



PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (Uttarakhand)
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ENQUIRY NO. B/4222/9/0001V1
PACKAGE: Welded Austenitic SS Tubes
PROJECT: 5X800 MW Yadadri STPP
DATE OF ISSUE OF ENQUIRY: 09.05.2019

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NIT: MATERIAL DETAILS AND INSTRUCTION TO BIDDERS

1. SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for the supply of Welded Austenitic SS Tubes for 5X800MW Yadadri STPP Project, as per requirement mentioned below:

Sl. No.	Project	Material Code & Item Description	Total Quantity	LOT Quantity	Date for Supply Completion
1	5X800MW Yadadri STPP	Material Code W97716001450 WELDED AUSTENITIC SS TUBE GR 316 (FOR CONDENSER) SPEC: AA10753 REV: 09 SIZE: 25.4X0.7112,L=14730 MM DIM.: ODXTK,L	297233 Nos.	58861 Nos. 58861 Nos. 58861 Nos. 58861 Nos. 58861 Nos. 2928 Nos.	17/06/19 17/06/19 17/12/19 17/02/20 17/06/20 20/02/20
		Material Code W97716001469 WELDED AUSTENITIC SS TUBE GR 316 (FOR CONDENSER) SPEC: AA10753 REV: 09 SIZE: 25.4X0.889,L=14730 MM DIM.: ODXTK,L	4793 Nos.	949 Nos. 949 Nos. 949 Nos. 949 Nos. 949 Nos. 48 Nos.	17/06/19 17/06/19 17/12/19 17/02/20 17/06/20 20/02/20
		Lifting Beam	03 No.	To be supplied with first dispatch	

2. Project Detail

Project Name	5X800MW Yadadri STPP
Custom Duty Status	On Project Import
Consignee Address	5X800MW YADADRI STPP ASST DIVISION. ENGINEER-STORES,CONST.DIVI, VEERLAPALEM VIL.DAMERACHERLA ,MANDAL,DIST-NALGONDA-508207

3. EARNEST MONEY DEPOSIT (EMD)

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

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

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

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Contact No. +91 1334 224201 +91 1334 226125 Fax:+91 1334 226512

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

3.4 MSE Suppliers/Central / State – PSUs / Government departments are exempted from submission of the EMD.

3.6 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.

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

4. PRE-QUALIFICATION REQUIREMENT (PQR)

The Pre-Qualification Requirements have been compiled and placed at **ANNEXURE-B (along with all Annexures of PQR)**. 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 **or** bilingual with one language as English, 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/ Technical Requirements and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.

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 along with PQR, as detailed below) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:

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

Comprising of following documents:

- Earnest Money Deposit (EMD)/details of EMD in case of E-Payment.
- Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc. The Pre- Qualification requirements are as per enclosed **ANNEXURE-B**.
- Complete Technical offer with relevant drawings/ documents etc.
- "MATERIAL DETAILS AND INSTRUCTION TO BIDDERS", Annexure-A (Additional terms and conditions) and**

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“GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)” are an integral part of this enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) and reply for each clause of Annexure-A are to be necessarily submitted along with the offer. Deviations if any are to be listed out separately. Please note that in case no- deviation sheet is received along with offer, it will be presumed that all terms and conditions mentioned in “INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY”, annexure-A and “GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)” shall be acceptable to you and your offer will be processed accordingly.

- e) Endorser QAP NO. “QA/BI/QP/306 rev 02” duly signed and stamped as your acceptance of this QAP.
- 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 (as per enclosed *price schedule format*)
- i) ***Documents for taking up Customer approval (as per clause 10 of this document)***

[B] PART-II: PRICE-BID

Containing Prices as per enclosed Price Bid format ~~Annexure-D~~ is to be submitted in original, strictly as per enquiry conditions for complete scope of tender enquiry

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

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

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

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

“OFFER FOR (ITEM NAME) AGAINST ENQUIRY NO. B/4222/9/0001V1 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.

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand)	ENQUIRY NO. B/4222/9/0001V1 PACKAGE: Welded Austenitic SS Tubes PROJECT: 5X800 MW Yadadri STPP DATE OF ISSUE OF ENQUIRY: 09.05.2019
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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-B**.

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

Mr. Manoj Kumar Designation: Dy. Manager (PPX-BOI) 4 th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: manojy@bhel.in Tel: +91 1334 28 5773	Mr. S. S. Panwar Designation: DGM (PPX-BOI) 4 th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: sspanwar@bhel.in Tel: +91 1334 28 1707
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5.16 Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.

5.17 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.

5.18 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.

5.19 BHEL prefers to deal directly with the principal manufacturers/OEM. However, if the OEM/ Principal insists on engaging the services of an agent, the same can be allowed only thru a tender specific authorization

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I letter issued by the principal/OEM. The acceptance of any such offer would be at the discretion of BHEL.

