

INDEX

**For Tender Documents
Tender no B/4180/2020/0818V1**

Content	Page no. of pdf file
Tender Details /Item Details	Pg. 2 to Pg. 4
Instructions to Bidders	Pg. 5 to Pg. 10
Pre-qualification requirement (PQR) / Annexure -A	Pg. 11 to Pg. 12
Price-bid Format / Annexure -B	Pg. 13 to Pg. 14
Additional Terms And Conditions of Tender Enquiry / Annexure -C	Pg. 15 to Pg. 17
Technical Annexure	Pg. 18
Non-Disclosure Agreement Format	Pg. 19 to Pg. 28
Additional Oil Module Instrument spare list for Gadarwara	Pg. 29
Electrical spare list for Oil Module for 660MW Barh Project	Pg. 30
Actual site instruments Pictures	Pg. 31 to Pg. 50
General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC) For Indian Bidders	Pg. 51 to Pg. 62

M/S. OPEN TENDER

DUEDATE

31-10-2020

BHEL

HARIDWAR249403

Vendor Code

00001

INDIA

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SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
1	W99318137206 DRG: 418000F1040 REV: DIFFERENTIAL PRESSURE SWITCH FOR OIL MODULE, (0-4.2)BAR	3	NO	1 2	2 31/07/20 1 31/10/20
2	W99318137214 DRG: 418000F1040 REV: DIFFERENTIAL PRESSURE SWITCH FOR OIL MODULE, (0-1.2)BAR	3	NO	1 2	2 31/07/20 1 31/10/20
3	W99318137192 DRG: 418000F1040 REV: PRESSURE SWITCH FOR OIL MODULE, RANGE- (0.5-10)BAR	3	NO	1 2	2 31/07/20 1 31/10/20
4	W99318137133 DRG: 418000F1040 REV: DOUBLE THERMOSTAT WITH THERMO- WELL FOR OIL MODULE(0-100)DEGC	2	NO	1	2 31/07/20
5	W99318137176 DRG: 418000F1040 REV: PRESSURE GAUGES FOR OIL MODULE, RANGE- [(-) 60-0] MBAR	3	NO	1 2	2 31/07/20 1 31/10/20
6	W99318137184 DRG: 418000F1040 REV: PRESSURE GAUGES FOR OIL MODULE RANGE - [(-) 160-0] MBAR	3	NO	1 2	2 31/07/20 1 31/10/20
7	W99318137095 DRG: 418000F1040 REV: LEVEL INDICATORS FOR OIL MODULE L2, RANGE-(850-1750)MM	2	NO	1	2 31/07/20
8	W99318137125	4	NO	1	4 31/10/20

MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	
DRG: 418000F1040 REV: RTD FOR OIL MODULE, RANGE- (0-100)DEGC				
9 W99318137117 DRG: 418000F1040 REV: LEVEL INDICATORS FOR OIL MODULE M, RANGE- (650-1450)MM	1	NO	1	1 31/10/20
10 W99318137141 DRG: 418000F1040 REV: TEMPERATURE INDICATOR FOR OIL MODULE, RANGE- (0-100)DEGC	2	NO	1	2 31/10/20
11 W99318137222 DRG: 418000F1040 REV: 3/2 WAY MANUAL INSTRUMENT VALVE FOR OIL MODULE AS PER TLV2001	2	NO	1	2 31/10/20
12 W99318137052 DRG: 418000F1040 REV: PRESSURE TRANSMITTER FOR OIL MODULE, RANGE 0-250 BAR	1	NO	1	1 31/10/20
13 W99318137060 DRG: 418000F1040 REV: PRESSURE TRANSMITTER FOR OIL MODULE, RANGE 0-6 BAR	1	NO	1	1 31/10/20
14 W99318137079 DRG: 418000F1040 REV: PRESSURE TRANSMITTERS FOR OIL MODULE, RANGE 0-(-15)MBAR	1	NO	1	1 31/10/20
15 W99318137109 DRG: 418000F1040 REV: LEVEL TRANSMITTERS FOR OIL MODULE M, RANGE- (650-1450)MM	1	NO	1	1 31/10/20

** IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of

MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO
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price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Special Instructions:

1. PQR, TERMS AND CONDITIONS (ANNEXURE-C), INSTRUCTION TO BIDDERS & GISTC ARE ATTACHED.

General Instructions:

Please visit our site www.bhelhwr.co.in for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.

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.

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services.

