has been independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
  - f) it has not been properly declared, designated or confirmed as Proprietary or Confidential; or
  - g) the protection period has expired according to articles 11 and 12 of this Agreement.
7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
8. Any Proprietary Information which is identified as “Classified Information”, or whose export is subject to an export license, shall be identified as such by the disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the disclosing Party's Government.
9. The disclosure of Proprietary Information under this Agreement by either Party to the other shall not be construed as granting to the receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.

10. Nothing in this Agreement may be construed as an obligation of either Party to disclose any Proprietary Information to the other, or to enter into any subsequent contractual relationship with such other Party.
11. This Agreement covers the exchange of Proprietary Information which may be made by either Party to the other until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the other contractual Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

12. The expiry of the period contemplated in Article 11 of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
13. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement .
14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain

bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the arbitration and reconciliation act of India.
16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.
17. Notices to \_\_\_\_\_ **(Name of Vendor)** shall be made at the following address:

**(Complete Address of Vendor)**

Attention: Mr. \_\_\_\_\_ **(Name of the Authorised Person of Vendor)**

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,  
HEAVY ELECTRICAL EQUIPMENT PLANT,  
Ranipur, Haridwar-249403 (Uttarakhand), India

Attention: \_\_\_\_\_ **(Name of the PPX Incharge)**

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of

Signed for and on behalf of

**(Name of Vendor)**

BHEL

By:

By:

Title:

Title:

Signature:

Signature:

**EXHIBIT 1**

to the

**NON-DISCLOSURE AGREEMENT**

between

\_\_\_\_\_(**Name of Vendor**)

and

**BHARAT HEAVY ELECTRICALS LIMITED**

dated:

\_\_\_\_\_

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Services for which the order is placed

\_\_\_\_\_(**Name of Vendor**) list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

## **EXHIBIT 2**

to the

### **NON-DISCLOSURE AGREEMENT**

between

\_\_\_\_\_ **(Name of Vendor)**

and

Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information under this Agreement:

For **(Name of Vendor)**

**(Name of Person)**

Tel.

Fax

Address.

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

| List of Consortium Bank |                           |    |                                                       |
|-------------------------|---------------------------|----|-------------------------------------------------------|
|                         | Nationalised Bank         |    | Nationalised Bank                                     |
| 1                       | Allahabad bank            | 19 | Vijaya Bank                                           |
| 2                       | Andhra bank               |    | <b>Public Sector Banks</b>                            |
| 3                       | Bank of Baroda            | 20 | IDBI                                                  |
| 4                       | Canara Bank               |    | <b>Foreign bank</b>                                   |
| 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       |    | <b>Private bank</b>                                   |
| 12                      | State Bank of India       | 27 | Axis Bank                                             |
| 13                      | State Bank of Hyderabad   | 28 | The Federal Bank Limited                              |
| 14                      | Syndicate Bank            | 29 | HDFC                                                  |
| 15                      | State Bank of Travancore  | 30 | Kotak Mahindra Bank                                   |
| 16                      | UCO Bank                  | 31 | ICICI                                                 |
| 17                      | Union Bank of India       | 32 | Indusind Bank                                         |
| 18                      | United Bank of India      | 33 | Yes Bank                                              |

## Certificate by Chartered Accountant on letter head

This is to Certify that M/s .....,

(hereinafter referred to as 'company') having its registered office at.....is

registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)

.....dtd:.....,

Category :.....(Micro/Small). (Copy enclosed).

Further verified form the Books of Accounts that the investment of the company as

on date .....as per MSMED Act 2006 is as follows:

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

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

Rs.....Lacs

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

Rs.....Lacs

**(Strike off whichever is not applicable)**

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

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is .....

(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

## Format for Self Certification under preference to Make in India order

### Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020, we hereby certify that we M/s \_\_\_\_\_  
(supplier name) are local supplier. The percentage of local content in the items \_\_\_\_\_ offered by us against Enquiry No. \_\_\_\_\_ is \_\_\_\_\_% (percentage).

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

\_\_\_\_\_  
\_\_\_\_\_

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

Seal and Signature of Supplier