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For tender documents
Tender no B/4011/7/0663V/1

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निविदा सूचना TENDER ENQUIRY

भारत हेवी इलेक्ट्रिकल्स लिमिटेड, हीप, हरिद्वार - 249 403 भारत
Bharat Heavy Electricals Ltd. HEEP, HARIDWAR-249 403 INDIA

AA-17001(A)

Phone : (0091)(01334) 227350-227356 (7 Lines) & 228350-51(2 Lines) •Telefax (0091) (01334) 226462 & 223948

TIN No. : 05001757277/30-09-05
C.S.T.No. : HR-5000030/16-03-65

निविदा सूचना सं. ENQUIRY NO.★	B/ 4011/7/0663V1	दिनांक Date	25-09-2017
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कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

M/S. OPEN TENDER

DUE DATE 23-10-2017

BHEL

HARIDWAR249403

Vendor Code 00001

INDIA

SL	MATERIAL CODE ITEM DESCRIPTION	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
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1	W90313181071 CALIBRATED FLOW NOZZLE ASSLY. (660 MW) AS PER ST45008 SPEC: ST45008 REV: 2 SIZE: L=13.1 METER DIM.: L=13.1 METER	2	NO	1	1 29/09/18
				2	1 28/11/18

2	W90313181101 CALIBRATED FLOW NOZZLE ASSLY. (800 MW) AS PER ST45009 SPEC: ST45009 REV: 01	5	NO	1	1 02/08/18
				2	1 15/08/18
				3	1 16/08/18
				4	1 18/02/19
				5	1 21/05/19

**** 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 price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Special Instructions:

INSTRUCTIONS TO BIDDERS, PQR, ADDITIONAL TERMS & CONDITIONS (ANNEXURE-C) & GISTIC ATTACHED.

General Instructions:

Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTIC) for Tender Enquiries. All the bidders/vendors must ensure compliance of these GISTIC (VERSION: JUNE -2017, REV. 01).

Terms & Conditions printed overleaf of this Standard Tender

Enquiry Format is null & void.

GISTIC (VERSION: JUNE -2017, REV. 01) can also be referred by login to B2B Portal for Vendors.

MANOJ KUMAR
Dy. Mgr. (PPX-BOI)

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5834/4175	ENQUIRY NO. B/4011/7/0663V/1 PACKAGE: CALIBRATED FLOW NOZZLE ASSLY. PROJECT: KRISHNAPATNAM, UPPUR, NORTH CHENNAI, ENNORE & VIJAYWADA DATE OF ISSUE OF ENQUIRY: 25/09/2017 ENQUIRY DUE DATE: 23/10/2017 (BY 1345 HRS IST)
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INSTRUCTION TO BIDDERS

1. SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for the supply of Calibrated Flow Nozzles for Rourkela Project as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Total Quantity	LOT Quantity & Date for Supply Completion	Project
1	Material Code W90313181071 CALIBRATED FLOW NOZZLE ASSLY. (660 MW) AS PER ST45008 SPEC: ST45008 REV: 02	2 NO	LOT 1 (1 NO): 29/09/18 LOT 2 (1 NO): 28/11/18	2X660MW ENNORE
2	Material Code W90313181101 CALIBRATED FLOW NOZZLE ASSLY. (800 MW) AS PER ST45009 SPEC: ST45009 REV: 01	5 NO	LOT 1 (1 NO): 02/08/18	1X800 MW NORTH CHENNAI
			LOT 2 (1 NO): 15/08/18	1X800 MW VIJAYWADA
			LOT 3 (1 NO): 16/08/18	1X800 MW KRISHNAPATNAM
			LOT 4 (1 NO): 18/02/19	2X800 MW UPPUR
			LOT 5 (1 NO): 21/05/19	

2. PROJECT INFORMATION

Project Name	1X800 MW KRISHNAPATNAM TPS	1X800 MW NORTH CHENNAI TPS
Name of the End Customer	ANDHRA PRADESH POWER GEN CO LTD	TANGEDCO
Consignee Address	ASSISTANT DIVISIONAL ENGINEER SDSTPS 800 MW STAGE-II/CONST. NELATUR(V), MUTHUKUR(M), SPSR NELLORE DT. PIN 524344	1X800 MW NORTH CHENNAI TPS TAMIL NADU

Project Name	1X800 MW VIJAYWADA TPS	2X800 MW UPPUR TPS
Name of the End Customer	ANDHRA PRADESH POWER GEN CO LTD	TANGEDCO
Consignee Address	THE DIVISIONAL ENGINEER(STORES & SERVICES), DR.NTPS STAGE-V, APGENCO, IBRAHIMPATNAM, KRISHNA, DISTT, ANDHRA PRADESH - 521456	SE/PROJECTS/UPPUR STPP TAMIL NADU, GENERATION AND DISTRIBUTION CORPORATION LIMITED INDIA.