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018

AMIT KUMAR SINGH
Manager (PPX-BOI)

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5773	ENQUIRY NO. B/4180/2020/0818V1 PACKAGE: SPARES FOR OIL MODULE PROJECT: (i) 800 MW GADARWARA (ii) 660 MW BARH
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INSTRUCTION TO BIDDERS

1. SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for the supply of Spares for Oil Module as per requirement mentioned below:

ITEM-NO	MATERIAL CODE	ITEM DESCRIPTION	QTY.	UNIT	DATE FOR SUPPLY COMPLETION	PROJECT
1	W99318137206	DIFFERENTIAL PRESSURE SWITCH FOR OIL MODULE, (0-4.2) BAR DRG: 418000F1040 REV:	2	NO	At the Earliest	Gadarwara
			1	NO	30/11/2020	Barh
2	W99318137214	DIFFERENTIAL PRESSURE SWITCH FOR OIL MODULE, (0-1.2) BAR DRG: 418000F1040 REV:	2	NO	At the Earliest	Gadarwara
			1	NO	30/11/2020	Barh
3	W99318137192	PRESSURE SWITCH FOR OIL MODULE, RANGE- (0.5-10) BAR DRG: 418000F1040 REV:	2	NO	At the Earliest	Gadarwara
			1	NO	30/11/2020	Barh
4	W99318137133	DOUBLE THERMOSTAT WITH THERMO-WELL FOR OIL MODULE (0-100) DEGC DRG: 418000F1040 REV:	2	NO	At the Earliest	Gadarwara
5	W99318137176	PRESSURE GAUGES FOR OIL MODULE, RANGE-[-60-0] MBAR DRG: 418000F1040 REV:	2	NO	At the Earliest	Gadarwara
			1		30/11/2020	Barh
6	W99318137184	PRESSURE GAUGES FOR OIL MODULE RANGE - [-160-0] MBAR DRG: 418000F1040 REV:	2	NO	At the Earliest	Gadarwara
			1		30/11/2020	Barh
7	W99318137095	LEVEL INDICATORS FOR OIL MODULE L2, RANGE-(850-1750) MM DRG: 418000F1040 REV:	2	NO	At the Earliest	Gadarwara
8	W99318137125	RTD FOR OIL MODULE, RANGE- (0-100) DEGC DRG: 418000F1040 REV:	4	NO	30/11/2020	Barh
9	W99318137117	LEVEL INDICATORS FOR OIL MODULE M, RANGE-(650-1450) MM DRG: 418000F1040 REV:	1	NO	30/11/2020	Barh
10	W99318137141	TEMPERATURE INDICATOR FOR OIL MODULE, RANGE- (0-100) DEGC DRG: 418000F1040 REV:	2	NO	30/11/2020	Barh
11	W99318137222	3/2 WAY MANUAL INSTRUMENT VALVE FOR OIL MODULE AS PER TLV2001 DRG: 418000F1040 REV:	2	NO	30/11/2020	Barh
12	W99318137052	PRESSURE TRANSMITTER FOR OIL MODULE, RANGE 0-250 BAR DRG: 418000F1040 REV:	1	NO	30/11/2020	Barh
13	W99318137060	PRESSURE TRANSMITTER FOR OIL MODULE, RANGE 0-6 BAR DRG: 418000F1040 REV:	1	NO	30/11/2020	Barh
14	W99318137079	PRESSURE TRANSMITTERS FOR OIL MODULE, RANGE 0-(-15) MBAR DRG: 418000F1040 REV:	1	NO	30/11/2020	Barh
15	W99318137109	LEVEL TRANSMITTERS FOR OIL MODULE M, RANGE-(650-1450) MM DRG: 418000F1040 REV:	1	NO	30/11/2020	Barh

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2. PROJECT INFORMATION

Project Name	GADARWARA STPP,STAGE-I	BARH STPP,ST-II,U-1:660MW
Name of the End Customer	NATIONAL THERMAL POWER CORPORATION LTD.	NATIONAL THERMAL POWER CORPORATION LTD.
Consignee Address	DGM (STORES), NTPC LTD. GADARWARA STPP, KHASRA NO 24&25 PO GANGAI, TEHSIL GADARWARA DISTT. NARSINGHPUR (MP)-487770	MANAGER STORE (BARH STPP) BARH SUPER THERMAL POWER PROJECT, PO. BARH, DISTT-PATNA, PIN 803213

3. EARNEST MONEY DEPOSIT (EMD)

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

Details	Amount In INR	Type
EMD	Rs. 40,000/-	Refundable

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

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA, PIN CODE : 249403	SWIFT NO : SBININBB225CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

3.3 Bidders already registered at BHEL Hardwar (i.e. PMD Vendors) for this package are exempted from submission of the EMD.

3.4 As per government guidelines, MSE suppliers are exempted for submission of EMD and Tender Fee.

Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc.) are exempted from submission of EMD.

"MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit

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shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.”

3.5 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/Stockist/Dealers/Traders etc. for the items offered but not manufactured by themselves.

3.6 Bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value will be rejected by BHEL without any correspondence. EMD should be submitted along with Part-1 “Technical Bid”.

3.7 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.

