

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 1248/1707	ENQUIRY NO. B/4066/9/0976V2 PACKAGE: Dirt Catcher PROJECT: 3X800MW Patratu and 1X660 MW Panki, DATE OF ISSUE OF ENQUIRY: 10.06.2020
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All commercial / tender documents uploaded along with this Open Tender are as mentioned below. In case of non-receipt or non-clarity of any of these documents, you may contact undersigned. No Financial Implication on account of non-availability of documents would be entertained after opening of Techno-Commercial Offers & PQR (i.e. **Part -I**).

LIST OF ENCLOSURES

<u>Commercial Documents</u>		
	<u>Document No.</u>	<u>Number of pages</u>
1.	ENQUIRY NUMBER B/4066/9/0976V2	0
2.	INSTRUCTION TO BIDDERS	07
3.	MSE SUPPLIER CERTIFICATE/ Annexure-I	01
4.	TERMS AND CONDITIONS OF TENDER ENQUIRY Indian supplier -Annexure B)	05
5.	TERMS AND CONDITIONS OF TENDER ENQUIRY (Foreign Supplier- Annexure C)	05
6.	GISTC Rev. 04 (Foreign Bidders)	12
7.	GISTC Rev. 04 (Indian Bidders)	12
8.	PBG format and List of BHEL consortium Bank	N/A
<u>Technical Documents</u>		
1.	PRE-QUALIFICATION REQUIREMENTS/ Annexure -A	03
2.	SPECIFICATION No. SPEC ST-46003 Rev-10	10

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BHARAT HEAVY ELECTRICALS LIMITED
HEEP, HARIDWAR-249403 (Uttarakhand)
Fax: 01334-226084/226462, Phone: 01334-281248, 281707
E-mail: sspanwar@bhel.in; ksehgal@bhel.in

Ref: BOI/OT/20-21/Ref./01

Date: 10.06.2020.

OPEN TENDER

1. SCOPE OF ENQUIRY

Sealed bids are invited from bidders for the supply of Dirt Catcher for Patratu (3 X 800 MW) and Panki (1 X 660 MW) projects as per requirement mentioned below:

Sl. No.	Tender No.	Item Description	Qty.	Opening date
1.	B/4066/19/0976V2	MATERIAL CODE: W90313166064 DIRT CATCHER AS PER SPEC. ST46003. SIZE: NB80; PR. RATING: 64ATA; MEDIUM: CONDENSATE; FLOW: 20KG/S; END CONNECTION: DIN2636; APERTURE DIA: 0.6MM; WIRE DIA:0.4MM; SPEC: ST46003 REV: 10 SIZE: NB80	4 Nos.	08.07.2020

1.1 Tenders will be received up to 13:45 Hrs. (IST) on opening date and opened on the same day at 14:00 Hrs. (IST) in the Tender Room.

1.2 BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

1.3 The offer of the vendors who are banned/ De-Listed/ Under Hold by BHEL, shall not be considered till the period of their Ban/ De-list/ Hold.

1.4 Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.

1.5 MAKE IN INDIA (GOVT. NOTIFICATION)- As per clause 25 of GISTC Rev.04 for Make in India enclosed with this NIT.

1.6 Conditions for availing Micro & Small Enterprises (MSE's) benefits- As per clause 23 of GISTC Rev.04 enclosed with this NIT. Based on this clause, the credentials of all MSE Suppliers will be reviewed for giving the intended benefits for MSE suppliers at the time of tender evaluation.

1.7 BHEL reserves the right to verify the MSME status of vendors as per Govt. of India Circular No. **F.No. 5/1(1)/2019- P&G/ Policy dtd. 10.01.2020**

2 EARNEST MONEY DEPOSIT (EMD) – Not applicable

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

S.S. Panwar
DGM (PPX-BOI)



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E-mail: sspanwar@bhel.in; ksehgal@bhel.in

Due Date/ opening date: 08.07.2020

M/s.....

Sub: Tender Enquiry No. **B/4066/9/0976/V2**

Dear Sir,

BHEL is pleased to invite your offer in **TWO PARTS** strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned material.