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

Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.

5.20 Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.

6 RIGHT OF ACCEPTANCE

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

6.2 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer/bid submission (Part-I). The discount shall be applied on pro- rata basis to all items unless specified otherwise by the bidder. Conditional discounts shall not be considered for evaluation of tenders.

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

6.4 In case there is no change in the technical scope and/or specifications and/or commercial terms & conditions, the bidder/s shall not be allowed to change his/their price bids after the due date (i.e. Part-I bid opening).

6.5 In case of changes in scope and/or technical specification and/or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.

6.6 In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their latest price bid shall prevail. However in such condition their original price bid will necessarily be opened.

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6.7 After technical & commercial examination of the offers received and clarifications obtained (if required), Part-II (Revised Price Bid/ Original Price Bid along with Price Impact and Discount, if any) shall be opened, for which the date and time shall be intimated to technically and commercially acceptable bidders in case of public opening. BHEL may opt to finalise the prices through Reverse Auction amongst technically and commercially acceptable bidders. BHEL reserves the right to open the earlier price bids, if any, submitted by the bidder(s), if required.

6.8 No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.

7 REVERSE AUCTION

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

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

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

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

8. Customer Approval:

Please note that procurement shall be done only from the vendors approved by end customer. Bidders are required to submit following documents along with their offer. BHEL will proposal name of PQR qualified bidder (Along with the documents submitted by the bidders) to end customer for their approval.

- a. **Sub-Vendor Approval Format along with supporting documents**
- b. Complete Supply Experience Including Experience with BHEL (if available)
- c. End User Certificates
- d. Purchaser / end user certificate as per PQR
- e. Details of Manufacturing and Testing facilities

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- f. ISO Certificate like ISO 9001:2015 etc...if available.
 - g. Company Profile
 - h. Audited Balance Sheet for last three Financial Years
 - i. Any other supporting document to Bidder's presentation against customer.

11 IMPORTANT NOTE

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

For and on behalf of BHEL, Hardwar

**(Vivek Kumar Singh)
AGM (PPX/BOI)**

ADDITIONAL TERMS AND CONDITIONS OF TENDER ENQUIRY (ADDITION TO GISTC)

Item Name: Welded Austenitic SS Tubes

Projects: 5X800 MW Yadadri STPP

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

Sl. No	Terms	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions	Please submit signed and stamped copy of Confirmation to General Instructions and standard terms & conditions (enclosed) as your acceptance to these terms and conditions. Deviation to “General Instructions and standard terms & conditions”, if any, shall be submitted along with offer in separate documents. Please note that in case no- deviation sheet of “General Instructions and standard terms & conditions”, is received along with offer, it will be presumed that all terms and conditions mentioned in “General Instructions and standard terms & conditions” shall be acceptable to you and your offer will be processed accordingly	
2.	Special Instruction	Please note that as per BHEL’s Policy, we cannot allow Price impact for the requirement / scope of supply / Terms and condition, which is a part of specifications /tender documents of our tender enquiry. Hence please read all tender documents thoroughly and submit your offer accordingly. In case of any confusion / un-clarity on any terms & condition / specification etc., please clarify the same from BHEL before submission of offer.	
3.	Evaluation criteria	Evaluation will be done on the basis of total landed cost, with cost involved for delivery up to project site (considering material value, taxes & duties, Freight, Insurance, and Commercial Loading etc.), taking together the complete quantity of all items covered in tender Enquiry.	
4.	Customer approval Condition	Please note that procurement would be done through customer approved vendors only. Please ensure to furnish duly filled-in Sub-Vendor Format with supporting documents in enclosed format along with your offer for taking-up with customer for your approval. BHEL will propose name of PQR qualified vendors to end customer for their approval, however, approval of vendors is sole discretion of end customer. Offers of only those vendors will be considered whose approval shall receive from customer before opening of price-bids.	
5.	Payment terms	Payment terms shall be as per GISTC. Please confirm your acceptance for the payment terms of GISTC. “Receipt and Acceptance” wherever referred in payment terms clause of GISTC may be treated as “Receipt of material at site”.	
		In case of deviation in payment terms w.r.t. tender conditions, offer shall be evaluated after loading on account of deviation in payment terms as per extended rules of BHEL.	
6.	Basis of quotation	For Supplies from outside India: The prices are necessarily to be quoted on CFR Mumbai / Nhavasheva (India) basis.	
		For Supplies from within India: The prices are to be quoted on Ex-Works with freight Pre-paid up to respective project destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Pls. note that, if you dispatch the material by any BHEL un-approved transporter then you will necessarily be required to furnish the MRC (Material Receipt Certificate) from respective Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.	