4. PRE-QUALIFICATION REQUIREMENT (PQR)

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

Important Note: Bidders should ensure completeness and correctness of all supporting documents of PQR along with their offer. BHEL reserve the right to close PQR within 30 days of opening of techno-commercial Bids. Offers of Bidder / Bidders, who do not meet PQR i.e. do not complete the PQR documentation within 30 days of opening of techno-commercial bid, may be ignored and no-further correspondence shall be entertained thereafter.

5. SUBMISSION OF OFFER

5.1 Only English version of all documents would be valid & binding.

5.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in ‘Deviation’ sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.

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5.3 Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.

5.4 Tenders are to be submitted in Two Parts and Part-I (Techno-Commercial Bid, as detailed below) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:

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

Comprising of following documents:

- a. Earnest Money Deposit (EMD)/details of EMD in case of E-Payment.
- b. Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc. The Pre-Qualification requirements is as per enclosed **ANNEXURE-A**.
- c. Complete Technical offer with relevant drawings/ documents etc.
- d. **Additional Terms & Conditions of Tender Enquiry (ANNEXURE-C)** and "**General Instructions and Standard Terms & Conditions against Tender Enquiry (GISTC)**" are an integral part of this enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be necessarily submitted along with the offer. Deviations if any are to be listed out separately.
- e. Commercial Terms & Conditions
- f. Any Deviation with reference to technical requirements/specification to be laid down on separate sheet along with the cost of Withdrawal of such technical deviations (if any). Acceptance of such technical deviations would be at the discretion of BHEL.
- g. Un-Priced replica of Price Bid

[B] PART-II: PRICE-BID

Containing Prices is to be submitted in original, strictly as per enquiry conditions for complete scope of tender enquiry

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

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

- PART-II (refer clause 5.5 [B]):
1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
 2. DUE DATE FOR OPENING
 3. "PRICE BID".

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5773	ENQUIRY NO. B/4180/2020/0818V1 PACKAGE: SPARES FOR OIL MODULE PROJECT: (i) 800 MW GADARWARA (ii) 660 MW BARH
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- 5.6 Parts – I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a main cover duly sealed and superscribed as:

“OFFER FOR (ITEM NAME) AGAINST ENQUIRY NO **B/4180/2020/0818V1** CONTAINING PART-I & PART-II Bids”. Vendor’s full name and address should be clearly mentioned on the envelope

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

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

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

- 5.9 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.**

- 5.10 The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.

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

- 5.12 **Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 3 above.** The Pre-Qualification requirements have been compiled in enclosed **ANNEXURE-A**.

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

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- 5.14 After finalization of Techno-Commercial evaluation, offers of BHEL and Customer approved vendors who have qualified in techno-commercial offer shall be considered for Price Bid Opening/RA.
- 5.15 Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- 5.16 Bidder shall not be allowed to carry camera/laptop in the tender room. The use of Mobile Phone is also restricted in the Tender Room.
- 5.17 Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.
- 5.18 As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).
- 5.19 Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas / Hotels shall not be considered, hence such vendors need not apply.
- 5.20 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.

6. Mandatory Procurement (Make In India):

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

Make in India deceleration certificate is enclosed. Kindly submit signed & stamp copy of the same along with your offer.

Kindly ensure the timely submission of your offer (by 1345 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances.

For and on behalf of BHEL, Hardwar

(Amit Kumar Singh)
Manager (PPX/BOI)

C/101 38

Prequalification requirement for Spare Instruments for Barh

1. Supplier shall be manufacturer/ distributor/ trader for one or more instruments as given in doc 4-18101-70-010-REV01.
2. Supplier shall confirm to supply all the instruments as per BHEL specification doc. no.-4-18101-70-010-REV01.
3. Make and model as given in doc 4-18101-70-010-REV01 are firm. Supplier to confirm that supplied instruments shall be in line with attached doc.
4. Vendor/Supplier to confirm that catalogues shall be enclosed along with supplies.
5. BHEL reserve the right to verify the information submitted by vendor. In case the information found to be false/ incorrect, the offer shall be rejected.
6. In case vendor is unable to meet the requirements (As per PQR or BHEL specification doc. no.-4-18101-70-010-REV01) after placement of PO, BHEL reserves the right to cancel the PO, without any commercial implications.

निर्भय
31/08/2020

Prepared By

(Nirbhay Kumar)
Manager/CIE

31/8/2020

Checked & Approved By

(Vinod Kumar)
AGM/CIE

57

9

Prequalification requirement for Spare Instruments for BHEL Gadagurra

1. Supplier shall be manufacturer/ distributor/ trader for one or more instruments as given in doc 4-18101-C6-010-REV01.
2. Supplier shall confirm to supply all the instruments as per BHEL specification doc. no.-4-18101-C6-010-REV01.
3. Make and model as given in doc 4-18101-C6-010-REV01 are firm. Supplier to confirm that supplied instruments shall be in line with attached doc.
4. Vendor/Supplier to confirm that catalogues shall be enclosed along with supplies.
5. BHEL reserve the right to verify the information submitted by vendor. In case the information found to be false/ incorrect, the offer shall be rejected.
6. In case vendor is unable to meet the requirements (As per PQR or BHEL specification doc. no.-4-18101-C6-010-REV01) after placement of PO, BHEL reserves the right to cancel the PO, without any commercial implications.