Project Name	2X660 MW ENNORE TPS
Name of the End Customer	TANGEDCO
Consignee Address	SE/PROJECTS/ENNORE SEZ STPP, TAMIL NADU GENERATION AND DIST CHENNAI-600120

3. EARNEST MONEY DEPOSIT (EMD)

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

Details	Amount In INR	Amount in Foreign Currency	Type
EMD	Rs. 2,00,000/-	Equivalent amount as on date of tender opening	Refundable



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

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

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

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.

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.
- 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:

- Earnest Money Deposit (EMD)/details of EMD in case of E-Payment.
- Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting



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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. (as per **ANNEXURE-B**)
- 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. Quality Plan in in line with ordering documents in enclosed QP format.
- f. Commercial Terms & Conditions
- g. 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.
- h. Un-Priced replica of Price Bid
- i. **Supplier Registration Form (SRF):** Online Registration Portal is operational in BHEL. Bidders not registered at BHEL – Hardwar for this item, have to apply through Online Registration portal, <https://supplier.bhel.in/>. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. One set of hard copy of the filled up Supplier Registration Form (SRF) downloaded from Online Registration Portal duly signed and stamped has to be submitted along with the offer.

[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".

- 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..... DUE ON 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.



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

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

(Ashish Gupta)
Sr. DGM (PPX/BOI)

For 1x800 MW Krishnapatnam
 2x800 MW Uppur
 1x800 MW North Chennai
 2x660 MW Ennore
 1x800 MW Vijayawada

ANNEXURE-A

PRE-QUALIFICATION REQUIREMENT
CALIBRATED FLOW NOZZLE ASSEMBLY
(For 660 MW and above Rating Sets)

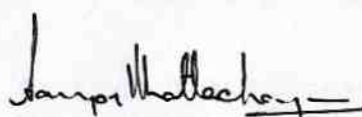
Sl. No.	Pre-Qualification Requirements	Vendors Confirmation Indicating page no. where documents are placed
1(a)	The Bidder should have Designed, Engineered, Manufactured, Tested as per ASME PTC-6 -2004, Long radius low Beta ratio throat tap flow nozzle assembly of 16 " or higher ID containing four (4) tap sets and supplied one (1) number each in at least two different Thermal Power Plants with units having capacity of 500 MW or above. Also the above thermal power plant units should have been performance tested using the above flow nozzle, as on date of submission of bid. Or The Bidder should have Designed, Engineered, Manufactured, Tested as per ASME PTC-6 -2004, Long radius low Beta ratio throat tap flow nozzle of 16 " or higher ID containing four (4) tap sets and supplied at least two (2) numbers of flow nozzle to Siemens for use in thermal power station. In both above cases, the date of commissioning / synchronization of thermal power units should not exceed 8 years from the date of opening of bid for subject nozzles. Bidder to provide proof of qualifying nozzles as per clause 1(c) below.	
1(b)	The bidder should have got the flow nozzle calibrated in a Laboratory of international repute, preferably by Weigh tank method with Reynolds number, Water Temperature and other flow conditions as close as possible to actual operating condition. Wherever, it is not possible to calibrate flow nozzle at the actual operating condition, the calibration Reynolds number should have been obtained in accordance with paragraph 4.8.16 of ASME PTC-6-2004. While calibrating the nozzle, the transition region of Reynolds number from 1.0 million to 4.0 million should have been covered.	

Prabhat Singh

Jaganathan
 14/8/17

1(c)	Bidder to submit following documents in support of above clauses 1(a) and 1(b): 1. Experience list of supply of flow nozzle for 500 MW or above rating thermal sets. 2. Details of engineering, manufacturing, and testing and calibration facilities include the accreditation details of Laboratory in which wet calibration of flow nozzle was performed for nozzles in clause 1(a). Further bidder to inform name and accreditation details of laboratory proposed for calibration if different from earlier laboratory. 3. Copies of Un-priced purchase orders (PO) for qualifying flow nozzles satisfying clauses 1(a) and 1(b). 4. Drawing Documentation / Test certificates for qualifying flow nozzles, duly correlating PO No. / Serial no of Package as mentioned below: 4.1) Detailed cross-section and assembly drawings of flow nozzle. 4.2) A copy of the design calculation for nozzle(s) indicating clearly the calculation formula and the various correction factors like density correction, scale expansion etc. the bidder have applied in the calculations. 4.3) Wet calibration test certificate of flow nozzle as per ASME PTC-6-2004. It should at least include copies of calibration for each tap set (including tap sets for which calibration may have not met ASME PTC-6-2004 criteria) indicating nozzle/ pipe diameter and calibration conditions, including calibration curves, calibration data and calibration results. 5. Copies of end user certificate, indicating the date of commissioning of the plant and successful operation of flow nozzle assembly during performance testing of the thermal set.	
2	Please note If the Design Parameters, Guaranteed Figures, Equipment Features etc., are not clearly brought out in the bid or not supported by the information required as per specification, or have not been considered in bidder's offer, in accordance with specification requirements of reliability, availability, operability and maintainability of the equipment, then BHEL has right to reject the bid(s) of such bidder(s).	