Signature of supplier with seal

		Vendors should quote inland freight charges up to respective project site (for supplies within India, if any). In case the offer is silent regarding inland freight charges, then, the same would be considered to be inclusive in the offer. In such case, no separate freight charges would be payable to the supplier (in the event of ordering) and transportation has to be arranged by supplier at their own cost.	
		The prices are to be quoted on firm basis. BHEL will reserve the right to reject the offer of the vendors not quoting the prices on Firm basis.	
		Transit Insurance (both Marine & Inland) would be arranged by BHEL. Please quote your prices accordingly.	
7.	Applicable taxes & duties:	Indian Bidders: Since input credit of GST shall be available to BHEL, no loading of GST would be done for Indian Bidders. However, Indian Bidders are required to inform / confirm following: • Please inform applicable rate of GST. • Please Inform GST registration No. • Please inform whether supplier is registered under Composite scheme of GST. If yes, no GST would be paid by BHEL to such suppliers. • Please inform HSN code of material • Please note that in case entry of GST will not appear on BHEL's GST portal within due time as per GST law, GST amount will be recovered by BHEL from vendors for such invoices For Foreign Bidders: Presently Custom Duty is on PI for Yadadri Project. Custom duty applicable on PI shall be considered for evaluation of offers of foreign bidders. Since input credit of IGST would be available to BHEL, hence the same shall not be considered in evaluation (i.e. Customer duty of PI without IGST will be considered for evaluation offer of Foreign bidders) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government of India shall become applicable in addition to or in lieu of existing tax structure. The evaluation of offers would be done as per the applicable Tax & Duty structure, prevailing on the date of opening of Price Bid.	
8.	Validity	Confirm that validity of the offer shall be 90 days from the date opening of Techno-Comm. Offers. Vendors offering validity less than 90 days shall be rejected.	
9.	BHEL's approval condition	Please note that offers of the vendors will be considered only for the manufacturing, testing and supply from their already approved works / manufacturing facility by BHEL.	
10.	Delivery :	Please quote your delivery completion period in line with the enquiry lot date. In case it is not possible to meet the lot date, you may quote your best possible delivery completion period in number of weeks from the date of Purchase Order. If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.	
11.	Penalty For Late Delivery	Please confirm your acceptance for Penalty Clause as per GISTC. 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 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).	
12.	Packing	Packing and Package Marking shall be as per enclosed BHEL Corporate Standard AA 0490002. Additionally, each Tube shall be marked with ASME designation, the tube class & the grade. Please confirm the same.	

Signature of supplier with seal

		Please confirm that tubes of mandatory spares (Lot-6 of Enquiry) shall be packed in separate box and "Mandatory Spares-HWR" should be clearly indicated on all sides of packing BOX.	
13.	Reverse Auction	BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. Please confirm your acceptance for RA. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).	
14.	Quality Requirements	<u>For Foreign Bidders:</u> 1. Please confirm acceptance for enclosed QAP No. QA/BI/QP/306 rev 02 and submit endorsed copy of this QAP along with offer. 2. Please confirm that inspection shall be by any of BHEL's approved third party inspection agency (Viz. TUV/BV/LRS) as per customer's approved quality plan. 3. Please also confirm that quoted prices of material are inclusive of third party Inspection charges by any of BHEL approved third inspection agencies. Charges of TPI should be vendors account and no deviation in this shall be accepted. <u>For Indian Bidders:</u> 1. Please confirm acceptance for QAP No. QA/BI/QP/306 rev 02 and submit endorsed copy of this QAP along with offer. 2. Please confirm that inspection shall be by BHEL Nominated inspection agency (TUV) and end customer as per customer's approved quality plan. 3. Please note that BHEL will pay directly to BHEL's nominated TPI, however for evaluation of Bids TPI charges will be loaded as per contract of BHEL with TPI.	
15.	MDCC clause	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TC) and inspection report of third party (IR) to us. BHEL will issue MDCC within 7 days of receipt TCs & IR, if these are complete w.r.t. approved quality plan.	
16.	Guarantee	Guarantee/ Warranty Period: 18 months from the date of commissioning or 24 months from dispatch, whichever is earlier. Guarantee certificate is to be provided along with shipping / dispatch documents. Please confirm. Supplier shall be responsible for free replacement of the defective tubes (material defect / manufacturing defect / defect due to any other causes pertain to manufacturing / material) on our site without any extra cost to BHEL In case of damage in transit due to inadequacy in packing / loading on truck/trailer w.r.t. our packing specifications as enclosed (AA0490002), it will be vendor's responsibility to replace defective / damaged material on F.O.R. site basis, without any additional charges to BHEL.	