निर्भय
10.09.2020

Prepared By

(Nirbhay Kumar)
Manager/CIE

10/9/2020

Checked & Approved By

(Vinod Kumar)
AGM/CIE



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
FAX: +91 1334 226084/226462
TEL: +91 1334 28 5773

ENQUIRY NO. B/4180/2020/0818V1
PACKAGE: SPARES FOR OIL MODULE
PROJECT: (i) 800 MW GADARWARA
(ii) 660 MW BARH

ANNEXURE-B

PRICE-BID FORMAT

ITEM-NO	MATERIAL CODE	ITEM DESCRIPTION	QTY.	UNIT	PROJECT	Quoted Prices on FOR site basis INR per No./SET	Total Prices on FOR site basis (Unit Prices X Quantity) INR
1	W99318137206	DIFFERENTIAL PRESSURE SWITCH FOR OIL MODULE, (0-4.2) BAR DRG: 418000F1040 REV:	2	NO	Gadarwara		
			1	NO	Barh		
2	W99318137214	DIFFERENTIAL PRESSURE SWITCH FOR OIL MODULE, (0-1.2) BAR DRG: 418000F1040 REV:	2	NO	Gadarwara		
			1	NO	Barh		
3	W99318137192	PRESSURE SWITCH FOR OIL MODULE, RANGE- (0.5-10) BAR DRG: 418000F1040 REV:	2	NO	Gadarwara		
			1	NO	Barh		
4	W99318137133	DOUBLE THERMOSTAT WITH THERMO-WELL FOR OIL MODULE (0-100) DEGC DRG: 418000F1040 REV:	2	NO	Gadarwara		
5	W99318137176	PRESSURE GAUGES FOR OIL MODULE, RANGE-[-60-0] MBAR DRG: 418000F1040 REV:	2	NO	Gadarwara		
			1		Barh		
6	W99318137184	PRESSURE GAUGES FOR OIL MODULE RANGE - [(-)160-0] MBAR DRG: 418000F1040 REV:	2	NO	Gadarwara		
			1		Barh		
7	W99318137095	LEVEL INDICATORS FOR OIL MODULE L2, RANGE-(850-1750) MM DRG: 418000F1040 REV:	2	NO	Gadarwara		
8	W99318137125	RTD FOR OIL MODULE, RANGE- (0-100)	4	NO	Barh		

Signature with seal of company



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ENQUIRY NO. B/4180/2020/0818V1
PACKAGE: SPARES FOR OIL MODULE
PROJECT: (i) 800 MW GADARWARA
(ii) 660 MW BARH

ANNEXURE-B

PRICE-BID FORMAT

		DEGC DRG: 418000F1040 REV:					
9	W99318137117	LEVEL INDICATORS FOR OIL MODULE M, RANGE-(650-1450) MM DRG: 418000F1040 REV:	1	NO	Barh		
10	W99318137141	TEMPERATURE INDICATOR FOR OIL MODULE, RANGE- (0-100) DEGC DRG: 418000F1040 REV:	2	NO	Barh		
11	W99318137222	3/2 WAY MANUAL INSTRUMENT VALVE FOR OIL MODULE AS PER TLV2001 DRG: 418000F1040 REV:	2	NO	Barh		
12	W99318137052	PRESSURE TRANSMITTER FOR OIL MODULE, RANGE 0-250 BAR DRG: 418000F1040 REV:	1	NO	Barh		
13	W99318137060	PRESSURE TRANSMITTER FOR OIL MODULE, RANGE 0-6 BAR DRG: 418000F1040 REV:	1	NO	Barh		
14	W99318137079	PRESSURE TRANSMITTERS FOR OIL MODULE, RANGE 0-(-15) MBAR DRG: 418000F1040 REV:	1	NO	Barh		
15	W99318137109	LEVEL TRANSMITTERS FOR OIL MODULE M, RANGE-(650-1450) MM DRG: 418000F1040 REV:	1	NO	Barh		

Please indicate applicability of GST for each and every Item separately, along with their HSN code.