Sl. No.	Material Code & Item Description	QTY.	Delivery Required	EMD (Earnest Money)
1.	MATERIAL CODE: W90313166064 DIRT CATCHER AS PER SPEC. ST46003. SIZE: NB80; PR. RATING: 64ATA; MEDIUM: CONDENSATE; FLOW: 20KG/S; END CONNECTION: DIN2636; APERTURE DIA: 0.6MM; WIRE DIA:0.4MM; SPEC: ST46003 REV: 10 SIZE: NB80	4 Nos.	Panki : 30/03/2021 Patratu-1 : 30/03/2021 Patratu-2 : 30/09/2021 Patratu-3 : 30/03/2022	NIL

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

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

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

Part-I i.e. PQR and technical offer shall be opened of those at 14:00 Hrs. (IST) on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring enquiry specific authority letter from their principals for attending the bid opening.

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

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

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

1. Tender specific additional terms & Conditions and GISTC Rev. 04 is attached herewith. Please confirm each clause and submit duly ink signed and stamped additional terms & conditions and GISTC Rev. 04 along with your valuable offer.
2. You may download all original documents from website by **07.07.2020 (5:00 PM; IST)**.



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E-mail: sspanwar@bhel.in; ksehgal@bhel.in

3. Please submit your complete offer by **08.07.2020 (01:45 PM; IST)** to BHEL Haridwar tender cell. Please note that late offer will not be considered.
4. Offers against our enquiry will be opened on **08.07.2020. (02:00 PM; IST).**

Address for Submission of Offer:

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

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

For & ON BEHALF OF BHEL, HARDWAR

S.S. Panwar
DGM (PPX-BOI)



INSTRUCTION TO BIDDERS

Clause 1.0:

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

- **The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored.**
- **Any corrections / amendments shall be properly & fully authenticated with signature.**

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

The bidders (originals manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. Bids without ink signed will be out rightly rejected.

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

Clause 1.1:

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

- a) Pre-Qualification Requirements (**as defined in Annexure-A**)
- b) Complete Technical offer with relevant drawings/ datasheets/other documents /QAP etc. Catalogue of the Equipment (If applicable)
- c) Duly Filled in “Special Terms & Conditions of the Two Parts Tender” (**as per Annexure-B**).
- d) GISTC Rev.04
- e) Deviation if any with reference to specification to be laid down on separate sheet. Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses then same will be considered for final evaluation.
- f) Replica of Price Bid/ Price sheet (without Prices).
- g) **Supplier Registration Form:** The Supplier Registration Form (SRF) duly filled will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. This form is to be filled online at www.bhelhwr.co.in or www.bhel.com through following the link in Online Registration portal, <https://supplier.bhel.in/>. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. Application registration No (for applying online form) should be mentioned in the techno-commercial offer.

Note:

1. **Suppliers who are already registered at HEEP, BHEL, Haridwar in the PMD (Product Material Directory) for this item are exempted for submission of online Supplier registration form.**



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2. Please note that all details required in supplier registration form to be filled and submitted through online supplier registration portal on www.bhel.com along with complete documents.
3. Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.

Clause 1.2: PART-II (PRICE BID)

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

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

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

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

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

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

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

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

To,

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

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

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



h). BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Online sealed bid" in the Reverse Auction. Non-submission of "Online Sealed Bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Detailed terms and conditions for RA are enclosed (refer **Annexure-D**)

i). **PART-I (Techno-Commercial bid with PQR)** will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of tenderers who may like to attend. Incomplete offers are liable to be rejected.

Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry. The Pre-Qualification requirements have been compiled in enclosed **ANNEXURE-A**.

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

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

Mr. Kamal Sehgal Designation: Dy. Manager (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: ksehgal@bhel.in Tel: +91 1334 28 1248	Mr. S.S. Panwar Designation: DGM (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: sspanwar@bhel.in Tel: +91 1334 28 1248
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Clause 1.3:

The following shall be super-scribed on the envelopes:

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

Superscription on envelope:

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

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

The following shall be submitted in this part:

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



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Superscription on envelope:

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

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

Superscription on envelope:

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

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

Superscription on envelope:

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

Clause 1.4:

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

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

Clause 1.5:

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

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

Thanking You,
Yours faithfully,

For & on behalf of BHEL, Hardwar.