Note: BHEL would open the price bid of only those bidders, who fulfill pre-qualification requirements.


14/8/17



ANNEXURE-B

Terms & Conditions of Reverse Auction

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

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

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

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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 (GISTC)”, 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 will be done on the basis of total landed cost with cost involved for delivery up to final project site. However, evaluation shall be done for 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. Quality Plan for BHEL & Customer (if foreseen) approval 5. Proof of applying online for registration with BHEL – Haridwar for this item on our website (https://supplier.bhel.in/) (For vendor's not registered at BHEL, Haridwar for this item) 6. Any other document as specified in “Instructions to Bidders”.	
4.	Validity	Confirm that the validity of the offer shall be 180 days from the due date of opening of Techno-Commercial offers.	
		It should also be noted that offers quoting the validity less than 180 days from EOD (Enquiry Opening Date), may not be considered by BHEL.	
5.	Delivery	Please note that material is required as per the deliveries mentioned in lot date of enquiry. Please quote your deliveries accordingly in no. of weeks from the date of PO considering below mentioned clause of document approval and time required by BHEL for issue of Material dispatch clearance (MDCC).	
		If the delivery quoted by you does not meet BHEL's delivery requirement /	

(Signature of the Vendor with Seal)

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ANNEXURE-C

		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.	
6.	Engineering Document/ Document approval	Drawings/Data sheets/documents as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.	
7.	Payment Terms	BHEL's standard payment term is Payment After Receipt of Material/Item at BHEL Project Site. Please confirm your acceptance for these payments terms. Mode of Payment will be submission of shipping / dispatch documents direct to BHEL. Pl confirm. Material receipt from BHEL will be part of negotiation documents for Payment.	
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 total order value (each LOT) per week of delay or part thereof subject to a maximum of 10% of the total order value (each LOT). Please confirm.	
		For Supplies from outside India, the date of OBL (Original Bill of Lading)/ Air Way Bill (AWB) would be treated as the date of delivery for penalty purposes.	
		For Supplies within India, 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	Design, Manufacturing, Calibration of Flow Assembly shall be as per ASME PTC 6-2004. Please confirm.	
		Please inform name of Laboratory where calibration to be carried-out. BHEL approved laboratories for calibration of Flow Nozzles (800 MW sets) are Venturi Calibration Services CZ, Hams Hall UK & Alden Flow Laboratory (Holden, MA).	
		In case of offer from other than BHEL approved laboratory, please also submit credentials of laboratory (like- calibration reports of similar nozzles calibrated at this laboratory, reference list etc.) for review & approval by BHEL. Calibration is to be done only in BHEL approved laboratories. BHEL reserve the right to approve or reject the new lab based on credentials of Lab.	
		For ease of transportation, it is desired to provide an interlocking flange joint. Interlocking flange joint preferably be provided near center of the assembly. This interlocking flange joint to be opened for shipping after calibration both parts of nozzle assembly shall be blanked at the ends & filled with nitrogen. Nitrogen filling will be done (for preservation) before dispatch. Please confirm.	
		To avoid loss of root valves and / or spare gaskets packed with nozzles, Supplier	

(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 5834/4175	ENQUIRY NO. B/4011/7/0663V/1 PACKAGE: CALIBRATED FLOW NOZZLE ASSLY. PROJECT: KRISHNAPATNAM, UPPUR, NORTH CHENNAI, ENNORE & VIJAYWADA DATE OF ISSUE OF ENQUIRY: 25/09/2017 ENQUIRY DUE DATE: 23/10/2017
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ANNEXURE-C

		should tie these loose items to the pipe body using wire or other suitable sturdy material.	
		As the assembly is calibrated, the nozzle joint should not be opened before use. To prevent accidental opening of nozzle flange, supplier to provide a metal clamp with the words "do not open" written on it. The clamp to be fixed across the flange & connected to any of the studs.	
10.	Quality Requirements	Please furnish your detailed quality plan in line with ordering documents in enclosed QP format along with offer.	
		Testing and certification would be done as per ordering documents and finally agreed quality plan. Please confirm	
11.	MDCC clause	Please note that, material shall be dispatched only after issuance of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TC) and inspection report of third party (IR) in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs & IR in hard copy, if complete clear w.r.t. approved quality plan and comply with approved technical documents. In case of any delay on account of BHEL delivery shall be re-scheduled accordingly	
12.	Guarantee	Guarantee shall be 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier. Guarantee certificate is to be provided along with shipping documents.	
13.	Reverse Auction	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Online sealed bid" in the Reverse Auction. Non-submission of "Online Sealed Bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Detailed terms and conditions for RA are enclosed (refer Annexure-B)	

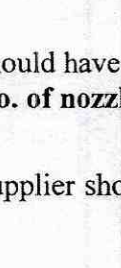
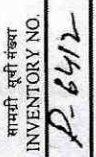
(Signature of the Vendor with Seal)