Signature with seal of company

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5773	ENQUIRY NO. B/4180/2020/0818V1 PACKAGE: SPARES FOR OIL MODULE PROJECT: (i) 800 MW GADARWARA (ii) 660 MW BARH
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ANNEXURE-C

ADDITIONAL TERMS AND CONDITIONS OF TENDER ENQUIRY

Additional Terms and conditions of tender enquiry (In addition to General instructions and standard terms & conditions as enclosed)

Sl. No.	Terms	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions	Please submit signed and stamped copy of Confirmation to General Instructions and standard terms & conditions (enclosed) as your acceptance to these terms and conditions. Deviation to “General Instructions and standard terms & conditions”, if any, shall be submitted along with offer in separate documents. Please note that in case no- deviation sheet of “General Instructions and standard terms & conditions”, is received along with offer, it will be presumed that all terms and conditions mentioned in “General Instructions and standard terms & conditions” shall be acceptable to you and your offer will be processed accordingly	
2.	Evaluation criteria	Evaluation shall be done on total landed cost to BHEL up to project site for all quantity of each material code separately.	
3.	Documents	Kindly confirm that the following documents have been submitted along with your offer: 1. Requisite EMD (if applicable) 2. Complete Technical offer with relevant drawings/ documents /QP etc. (as per Special Instructions mentioned in Annexure-B). 3. Documents in support of Pre-Qualification Requirement (as defined in Annexure-A)	
4.	Validity	Confirm that the validity of the offer shall be 120 days from the due date of opening of Techno-Commercial offers.	
		It should also be noted that offers quoting the validity less than 120 days from EOD (Enquiry Opening Date), may not be considered by BHEL.	
5.	Basis of quotation	The prices are necessarily to be quoted on F.O.R. 660MW BARH & 800MW GADARWARA site basis.	
6.	Delivery	Please note that material is urgently required. Please quote your deliveries accordingly in no. of weeks from the date of PO considering the time required by BHEL for issuance of Material dispatch clearance (MDCC).	
		If the delivery quoted by you does not meet BHEL’s delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL’s required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.	
7.	Payment Terms	Payment terms shall be as per GISTC. Please confirm your acceptance for the payment terms of GISTC. “Receipt and Acceptance” wherever referred	

(Signature of the Vendor with Seal)

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5773	ENQUIRY NO. B/4180/2020/0818V1 PACKAGE: SPARES FOR OIL MODULE PROJECT: (i) 800 MW GADARWARA (ii) 660 MW BARH
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ANNEXURE-C

		in payment terms clause of GISTC may be treated as "Receipt of material at site".	
		In case of deviation in payment terms w.r.t. tender conditions, offer shall be evaluated after loading on account of deviation in payment terms as per extended rules of BHEL.	
8.	Penalty for Late Delivery	In case of delay in supply of material beyond the agreed contractual delivery, Penalty for Late Delivery would be applicable @ 0.5% of the undelivered portion w.r.t. PO delivery per week of delay or part thereof subject to a maximum of 10% of the total value of each LOT. Please confirm. The date of GR (Goods Receipt)/ LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes. In case of any deviation to the above penalty clause, BHEL reserves the right to load the offers to the extent to which it is not agreed by vendors (at offered value).	
9.	Additional Technical Requirements	For Gadarwara Project <i>(Project wise break-up of requirement is mentioned at page 01 of Instructions to Bidders):</i> 1. Reference PIDs -113100U9105 Rev00 & 013100U9106-Rev02 is enclosed. 2. For broad scope, please refer document no.-4-18101-C6-010_REV01 & General CRS doc. no.-DSPPG-0066852 Rev O. 3. The spare should be properly packed in wooden box with steel strips in Green colour & should be properly labelled like Item description, KKS, PO etc. For Barh Project <i>(Project wise break-up of requirement is mentioned at page 01 of Instructions to Bidders):</i> 1. For broad scope, please refer specification document no.-4-18101-70-010_REV01 & General CRS doc. no.-DSPPG-0066852 Rev K. 2. Please refer sheet no.-1 & 2 of specification doc. no.-4-18101-70-010_REV01 for make/model & relevant applicable specification details mentioned in separate column against each type of instruments for reference. 3. Make & model has been fixed for instruments based on Barh main supply. 4. However, if any instruments make/model is obsolete in present scenario, 5. Its improved/advanced version to be offered without any change in process connection. 6. The spare should be properly packed in wooden box with steel strips in Green colour & should be properly labelled like Item description, KKS, PO etc. 7. Reference P&IDs-DSPPG-0093134_F (Oil mod Scheme) & DSPPG-0093139_E (Lifting oil system scheme) is enclosed.	
10.	Quality Requirements	Certificate of Compliance and Test Certificates as per Ordering documents required. Please confirm to provide the same.	