S.S. Panwar
DGM (PPX-BOI)

Certificate by Chartered Accountant on letter head

This is to Certify that M/s,

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

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

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

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

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

on dateas per MSMED Act 2006 is as follows:

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

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

Rs.....Lacs

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

Rs.....Lacs

(Strike off whichever is not applicable)

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



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BHARAT HEAVY ELECTRICALS LIMITED
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SPECIAL CONDITIONS OF ENQUIRY (Annexure -B)
(Indigenous suppliers)
Enquiry No. B/4066/9/0976/V2
Item Description: Dirt Catcher
Project Name: Patratu & Panki Projects.

Sl. No	Terms	Description	Your confirmation
1.	Confirmation To General Instructions and Standard Terms & Conditions	Please submit signed and stamped copy of your offer on each page along with following documents; - General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC) (for Indian bidder) - Special conditions for tender enquiry (Annexure B) - Kindly submit documents as per clause 5.0 of Tec. Spec. ST46003 Rev. 10. - If vendors unable to submit hard copy of their offer due to lockdown/COVID-19. They can submit their offer through e-mail, following the below with clear subject line of: - Tender Enquiry Reference No. - Bid Opening Date (Part 1, Techno-Commercial) Vendor to submit their bids as attachments (pdf format) with password protection and share the password through mail (tendercell.heep@bhel.in) after 1.45 pm (IST) on the day of bid opening, however if no password is received up to 4. 00 pm (IST) bids will not be opened and will be ignored. Submission of bids through email shall be considered as consent to open the bid without physically witnessing the event.	
2.	Confirmation to No Deviation	- Confirm that there is no deviation taken by bidder with respect to BHEL Specification, Standard & drawings (If any). - Deviations, if any, should be brought out very clearly along with the offer as a separate attachment, otherwise it will be presumed that the all the technical requirements has been complied in line with BHEL specification. - The confirmation for no technical deviation provided at Sl. no. 1 shall supersede any conflicting points w.r.t. BHEL Specification, Standard & drawings, indicated in the technical offer. - 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 comprising of BHEL Specification, Standard & drawings (If any) except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
3.	Firm & Fixed Price	Please confirm that prices shall be firm and fixed till execution of contract. 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.	
4.	Evaluation	It should be noted that evaluation would be done on the basis of total landed cost to BHEL at particular Sites.	



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SPECIAL CONDITIONS OF ENQUIRY (Annexure -B)
(Indigenous suppliers)
Enquiry No. B/4066/9/0976/V2
Item Description: Dirt Catcher
Project Name: Patratu & Panki Projects.

	criteria		
		Presently GST would be applicable for Patratu, & Panki Projects . The evaluation would be done considering the Duty structure, as applicable on the date of opening of price bid.	
5.	Validity	Confirm that validity of the offer shall be 120 days from the due date of opening of Techno-Comm. Offers. BHEL reserves the right to reject any or all quotations, quoting validity less than 120 days.	
6.	Basis of quotation	Please confirm that prices have been quoted on Ex Works freight prepaid basis. The goods can be dispatched through any Bank- approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. In case, dispatch of the material thru BHEL non-approved transporter than MRC (Material Receipt Certificate) from project site would necessarily be required for processing of your Invoice. No demurrage charges would be payable by BHEL. Kindly confirm for the same.	
		Packing & Forwarding charges (Item-wise for each site), if any, as well as Freight charges (Item-wise for each site), if any, have to be quoted separately in your offer. In case the offer is silent regarding about these charges, the same would be considered to be inclusive in the offer. Applicable Sales Tax & other duties should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of these Taxes & Duties.	
7.	Right of Acceptance	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in quantity.	
8.	Delivery	Please confirm the deliveries schedule as mentioned in the enquiry. Please quote your best minimum possible delivery in no. of Weeks/Months from date of Purchase Order. Please confirm that final deliveries would be either minimum delivery period quoted in your offer or as mentioned in our enquiry schedule whichever is Later . If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserves the right to reject your offer.	
9.	Packing	Please ensure proper and sturdy packing suitable for handling at loading points and during transportation up to site in healthy condition. Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
10.	O&M Manual	Please note that 2 copies of Operation / Maintenance / erection Instructions along with dispatch box & soft copies shall be made available to BHE as per clause no 5 B (3) of	



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SPECIAL CONDITIONS OF ENQUIRY (Annexure -B)
(Indigenous suppliers)
Enquiry No. B/4066/9/0976/V2
Item Description: Dirt Catcher
Project Name: Patratu & Panki Projects.