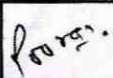
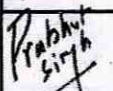
MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM		QP NO.									
				DATED									
		DRG. NO.	AS PER PO										
		SPEC.	AS PER PO										
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS	
1	2	3	4	5	6	7	8	9	D	M	B	N	11

MANUFACTURER/SUBCONTRACTOR		LEGEND:	FOR CUSTOMER USE	
		! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.		APPROVED BY
		M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		

दिनांक एवं हस्ताक्षर SIGN & DATE 42		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		ST45009 पृष्ठ 6 का 1 Page 1 of 6																															
		Based on standard : ASME PTC 6 2004																																	
सुपरसेड INVENTORY NO.	TECHNICAL SPECIFICATION FOR CALIBRATED FLOW NOZZLES (850 MW)																																		
भारती सूची संख्या की अधिकतम संख्या है	1.0 GENERAL This specification calls for supply of calibrated long radius, low beta ratio throat tap flow nozzle assembly(ies) for the accurate determination of primary flow in the Performance Guarantee test on the TG set of the project indicated in sheet-5.																																		
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	2.0 SCOPE Supply of calibrated flow nozzle assembly(ies) comprising primary flow element, flow straightener(s), end (& middle) flanges, gaskets (including one extra set for future use), requisite zinc plated bolts/studs & nuts, upstream and downstream pipe sections and suitable root valves for tap sets. Each of the four pressure tap sets shall be 90° apart and calibrated as per ASME PTC-6-2004.																																		
	3.0 TECHNICAL REQUIREMENTS Long Radius, low beta ratio throat tap flow nozzle assembly is to be designed as per para 4.8.4 to 4.8.11 of "ASME PTC-6 2004", "ASME PTC 19.5 -Flow Measurement" along with data in Sheet No. 5. The overall dimensions & design of the flow meter(s) should match with those indicated in sketch in sheet No. 6. Major technical requirements are reproduced as follows:																																		
स्वत्वधिकार एवं गोपनीय यह मान्य है की यह दस्तावेज भारत भारती लिमिटेड का संपत्ति है। इसका प्रयोग एवं प्रसारण अन्य से किसी भी तरह से बिना भारत भारती लिमिटेड की लिखित अनुमति के बिना नहीं किया जाये।	a) The flow nozzle(s) shall be designed, manufactured and calibrated as per ASME PTC-6 2004. b) The supplier should calibrate the nozzle(s) preferably by Weigh tank method with Reynolds number, Water Temperature & other flow conditions as close to test conditions as possible. When it is not possible to calibrate at the test Reynolds number, the calibration Reynolds number should be obtained in accordance with para 4.8.16 of ASME PTC-6-2004. While calibrating, the transition region from 1.0 million to 4.0 million should be established. It is recommended that the value of the coefficient be established at the highest Reynolds No. possible, to minimize the effects of the transition region (in accordance with para 4.8.13 of ASME-PTC-6-2004). It is recommended that nozzles be sized to produce throat Reynolds Nos. beyond this range if possible to avoid effects of the Transition region as described in para 4.8.17, pg.37 of ASME-PTC-6-2004. c) The supplier should get the flow nozzle calibrated only at a recognized facility having international repute. Calibration should be separately conducted on each pairs of four taps & preferably consist of at least 20 separate acceptable points over a wide range of Reynolds Nos. For each set of selected taps, the calibration curve shall be within 0.25% of the reference curve and shall have the same slope. The reference curve is given in fig. 4.10 & table 4.2 on pg. 37 of ASME PTC-6-2004. The calibration of the flow nozzle shall comply with the conditions listed in clause 4-8.14 and 4-8.15 on pg. 36 & 37 of ASME PTC-6-2004.																																		
दिनांक एवं हस्ताक्षर SIGN & DATE 21/7/17	<table border="1"> <tr> <td>TSX</td> <td>LALIT KUMAR</td> <td>अनुवादक BY</td> <td>TRANSLATED</td> <td>नाम NAME</td> <td>दिनांक एवं हस्ताक्षर SIGNATURE & DATE</td> </tr> <tr> <td>MEMBER-PSC</td> <td>NEELU GARG</td> <td>निर्माणकर्ता WORKED BY</td> <td>POORAN CHANDRA VERMA</td> <td></td> <td>26/07/17</td> </tr> <tr> <td>QAX</td> <td>S.K. CHAUHAN</td> <td>जांचकर्ता CHECKED BY</td> <td>PRABHAT SINGH</td> <td></td> <td>26/07/17</td> </tr> <tr> <td>सहमत विभाग AGREED DEPTT.</td> <td>नाम NAME</td> <td>दिनांक एवं हस्ताक्षर DATE & SIGNATURE</td> <td>पर्यवेक्षणकर्ता SUPERVISED BY</td> <td></td> <td></td> </tr> <tr> <td colspan="3"> SUPERSEDES REV.NO. 01 Dt. 26/07/2017 CHANGE ADVICE NO. STE-17-06 26-07-17 </td> <td> स्वीकृति APPROVED : S. BHATTACHARYA AGM (STE) निर्माण PREPARED : STE-TC </td> <td> जारी ISSUED : TSX </td> <td> Gr. NO. 2.83 दिनांक DATE : 01.09.2011 </td> </tr> </table>					TSX	LALIT KUMAR	अनुवादक BY	TRANSLATED	नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE	MEMBER-PSC	NEELU GARG	निर्माणकर्ता WORKED BY	POORAN CHANDRA VERMA		26/07/17	QAX	S.K. CHAUHAN	जांचकर्ता CHECKED BY	PRABHAT SINGH		26/07/17	सहमत विभाग AGREED DEPTT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	पर्यवेक्षणकर्ता SUPERVISED BY			SUPERSEDES REV.NO. 01 Dt. 26/07/2017 CHANGE ADVICE NO. STE-17-06 26-07-17			स्वीकृति APPROVED : S. BHATTACHARYA AGM (STE) निर्माण PREPARED : STE-TC	जारी ISSUED : TSX	Gr. NO. 2.83 दिनांक DATE : 01.09.2011
TSX	LALIT KUMAR	अनुवादक BY	TRANSLATED	नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE																														
MEMBER-PSC	NEELU GARG	निर्माणकर्ता WORKED BY	POORAN CHANDRA VERMA		26/07/17																														
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सहमत विभाग AGREED DEPTT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	पर्यवेक्षणकर्ता SUPERVISED BY																																
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भारती सूची संख्या INVENTORY NO. P-6412																																			