(Signature of the Vendor with Seal)

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5773	ENQUIRY NO. B/4180/2020/0818V1 PACKAGE: SPARES FOR OIL MODULE PROJECT: (i) 800 MW GADARWARA (ii) 660 MW BARH
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ANNEXURE-C

11.	MDCC clause	Please note that, material shall be dispatched only after issuance of Material dispatch clearance certificate (MDCC) by BHEL. For issuance of MDCC, you are required to submit all Certificate of Compliance and Test Certificates as per Ordering documents. BHEL will issue MDCC within 7 days of receipt of Certificate of Compliance and Test Certificates as per Ordering documents, if complete clear w.r.t. ordering documents. In case of any delay on account of BHEL, delivery shall be re-scheduled accordingly	
12.	Guarantee	Guarantee shall be 18 months from the date of dispatch. Guarantee certificate is to be provided along with shipping documents. Please confirm.	
13.	Operation & Maintenance Manual	O&M manuals are required. You are required to put 1 no. of O&M manuals (hard copy) & 1 CD ROM in the packing box and description of same should be appeared on the shipping / packing list. 1 CD ROM & 1 Hard copy of O&M manuals should be send to AGM (PPX-BOI) at BHEL—HEEP Haridwar, immediately after dispatch. Please confirm.	
14.	Additional Conditions for assessment	BHEL reserves the right to visit supplier's works to ensure the capability & capacity of execution of PO. Please confirm.	
		BHEL reserves the right to consider / Not-consider the offers based on the evaluation of documents submitted for the Pre-Qualification Criteria and clause No. 15 of this document.	
		BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.	
15.	Applicable taxes & duties:	Since input credit of GST shall be available to BHEL, no loading of GST would be done for Indian Bidders. However, Indian Bidders are required to inform / confirm following: • Please inform applicable rate of GST. • Please Inform GST registration No. • Please inform whether supplier is registered under Composite scheme of GST. If yes, no GST would be paid by BHEL to such suppliers. • Please inform HSN code of material • Please note that in case entry of GST will not appear on BHEL's GST portal within due time as per GST law, GST amount will be recovered by BHEL from vendors for such invoices	
		Any new tax structure (like Goods & Services Tax) as and when implemented by the Government of India shall become applicable in addition to or in lieu of existing tax structure. The evaluation of offers would be done as per the applicable Tax & Duty structure, prevailing on the date of opening of Price Bid.	

(Signature of the Vendor with Seal)

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5773	ENQUIRY NO. B/4180/2020/0818V1 PACKAGE: SPARES FOR OIL MODULE PROJECT: (i) 800 MW GADARWARA (ii) 660 MW BARH
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TECHNICAL SPECIFICATIONS

For seeking “technical specifications”, potential suppliers shall submit signed Non- Disclosure agreement (Duly signed and stamped at each page).

The request for “technical specifications” with above documents should reach BHEL-Haridwar latest by 27th October 2020. The technical documents will be provided in soft copy thru e-mail within 03 days of receipt of request and above mentioned documents. The request for technical documents received after 27th October 2020 may not be entertained. All requests shall be addressed to the following contact details:

Mr. Diwakar Vikram Singh Designation: Dy. Engineer (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: diwakarv@bhel.in Tel: +91 1334 28 1150	Mr. Amit Kumar Singh Designation: Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: amitksingh@bhel.in Tel: +91 1334 28 1150
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NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

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

AND

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

BACKGROUND

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

WHEREAS

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

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

NOW, THEREFORE, the Parties have agreed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Complete Address of Vendor)

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

Notices to BHEL shall be made at the following address:

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

Attention: _____(**Name of the PPX Incharge**)

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

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

Date :

Signed for and on behalf of

Signed for and on behalf of

(Name of Vendor)

BHEL

By:

By:

Title:

Title:

Signature:

Signature:

EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____(**Name of Vendor**)

and

BHARAT HEAVY ELECTRICALS LIMITED

dated:

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

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

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

EXHIBIT 2

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)**

and

Bharat Heavy Electricals Ltd.

dated:

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

For **(Name of Vendor)**

(Name of Person)

Tel.

Fax

Address.

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Sub- Additional Oil Module Instrument spare list for Gadawara

Sl.no.	Item description	KKS Code	Range	Spare qty required (In Nos)	Material code	Reference Specifications	Make / Model no.
1	DIFFERENTIAL PRESSURE SWITCH	MAV35CP016	0- 4.2 bar	2	W99318137206	PSD431/16 as per dr. no.-1930640, Index-B	Hydac
2	DIFFERENTIAL PRESSURE SWITCH	MAV42CP013	0-1.2 bar	2	W99318137214	PSD431/13 as per dr. no.-1930640, Index-B	Hydac
3	PRESSURE SWITCH	MAV21CP001, MAV42CP012, MAV42CP019	0.5-10 bar	2	W99318137192	As per drg.no.- 1930174, Index-D	IMI NORGREN, Cat. no.- 1811615000000000
4	TEMPERATURE SWITCH(THERMOSTAT)	MAV10CT011	0-100 degC	2	W99318137133	As per drg. no.- 4750332, Index-B	Jumo GmbH, Type-ATH- SW-22
5	PRESSURE GAUGE	MAV82CP501	-60-0 mbar	2	W99318137176	As per KUN.-672.01	Wika/612.20.100
6	PRESSURE GAUGE	MAV82CP502	-160-0 mbar	2	W99318137184	As per KUN.-672.01	Wika/612.20.100
7	LEVEL INDICATOR	MAV10CL521	850-1750 mm	2	W99318137095	As per drg.no.- 4750286, Rev-B	Ludwig Mohren KG, version-Stahl RSt 37-2