		SPEC ST46003 Rev 10.	
11.	Liquidated Damages / Penalty	Penalty at the rate of ½% (half percent) per week or part thereof subject to a maximum of 10% of the total lot wise order value. Date of GR shall be treated as date of delivery for penalty purpose. Please note that BHEL reserves the right to load your offer to the extent to which it is not agreed to by the bidder (at offered value).	
12.	Payment Terms	Payment term for material portion: 100% payment shall be made after receipt of material at project site. Material receipt certificate (MRC) from BHEL will be part of negotiation document for claiming payment. Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice / policy.	
13.	Bank Charge	Kindly note that Bank Charges would be either side.	
14.	Transit Insurance	Transit Insurance would be arranged by BHEL. Please send your offer keeping this in view.	
15.	Duty Structure	GST as per applicable GST rate would be applicable for Panki & Patratu Projects separately. The evaluation would be done considering the GST structure, as applicable on the date of opening of price bid.	
16.	Quality Requirements	Vendor to endorse the enclosed SQP no QA/BE/QP/002 Rev 01 and submit the same along with offer. Kindly confirm that Inspection will be done by BHEL nominated agency M/s BVIL as per BHEL QP no. QA/BE/QP/002 Rev.01. for Panki & Patratu Projects. Inspection call shall be raised by the vendor at least 7 days in advance of readiness of material. If inspection is not attended by the inspection agency within 7 days of inspection call, delivery shall be re-scheduled accordingly. Inspection charges by Third party inspection agency shall be to BHEL's account. BHEL shall pay directly to TPI, however for evaluation purpose, TPI charges would be loaded as per rate contract of BHEL with TPI. Please confirm. However, all coordination with TPI for arranging inspection shall be done by supplier. Please confirm.	
17.	BHEL Registration	Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for tendered item (PMD BI003) have to apply through Online Registration portal, https://supplier.bhel.in/ . All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. Application registration No (for applying online form) should be mentioned in the techno commercial offer.	
18.	Dispatch Documents	Following documents to be enclosed with dispatch documents of this item: a) Operation and Maintenance Manual for site. b) Pre-commissioning check list, if applicable. c) Test Certificate and Guarantee Certificate. d) Life time of packing material.	



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SPECIAL CONDITIONS OF ENQUIRY (Annexure -B)
(Indigenous suppliers)
Enquiry No. B/4066/9/0976/V2
Item Description: Dirt Catcher
Project Name: Patratu & Panki Projects.

		e) Item nomenclature on vendor packing list to be exactly same as on PO.	
19.	MDCC clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TCs) and inspection reports of third party (IR) immediately after inspection. BHEL will issue MDCC after receipt of TCs & IR, if complete & clear w.r.t. approved quality plan and comply with approved technical documents. The material should be dispatched within 07 days of issue of Material Dispatch Clearance Certificate (MDCC) by BHEL and other necessary documents (Road permit etc.). Any delay on submission/ approval shall be on respective account.	
20.	Guarantee	Kindly confirm that the instrument shall be Guaranteed for trouble free service of minimum 36 months from the date of dispatch or 24 months from the date of commissioning, whichever is earlier. In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required. Please note that vendors quoting guarantee less than 36 months from the date of dispatch, shall not be considered. 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.	
21.	Arbitration clause	In all cases of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar. JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.	
22.	Risk Purchase:	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Please note that deviation in risk purchase clause will not be acceptable.	
23.	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.	
24.	Dimensions Of Packages	Confirm that L, W, H and gross weight of each package has been mentioned in the Techno-Commercial offer (Part-1).	



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BHARAT HEAVY ELECTRICALS LIMITED
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TEL: +91 1334 28 1248

SPECIAL CONDITIONS OF ENQUIRY (Annexure -B)
(Indigenous suppliers)
Enquiry No. B/4066/9/0976/V2
Item Description: Dirt Catcher
Project Name: Patratu & Panki Projects.