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दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		ST45009 पृष्ठ 6 का 2 Page 2 of 6	
दिनांक एवं हस्ताक्षर SIGN & DATE	SUPERSEDES INVENTORY	d) The flow nozzle(s) shall be made from corrosion resistant material with known thermal expansion coefficient (as per clause 10 on page 5 of 6 of this document). Its surface should be hydraulically smooth and have a 0.4 microns or better finish and shall be free from all burrs, scratches, imperfections or ripples. For additional requirements on the design and manufacture of the nozzle(s) and its pressure taps, refer paras. 5.1, 5.2, 5.3, 5.4 of ASME PTC 19.5-Flow Measurement & paras 4.8.6 & 4.8.7 of ASME PTC-6-2004. e) The flow straightener shall be of Perforated or tubed plate design with non-uniform hole distribution (<i>also called Gallagher Straightener</i>) as shown in Fig 4.5 & described in Para 4.8.4 & Table 4.1 on Pg. 30 & 32 of ASME PTC-6-2004. f) The bidder should confirm that in case the calibration curves are not within the limits prescribed in ASME PTC-6, they will manufacture fresh flow nozzle(s) and calibrate it to achieve the calibration regimes of ASME PTC-6 and supply the new piece(s) without any price / delivery implications. g) The total length of the flow assembly including flow straighteners; upstream & downstream machined pipe length; flanges of size Nb450 CL400 RF Weld neck type as per ANSI-B16.5 etc. is to be exactly as indicated in the sketch in sheet No.6 of this document. The upstream & downstream pipe should be without any weld joint and should be internally machined for a length of 4D & 2D respectively in accordance with clause no: 5-3 of ASME PTC-19.5. For ease of transportation and installation, it is proposed to provide an interlocking flange joint near the center of assembly & this joint should have a failsafe arrangement (like pin etc) to be assemble it exactly as it was during calibration. This joint to be opened for shipping after calibration. h) The external surfaces of the assembly shall be suitably painted with one coat of rust preventive primer and minimum one coat of heat resistive paint suitable for 160 Deg C application, to avoid rusting due to sea transportation (if applicable) and open storage at site for period up to one year. The end faces shall be provide with suitable covers and conservation shall be done by filling Nitrogen and blanking the nozzle at the ends to avoid rusting/ damage of the pipe internals. The nozzle shall remain filled with nitrogen until installation for Performance Test. Alternatively if supplier is not able to provide Nitrogen filling then the internals of the pipe should be provided with suitable conservation (like Volatile Corrosion Inhibitor). Open ends of upstream and downstream taps should be sealed with covers to prevent damages to thread. The nozzles shall be packed in suitable seaworthy crates to avoid damage during transport and temporary storage before use at site. i) Serial No. of the nozzle, tag FP01 should be clearly indicated on a name plate permanently affixed to the assembly. Tap set identification mark(s) shall also be hard punched as well as painted in large letters on the assembly so that they can be easily identified by the customer at site. These should also be clearly indicated in the assembly drawing. j) The nozzle should be placed in box with name plate facing upward. The box should have arrow mark indicating upper direction and should at least carry name of supplier, S.No. of nozzle, Name of the project, package size, gross weight and net weight. k) To avoid loss of Root Valves and/ or Spare Gaskets packed with nozzles, Supplier should tie these loose items to the pipe body using wire or other suitable sturdy material.			
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company					
स्वाधिकार एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत भारती लिमिटेड की संपत्ति है। इसका प्रयोग एवं प्रसारण केवल केवल के लिए ही किया जा सकता है। इस दस्तावेज को बिना भारत भारती लिमिटेड की अनुमति के किसी भी तृतीय पक्ष को प्रसारित नहीं किया जा सकता है।					
दिनांक एवं हस्ताक्षर SIGN & DATE 	REV. NO.:01		निर्माणकर्ता WORKED BY POORAN CHANDRA VERMA		25/07/17
दिनांक एवं हस्ताक्षर SIGN & DATE 			जांचकर्ता CHECKED BY PRABHAT SINGH		26/07/17