Sub- Electrical spare list for Oil Module for 660MW Barh Project

Sl. No.	ITEMS DESCRIPTION	Material code	QTY. REQD.	UNIT	KKS CODE	Make & Model no./Part no.	Reference Specification
1	RTD (RESISTANCE THERMOMETER) (Range-0-100 DegC) LUBE OIL MODULE	W99318137125	2	NOS.	MAV10CT001, MAV42CT001	Rosemount/ W-DYS(RK)31.618.446, SI.no.-03353904	Drg.no.-4750331 Rev-C
2	RTD (RESISTANCE THERMOMETER) (Range-0-100 DegC)- LUBE OIL MODULE	W99318137125	2	NOS.	MAV35CT001,	ROSEMOUNT , S.NO -03353911	
3	LEVEL INDICATOR (Range-650-1450 mm)- LUBE OIL MODULE	W99318137117	1	NO.	MAV10CL521	Mohren/ 2x Typ 408/34-015 A370+ 1x Typ 408/34-007 A620	DSPPG-0083545 Rev-A
4	THERMOMETER (Range-0-100 DegC)- LUBE OIL MODULE	W99318137141	2	NO.	MAV21CT501, MAV41CT501, MAV42CT501	WIKA, 0-100 DEG C, FLEXIBLE DIAL	Drg.no.-8170140 Rev-A
5	LOCAL GAUGES (Range-0-10 Bar)- LUBE OIL MODULE	W99318137150	1	NO.	MAV21CP501, MAV21CP505, MAV21CP506, MAV24CP501	Wika/ 233.30 NG100, MODEL NO.- 1104ER82 ,DIA -100MM	as per KUN672_01EN199403
6	LOCAL GAUGES (Range-0-400 Bar)- LUBE OIL MODULE	W99318137168	1	NO.	MAV31CP501, MAV32CP501, MAV35CP501	Wika/213.53 NG100, DIA-100MM ,S NO.-1105763986	as per KUN672_01EN199403
7	LOCAL GAUGES (Range- (-160 - 0 mbar)- LUBE OIL MODULE	W99318137184	1	NO.	MAV82CP501	Wika/ 612.20 NG100	as per KUN672_01EN199403
8	LOCAL GAUGES (Range- (-60 - 0 mbar)- LUBE OIL MODULE	W99318137176	1	NO.	MAV82CP502	Wika/ 612.20 NG100	as per KUN672_01EN199403
9	PRESSURE SWITCH (Range-0.5-10 Bar)-LUBE OIL MODULE	W99318137192	1	NO.	MAV21CP001, MAV42CP012, MAV42CP019	Norgren Herion/ 20D / 1811615	Drg no.-1930174 Rev-D
10	DP SWITCH (Range-0-4.2 Bar) - LUBE OIL MODULE	W99318137206	1	NO.	MAV35CP016	Hydac/ AE 70.5,0.P.VA	Drg no.-1930640 Rev-B
11	DP SWITCH (Range-0-1.2 Bar) - LUBE OIL MODULE	W99318137214	1	NO.	MAV42CP013	Hydac/ VL 2 GW.0 /V-113	Drg no.-1930640 Rev-B









Endress + Hauser 

Liquicap M

Made in Germany.
D-79689 Maulburg

Order code: FMI51-A1EGEJBSA1A
Ser. no.: F902F4010F0

L1 = 1100 mm

L = 1100 mm

FEI 50H
Output

0/12-30V DC
4-20mA HART

2E0002081-C

N12895









Endress+Hauser 

Liquicap M

Made in Germany.
D-79689 Maulburg

Order code: **FMI51-A1EGEJB3A1A**

Ser. no.: **F902F6010F0**

L1 = 1250 mm

L = 1250 mm

FEI 50H
Output:

U: 12 - 36V DC
4-20mA HART

280002081-C

N12895

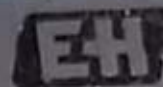








Endress+Hauser



Liquicap M

Made in Germany.
D-79689 Maulburg

Order code: **FMI51-A1EGEJB3A1A**
Ser. no.: **F902F9010F0**

L1 = 1300 mm

L = 1300 mm

FEI 50H
Output:

U: 12 - 36V DC
4-20mA HART

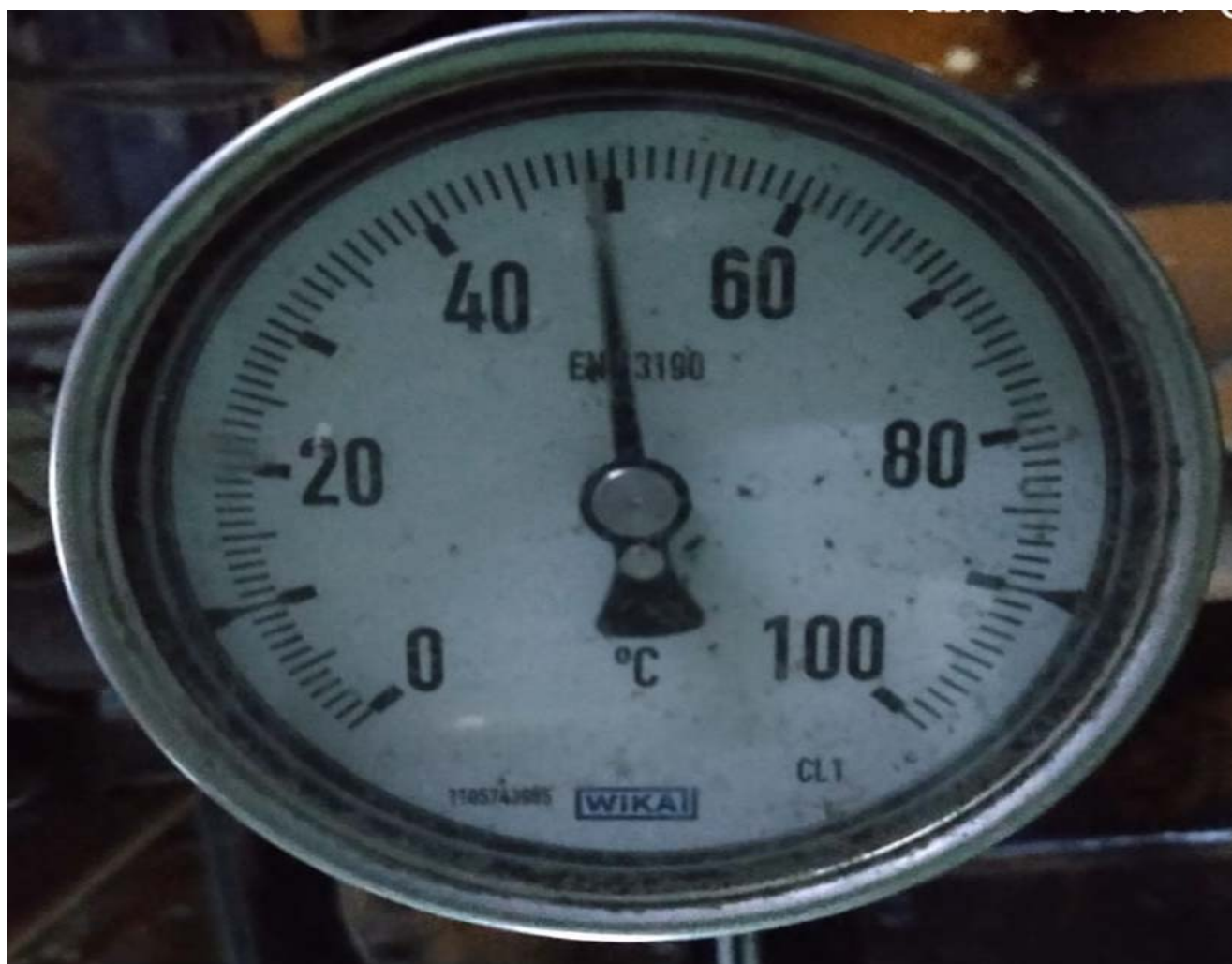
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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

Table of Contents

1. GENERAL	1
2. ORIGIN OF QUOTATION	1
3. SUBMISSION OF TENDER	1
4. TENDER OPENING	2
5. SPECIFICATION, DRAWINGS & STANDARD	2
6. PRICE SCHEDULE	3
7. REVERSE AUCTION	3
8. DELIVERY TERMS	4
9. PENALTY FOR LATE DELIVERY	4
10. PAYMENT TERMS	4
11. TAXES & DUTIES	5
12. BANK GUARANTEE	6
13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS	6
14. QUALITY REQUIREMENT	6
15. VALIDITY	6
16. RIGHT OF ACCEPTANCE	6
17. TRANSIT INSURANCE	7
18. RISK PURCHASE	7
19. FORCE MAJEURE CLAUSE	7
20. NON-DISCLOSURE AGREEMENT	8
21. SETTLEMENT OF DISPUTES / ARBITRATION	8
22. WHARFAGE / DEMURRAGE RESPONSIBILITY	8
23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS	8
24. INFORMATION TO THE BIDDERS	10
25. MAKE IN INDIA (GOVT-NOTIFICATION)	10
26. NOTE	11

1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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



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.



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)

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



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)

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

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

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

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

11. TAXES & DUTIES.

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

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

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

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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)

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.



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) 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.



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)

- 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



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)

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.



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)

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.



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)

- 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



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)

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."