25.	Pre-Qualification Requirement (PQR)	The Pre-Qualification Requirements have been compiled and placed at PQR & SQP enclosure. 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. All documents / information required as per PQR should be signed by the bidder and submitted in the manner a prescribed in the ANNEXURE-3.	
		BHEL will verify the information submitted by supplier. In case, the information is found false/incorrect, BHEL reserves the right to reject the offer. Please confirm.	
		BHEL reserve the right to close PQR within 30 days of opening of techno-commercial bid. Offers of bidders/bidders who do not meet PQR i.e do not complete the PQR documentation within 30 days of opening of techno-commercial bid, may be ignored and no further correspondence shall be entertained thereafter.	
26.	Documents Approval	Drawings/Data sheets/documents as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Any delay on submission/ approval shall be on respective account.	
27.	Ink sign acceptance	Ink signed order acceptance shall be furnished within 15 days of order placement. In case no communication is received within 15 days of order, the order will be deemed to have been accepted by vendor.	
28.	Superseding Clause	Techno-commercial terms as confirmed above in Annexure-C shall supersede the similar terms mentioned in offer documents. Kindly confirm the same.	

(Signature of the Vendor with Seal)



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SPECIAL CONDITIONS OF ENQUIRY (Annexure -C)
(Foreign suppliers)
Enquiry No. B/4066/9/0976/V2
Item Description: Dirt Catcher
Project Name: Patratu & Panki Projects.

Sl. No	Terms	Description	Your confirmation
1.	Confirmation To General Instructions and Standard Terms & Conditions	Please submit signed and stamped copy of your offer on each page along with following documents; - General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC) (for Indian bidder) - Special conditions for tender enquiry (Annexure B) - Kindly submit documents as per clause 5.0 of Tec. Spec. ST46003 Rev. 10 - If vendors unable to submit hard copy of their offer due to lockdown/COVID-19. They can submit their offer through e-mail, following the below with clear subject line of: - Tender Enquiry Reference No. - Bid Opening Date (Part 1, Techno-Commercial) Vendor to submit their bids as attachments (pdf format) with password protection and share the password through mail (tendercell.heep@bhel.in) after 1.45 pm (IST) on the day of bid opening, however if no password is received up to 4. 00 pm (IST) bids will not be opened and will be ignored. Submission of bids through email shall be considered as consent to open the bid without physically witnessing the event.	
2.	Confirmation to No Deviation	- Confirm that there is no deviation taken by bidder with respect to BHEL Specification, Standard & drawings (If any). - Deviations, if any, should be brought out very clearly along with the offer as a separate attachment, otherwise it will be presumed that the all the technical requirements has been complied in line with BHEL specification. - The confirmation for no technical deviation provided at Sl. no. 1 shall supersede any conflicting points w.r.t. BHEL Specification, Standard & drawings, indicated in the technical offer. - 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 comprising of BHEL Specification, Standard & drawings (If any) except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
3.	Firm & Fixed Price	Please confirm that prices shall be firm and fixed till execution of contract. 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.	
4.	Evaluation criteria	It should be noted that evaluation would be done on the basis of total landed cost to BHEL at particular Sites. Please note that the exchange rate for evaluation would be taken as TT Selling rate of SBI	



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SPECIAL CONDITIONS OF ENQUIRY (Annexure -C)
(Foreign suppliers)
Enquiry No. B/4066/9/0976/V2
Item Description: Dirt Catcher
Project Name: Patratu & Panki Projects.

		as on scheduled date of tender opening (Part-1 bid, i.e. techno-commercial offer)	
		Presently GST would be applicable for Patratu, & Panki Projects . The evaluation would be done considering the Duty structure, as applicable on the date of opening of price bid.	
5.	Validity	Confirm that validity of the offer shall be 120 days from the due date of opening of Techno-Comm. Offers. BHEL reserves the right to reject any or all quotations, quoting validity less than 120 days.	
6.	Basis of quotation	Please confirm that prices have been quoted on FOB and CFR any sea port in Mumbai or FCA basis (to the named airport) in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids. Inland Freight Charges (from Landing port to BHEL Site) shall be quoted separately in the offer. Please confirm.	
		Please Inform the port of loading and port of discharge	
		Offers received other than CFR basis may result in non-consideration of such bids.	
		Packing & Forwarding charges (Item-wise for each site), if any, as well as Freight charges (Item-wise for each site), if any, have to be quoted separately in your offer. In case the offer is silent regarding about these charges, the same would be considered to be inclusive in the offer. Applicable Sales Tax & other duties should be indicated separately and clearly in the quotation; else it will be concluded that the offer is inclusive of these Taxes & Duties.	
7.	Delivery	Please confirm the deliveries schedule as mentioned in the enquiry.	
		Please quote your best minimum possible delivery in no. of Weeks/Months from date of Purchase Order.	
		Please confirm that final deliveries would be either minimum delivery period quoted in your offer or as mentioned in our enquiry schedule whichever is Later .	
		In case FCA/FOB shipment, Material is to be Handed over to BHEL Freight Forwarder at least 02 weeks before the schedule PO Delivery. If the material is not handed over to BHEL's Freight Forwarder as per this schedule and there is delay in shipment beyond the agreed FOB date due to it, the LD charges for delay beyond FOB date shall be payable by the vendor.	
		If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserves the right to reject your offer.	
8.	Packing	Please ensure proper and sturdy packing suitable for handling at port and during transportation up to site in healthy condition.	
		Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
9.	O&M	Please note that 2 copies of Operation / Maintenance / erection Instructions along with	