निम्न एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		ST45009 पृष्ठ 6 का 3 Page 3 of 6	
SUPERSEDES INVENTORY	मापनी सूची संख्या से अधिकतम संख्या है	4.0 DOCUMENTS TO BE SUBMITTED WITH OFFER 1) A copy of the design calculation for the nozzle(s) indicating clearly the calculation formula & the various correction factors like Buoyancy factor, Density correction, scale expansion etc. the bidder intends to apply in the calculations. 2) A typical flow calibration curve for a flow nozzle supplied earlier as per ASME PTC-6 2004 requirements. 3) Preliminary drawing of nozzle assembly and nozzle cross sectional drawing. 4) A quality plan on prescribed format. 5) Details of Manufacturing, testing & calibration facilities. 6) Experience list of supply of flow nozzle for similar rating supercritical thermal sets.			
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.		5.0 DOCUMENTS TO BE SUBMITTED FOR DESIGN APPROVAL (after Placement of order) 1) Drawings of the flow section with details of different components, material details and dimensions. 2) Final flow calculation as per ASME PTC-6 2004. 3) An assembly drawing showing the location and assembly of all major components including the location of the marks showing tap set Nos. 4) Quality plan. 5) Supplier shall not make any changes in drawings & materials after approval of documents without permission of BHEL.			
स्वत्वाधिकार एवं गोपनीय इस दस्तावेज में दी गई प्रमाण पत्र हेतु उपयोग के लिए है। इसका प्रमाण एवं उपयोग के बिना किसी भी प्रकार से इस दस्तावेज को न किये जाए।		5.1 Flow nozzle assembly should be manufactured based on drawings approved by BHEL as per 5.0 above. 5.2 INSPECTION & TEST CERTIFICATES The following minimum tests shall be carried out as per BHEL approved drawings/ and applicable standards. 3 hard copies of test certificates and 1 soft copy in pdf format shall be submitted for all the tests listed below before packing and dispatch of nozzles. 1) Material tests for all major components (i.e.) Nozzle, Steel pipes, Flanges, fittings, etc 2) Magnetic particle or liquid penetrant examination for each pressure taps as per ASME Sect.V. 3) 100 % Radiographic examination of butt welds as per ASME Sect.VIII. 4) Hydrostatic pressure test of complete meter run at 1.5 times of design pressure for minimum 30 minutes with proof of test. 5) Surface finish measurement for Nozzles satisfying the requirements of ASME PTC-6 2004 and ASME PTC-19.5 as stated in para 3(d) above.			
निम्न एवं हस्ताक्षर SIGN & DATE 		5.3 WET CALIBRATION Calibrations on nozzle as per ASME PTC-6 2004. Copies of calibration for each tap set indicating nozzle/pipe diameter and calibration conditions, including curves and calculation data shall be submitted for review and acceptance before packing and dispatch of nozzles.			
मापनी सूची संख्या INVENTORY NO. P-6412	REV. NO.: 01		निर्माणकर्ता WORKED BY जांचकर्ता CHECKED BY	POORAN CHANDRA VERMA PRABHAT SINGH	 26/07/17  26/07/17

निम्न एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)								ST45009		
										पृष्ठ 6 का 4 Page 4 of 6		
<u>PRESCRIBED FORMAT FOR QUALITY PLAN</u>												
SUPERSEDES INVENTORY	मासकी सूची संख्या को अतिरिक्त करता है	S. No	COMPONENT OPERATION	CHARACTERISTICS	CLASSIFICATION	TYPE OF CHECK	QUANTUM	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY P W V	REMARKS
		1	2	3	4	5	6	7	8	9	10	11
<u>INSTRUCTIONS FOR FILLING QUALITY PLAN</u>												
The quality plan shall include all the quality control measures and check adopted by the vendor to ensure that the material/ components/ assembly/ services supplied by the vendor meet /will meet the requirements as per specifications and good practices. They shall include all stages of operation such as materials, process, machining, assembly, calibration, painting, packing & dispatch. The following guidelines for filling the Quality plan may be noted: Column 1- Serial Number Column 2- Component / operation. The component and / or operation being checked shall be given here. Column 3-Characteristics - The characteristic being checked shall be given here (e.g.) Chemical composition, mechanical properties, leak tightness, surface defects, etc. Column 4- Category CR stands for critical characteristic affecting the safety of equipment and personnel. MA stands for major characteristic affecting performance, reduction in life, large down time.M1 stands for minor characteristic affecting appearance. Column 5-Type of check: like chemical analysis, tensile testing, hydraulic test, visual examination, radiography, etc. Column 6- Quantum of check such as 100%, 10%, 1 per Heat, etc. Column 7- Reference documents - Documents such as Technical specifications, drawings, standard specifications (BS, ANSI, ASME, DIN, IS, etc.), procedure etc. according to which the checks are done. Column 8- Acceptance norms-BHEL approved drawings, Standards etc. according to which the acceptability or otherwise of the characteristics being checked is decided. Column 9- Format of Records - Formats, log sheets, reports, etc. in which the observations are recorded. Standard log sheets, reports, format, etc. of the vendor shall be numbered and such reference numbers shall be included here. Column 10-12 -Agency - The agency which performs the test/inspection shall be written in the sub-column P. The agency which witnesses the tests shall be written in the sub-column W & the agency which verifies the tests certificates/inspection records shall be written in the sub-column V.												
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स्वत्वधिकार एवं गोपनीय इस प्रलेख में की गई सूचना भारत भारी गैरविद्युत्तंत्र लिमिटेड की संपत्ति है इसका प्रलेख एवं आगमन रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।												
निम्न एवं हस्ताक्षर SIGN & DATE												
मासकी सूची संख्या INVENTORY NO.	REV. NO. :01	निर्माणकर्ता WORKED BY		POORAN CHANDRA VERMA		जांचकर्ता CHECKED BY		PRABHAT SINGH		26/07/12 26/07/12		

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38	REV. NO. 01	निर्माणकर्ता WORKED BY POORAN CHANDRA VERMA	जांचकर्ता CHECKED BY PRABHAT SINGH	26/07/17	26/07/17																
सावधानी सूची संख्या INVENTORY NO. P-6412	REV. NO. 01																				
निर्माण एवं हस्ताक्षर SIGN & DATE 31/7/17	1) SERVICE : CONDENSATE FLOW TO DEAERATOR 2) TAG NO. : FP01 3) QUANTITY : 1 NO. 4) LINE FLUID : CONDENSATE (DM WATER) 5) OPERATING DATA <table border="1"> <thead> <tr> <th></th> <th>100 % LOAD (Design Point)</th> <th>80 % LOAD</th> <th>MAXIMUM LOAD</th> </tr> </thead> <tbody> <tr> <td>FLOW (T /Hr)</td> <td>1769.46</td> <td>1415.712</td> <td>1908.260</td> </tr> <tr> <td>PRESSURE(Kg/cm² abs)</td> <td>11.90</td> <td>9.93</td> <td>12.63</td> </tr> <tr> <td>TEMPERATURE (°C)</td> <td>150.3</td> <td>143.8</td> <td>152.5</td> </tr> </tbody> </table> 6) PIPE SIZE : O.D. = 457.00 mm : I.D. = 431.60 mm : Thickness = 12.70 mm 7) PIPE MATERIAL : SA106 Gr C. 8) PIPE STANDARD : ANSI B 36.10 9) TYPE OF FLOW ELEMENT : LOW BETA RATIO THROAT TAP NOZZLE 10) MATERIAL OF FLOW ELEMENT : 316L/321 SS or Equivalent 11) TYPE OF MOUNTING : Flanged (WNRF) 12) TYPE OF TAPPING : Throat Taps 13) NO.OF TAPPING POINTS : FOUR Pairs 14) TYPE OF FLOW STRAIGHTENER : Perforated or Tubed Plate (As per Fig. 4.5, ASME PTC-6-2004) 15) GRADIENT : Horizontal 16) ALLOWABLE PRESSURE LOSS : Approx 1.0 Kg/cm² at 100 % load 17) DESIGN & CALCULATIONS : As per ASME PTC-6-2004 & ASME PTC 19.5-2004 Flow Measurement 18) CALIBRATION CURVES & DATA : Required for each pair of tapings. Data indicating Cd_{theo} & Cd_{practical} to be furnished. 19) DIFFERENTIAL AT 100% LOAD : Preferably 1.5 Kg/cm² 20) INSTRUMENT RANGE : 0-2.5 Kg/cm² Dp transmitter 21) LIST OF REFERRED STANDARD : ASME PTC-6, ASME PTC-19.5, ANSI-B16.5, ANSI B36.1, ASME Sect. V, ASME Sect. VIII						100 % LOAD (Design Point)	80 % LOAD	MAXIMUM LOAD	FLOW (T /Hr)	1769.46	1415.712	1908.260	PRESSURE(Kg/cm ² abs)	11.90	9.93	12.63	TEMPERATURE (°C)	150.3	143.8	152.5
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सावधानी सूची संख्या INVENTORY NO. P-6412	REV. NO. 01																				