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SPECIAL CONDITIONS OF ENQUIRY (Annexure -C)
(Foreign suppliers)
Enquiry No. B/4066/9/0976/V2
Item Description: Dirt Catcher
Project Name: Patratu & Panki Projects.

	Manual	dispatch box & soft copies shall be made available to BHE as per clause no 5 B (3) of SPEC ST46003 Rev 10.	
10.	Liquidated Damages / Penalty	Penalty for late delivery w.r.t to contractual delivery shall be applicable @ 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total (Lot wise) order value. Date of B/L shall be considered as actual delivery. Please confirm your acceptance. In case of CFR contract, there is no liability on BHEL due to delay in shipment because of non-availability of Vessel/Ship/Container. Please note that BHEL reserves the right to load your offer to the extent to which it is not agreed to by the bidder (at offered value).	
11.	Payment Terms	Payment term for material portion: 100% payment shall be made after receipt of material at project site. Material receipt certificate (MRC) from BHEL will be part of negotiation document for claiming payment. Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice / policy.	
12.	Bank Charge	Kindly note that Bank Charges would be either side.	
13.	Transit Insurance	Transit Insurance would be arranged by BHEL. Please send your offer keeping this in view.	
14.	Custom Duty	At present Custom Duty structure is as mentioned below: Patratu & Panki Project: Project Import Please note that the comparison would be done as per the applicable duty structure as on the date of opening of Price Bid.	
15.	Quality Requirements	Vendor to endorse the enclosed SQP no QA/BE/QP/002 Rev 01 and submit the same along with offer. Inspection will be done by third party Inspection agency (TUV/LRS/BV) as per BHEL SQP no. QA/BE/QP/002 Rev.01. for Panki & Patratu Projects. The prices are to be quoted inclusive of Third Party Inspection Charges (By LRS/BVQI/TUV). The co-ordination with the Third Party Inspection Agencies would be the sole responsibility of the bidder. In case if nothing has been mentioned in your offer about the Third Party Inspection charges, the same would be considered to be inclusive in your quoted prices. Please confirm	
16.	BHEL Registration	Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Hardwar for tendered item (PMD BI003) have to apply through Online Registration portal, https://supplier.bhel.in/ . All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. Application registration No (for applying online form) should be mentioned in the techno commercial offer.	
17.	Dispatch Documents	Following documents to be enclosed with dispatch documents of this item: a) Operation and Maintenance Manual for site. b) Pre-commissioning check list, if applicable. c) Test Certificate and Guarantee Certificate.	



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SPECIAL CONDITIONS OF ENQUIRY (Annexure -C)
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Enquiry No. B/4066/9/0976/V2
Item Description: Dirt Catcher
Project Name: Patratu & Panki Projects.

		d) Life time of packing material. e) Item nomenclature on vendor packing list to be exactly same as on PO.	
18.	MDCC clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TCs) and inspection reports of third party (IR) immediately after inspection. BHEL will issue MDCC after receipt of TCs & IR, if complete & clear w.r.t. approved quality plan and comply with approved technical documents. The material should be dispatched within 07 days of issue of Material Dispatch Clearance Certificate (MDCC) by BHEL and other necessary documents (Road permit etc.). Any delay on submission/ approval shall be on respective account.	
19.	Guarantee	Kindly confirm that the instrument shall be Guaranteed for trouble free service of minimum 36 months from the date of dispatch or 24 months from the date of commissioning, whichever is earlier. In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required. Please note that vendors quoting guarantee less than 36 months from the date of dispatch, shall not be considered. 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.	
20.	Settlement Of Disputes/Arbitration	Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India. JURIDICTION: The courts of New Delhi, India, shall have exclusive jurisdiction.	
21.	Risk Purchase:	In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.	