सामग्री सूची संख्या INVENTORY NO. P6412	दिनांक एवं हस्ताक्षर SIGN & DATE <i>[Signature]</i> 25/7/17	स्वत्व अधिकार एवं गोपनीय This drawing is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	मातृ सूची संख्या को अधिकृत करना है SUPERSEDES INVENTORY	दिनांक एवं हस्ताक्षर SIGN & DATE																				
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Nb 450, CL 400 RF WELDNCK FLANGE AS PER ANSI B-16.5 FOR CONNECTION WITH CONDENSATE PIPE SUPPLIER'S SCOPE FLANGE JOINT FOR DISASSEMBLY AFTER CALIBRATION (NOTE : PROVISION FOR ACCURATE ALIGNMENT AND REASSEMBLY, SUCH AS PINS MUST BE BUILT INTO FLANGE JOINT) <table border="1"> <thead> <tr> <th colspan="6">DESIGN DATA</th> </tr> <tr> <th>PIPE O.D.</th> <th>PIPE THICKNESS</th> <th>PIPE MATERIAL</th> <th>DESIGN PRESSURE</th> <th>TEST PRESSURE</th> <th>DESIGN TEMP.</th> <th>DESIGN CODE</th> </tr> </thead> <tbody> <tr> <td>457.00</td> <td>12.70</td> <td>SA 106 GrC</td> <td>48 Kg/cm²</td> <td>720 Kg/cm²</td> <td>160 Deg C</td> <td>ANSI B36.1</td> </tr> </tbody> </table> All Dimensions in mm						DESIGN DATA						PIPE O.D.	PIPE THICKNESS	PIPE MATERIAL	DESIGN PRESSURE	TEST PRESSURE	DESIGN TEMP.	DESIGN CODE	457.00	12.70	SA 106 GrC	48 Kg/cm ²	720 Kg/cm ²	160 Deg C	ANSI B36.1
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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

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

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

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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

6. PRICE SCHEDULE.

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

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

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

7. REVERSE AUCTION.

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

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

8. DELIVERY TERMS.

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

9. PENALTY FOR LATE DELIVERY.

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

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

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

10. PAYMENT TERMS.

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

11. TAXES & DUTIES.

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

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

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

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

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

12. BANK GUARANTEE.

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

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

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

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

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY

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

16. RIGHT OF ACCEPTANCE.

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

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

17. TRANSIT INSURANCE.

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

18. RISK PURCHASE.

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

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

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

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BHARAT HEAVY ELECTRICALS LIMITED

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

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

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

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

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

24. INFORMATION TO THE BIDDERS.

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

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**BHARAT HEAVY ELECTRICALS LIMITED**

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General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**For Indian Bidders (Version June-2017,Rev: 01)****25. 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 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.

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23. NOTE.

1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

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

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

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

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

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

- d) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.
- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.
- g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com

- i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- j) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.

4. TENDER OPENING.

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

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

6. PRICE SCHEDULE.

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

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

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

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

g) Evaluation of Indian Agents Commission:

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

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

h) While submitting your bids please clearly indicate:

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

7. REVERSE AUCTION.

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

8. DELIVERY TERMS.

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

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

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- h) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- i) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is mandatory to be provided. However a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- j) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and / or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any paid by BHEL (for stated reasons).
- k) **The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will have to forego Input Credit on GST.**
- l) While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- m) If cargo is stuffed in container then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- n) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.
- p) **Information related to OBL / AWB Documents:**
- I. Consignee name and address should be same as mentioned in the Purchase order.
- II. Notify party: Name and address will be as follows :(For discharge port Mumbai or Nhava Sheva)
Bharat Heavy Electricals Limited
14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005
Email: msseahwr@bhel.in &
ppximx@bhelhwr.co.in (in case of Sea Shipments)
Email: msair@bhel.in and
ppximx@bhelhwr.co.in (in Case of Air shipments)
For latest updating please refer our web site:
www.bhelhwr.co.in
- III. OBL should clearly mention the Indian agent address and contact details.
- IV. OBL should be issued as per UCP 600.
- V. In case of incoterms other than FOB, OBL should mention the container detention free period.
- VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to their Mumbai office with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings may be routed through bank based on the other agreed terms and conditions of purchase order.

9. PENALTY FOR LATE DELIVERY.

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

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

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

10. PAYMENT TERMS.

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

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

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

11. BANK GUARANTEE.

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

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

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

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

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

13) QUALITY REQUIREMENT.

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

14. VALIDITY.

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

15. RIGHT OF ACCEPTANCE.

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

16. TRANSIT INSURANCE.

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

17. PHYTOSANITARY CERTIFICATE:

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

18. RISK PURCHASE.

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

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

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

22. INFORMATION TO THE BIDDERS.

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

23. NOTE.

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

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

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