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SPECIAL CONDITIONS OF ENQUIRY (Annexure -C)
(Foreign suppliers)
Enquiry No. B/4066/9/0976/V2
Item Description: Dirt Catcher
Project Name: Patratu & Panki Projects.

22.	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.	
23.	Dimensions Of Packages	Confirm that L, W, H and gross weight of each package has been mentioned in the Techno-Commercial offer (Part-1).	
24.	Certificate of Origin	Certificate of origin shall be a negotiation document for payment. Supplier is to provide certificate of origin duly legalized by Chamber of commerce of originating country. Please confirm.	
25.	Pre-Qualification Requirement (PQR)	The Pre-Qualification Requirements have been compiled and placed at PQR&SQP enclosure. 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. All documents / information required as per PQR should be signed by the bidder and submitted in the manner a prescribed in the ANNEXURE-A.	
		BHEL will verify the information submitted by supplier. In case, the information is found false/incorrect, BHEL reserves the right to reject the offer. Please confirm.	
		BHEL reserve the right to close PQR within 30 days of opening of techno-commercial bid. Offers of bidders/bidders who do not meet PQR i.e do not complete the PQR documentation within 30 days of opening of techno-commercial bid, may be ignored and no further correspondence shall be entertained thereafter.	
26.	Bill of lading	1 of 3 Original Bill of lading along with other shipping documents to be sent to General Manager, Regional Operating Division, Bharat Heavy Electricals Ltd, 14/15th Floor, World Trade Centre-1, Cuffe Parade, Mumbai-400005 within 10 days of shipment.	
27.	Documents Approval	Drawings/Data sheets/documents as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect. Any delay on submission/ approval shall be on respective account.	
28.	Ink sign acceptance	Ink signed order acceptance shall be furnished within 15 days of order placement. In case no communication is received within 15 days of order, the order will be deemed to have been accepted by vendor.	
29.	Superseding Clause	Techno-commercial terms as confirmed above in Annexure-C shall supersede the similar terms mentioned in offer documents. Kindly confirm the same.	

(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, 4th 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.
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- i) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1 counter offered rates**, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected outrightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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

6. PRICE SCHEDULE.

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

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

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

7. REVERSE AUCTION.

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

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



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

8. DELIVERY TERMS.

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

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

10. PAYMENT TERMS.

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

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

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

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

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

11. TAXES & DUTIES.

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

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

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

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. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

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

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

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY.

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

16. RIGHT OF ACCEPTANCE.

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



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

17. TRANSIT INSURANCE.

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

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

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

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



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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

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



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

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

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

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

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



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

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

24. INFORMATION TO THE BIDDERS.

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

25. MAKE IN INDIA (GOVT-NOTIFICATION).

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

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

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

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

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



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

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

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

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

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

26. NOTE.

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



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

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

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

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

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

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

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

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

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____ Dated: _____

Due on: _____

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

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

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



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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

6. PRICE SCHEDULE.

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

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

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

g) Evaluation of Indian Agents Commission:

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

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

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

h) While submitting your bids please clearly indicate:

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

7. REVERSE AUCTION.

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

8. DELIVERY TERMS.

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

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

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

Bharat Heavy Electricals Limited

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

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

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

For latest updating please refer our web site:

www.bhelhwr.co.in

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

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

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

10. PAYMENT TERMS.

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

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

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

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

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11. BANK GUARANTEE.

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

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

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

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

13. QUALITY REQUIREMENT.

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

14. VALIDITY.

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

15. RIGHT OF ACCEPTANCE.

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

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

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

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

16. TRANSIT INSURANCE.

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

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

17. PHYTOSANITARY CERTIFICATE:

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

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

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

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES/ARBITRATION.

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

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

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

22. INFORMATION TO THE BIDDERS.

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

23. MAKE IN INDIA (GOVT-NOTIFICATION).

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

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

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

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

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

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

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

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

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

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

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

24. NOTE.

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

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

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

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

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

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

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

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

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

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

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