Signature of supplier with seal

		In case of damage due to reasons other than inadequacy in packing/loading, you are required to depute your representative at site / place of damage at the time of insurance survey to ascertain and confirm the extent of damage.															
17.	Integrity Pact	(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors OEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. <table><tr><th>Sl.</th><th>IEM</th><th>Address</th><th>Email</th></tr><tr><td>1.</td><td>Shri D.R.S Chaudhary IAS (Retd.)</td><td>E-1/164, Area Colony Bhopal 462016 (MP.)</td><td>dilip.chaudhary@icloud.com</td></tr><tr><td>2.</td><td>Mrs. Pravin Tripathi IA & AS (Retd.)</td><td>D-243, Anupam Gardens, Lane 1B, Neb Sarai, Sainik Farms, New Delhi- 110 068</td><td>pravin.tripathi@gmail.com</td></tr></table> (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below: Details of contact person(s)- <table><tr><td>Mr. Manoj Kumar Designation: Dy. Manager (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: manojy@bhel.in Tel: +91 1334 28 5773</td><td>Mr. S. S. Panwar Designation: DGM (PPX-BOI) 4th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: sspanwar@bhel.in Tel: +91 1334 28 1707</td></tr></table>	Sl.	IEM	Address	Email	1.	Shri D.R.S Chaudhary IAS (Retd.)	E-1/164, Area Colony Bhopal 462016 (MP.)	dilip.chaudhary@icloud.com	2.	Mrs. Pravin Tripathi IA & AS (Retd.)	D-243, Anupam Gardens, Lane 1B, Neb Sarai, Sainik Farms, New Delhi- 110 068	pravin.tripathi@gmail.com	Mr. Manoj Kumar Designation: Dy. Manager (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: manojy@bhel.in Tel: +91 1334 28 5773	Mr. S. S. Panwar Designation: DGM (PPX-BOI) 4 th Floor, Main Administrative Building, HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: sspanwar@bhel.in Tel: +91 1334 28 1707	
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18.	Technical Conditions	03 No. of Lifting Beams is required. Please confirm to supply the same and quote prices of Lifting Beam accordingly. Against clause no 7.4 of specification AA10753, only bright annealed tubes (Heat treatment done in reducing atmosphere) shall be acceptable. Please confirm your acceptance for the same. Please confirm that tubes shall be manufactured as per BHEL specifications AA10753 rev09. Please submit signed & stamped copy of checklist. Tubes should be manufactured on an online tube mill only. Online tube mill means processes like Forming, Welding, Heat treatment, Eddy current testing etc. should be conducted as an automatic continuous process without any manual intervention.															
19.	Additional Conditions for assessment	BHEL reserves the right to visit supplier's works to ensure the capability & capacity of execution of PO. Please confirm. Suppliers shall submit the experienced manpower details specific to Manufacturing and Quality requirement.															

Signature of supplier with seal

		Suppliers shall indicate their annual installed capacity for the tendered specification (i.e. capacity of tube mills having bright annealing i.e. on line annealing) & it shall be more than the tendered quantity. Annual installed capacity shall be submitted in following format: <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 25%;">Total No. of Mills</th> <th style="width: 25%;">Total Annual Installed Capacity (in meters/ Kilometers)</th> <th style="width: 25%;">Capacity Booked for the offered delivery period (in meters/Kilometers)</th> <th style="width: 25%;">Balance Capacity (in meters/ Kilometers)</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Total No. of Mills	Total Annual Installed Capacity (in meters/ Kilometers)	Capacity Booked for the offered delivery period (in meters/Kilometers)	Balance Capacity (in meters/ Kilometers)					
Total No. of Mills	Total Annual Installed Capacity (in meters/ Kilometers)	Capacity Booked for the offered delivery period (in meters/Kilometers)	Balance Capacity (in meters/ Kilometers)								
		Please inform details of facility & its capacity for conducting leak test as per specification.									
		Financial Soundness: 1. Indigenous suppliers shall submit Audited copies of annual reports (Balance Sheets), Profit & loss statement for the last four years (or from date of incorporation whichever is less). 2. Foreign suppliers shall submit latest D&B report / credit reform report.									
		BHEL reserves the right to consider / Not-consider the offers based on the evaluation of documents submitted for the Pre-Qualification Criteria and clause No. 19 of this document.									
		BHEL also reserves the right to have on-site assessment of the facilities at supplier's works during the bid evaluation.									

Price Schedule Annexure-D (For Indian Bidders)

Enquiry No. B/4222/9/0001V1

Welded Austenitic SS Tubes

Project: 5X800MW Yadadri STPP

Sl. No.	Item Description	Unit	Quantity Required	Basic Material Price for each number Ex-works (Duly Packed) INR / No.	Total Material Prices Ex-Works (INR)	Freight Charges upto Yadadri Project Site	Total Value
1	Material Code W97716001450 WELDED AUSTENITIC SS TUBE GR 316 (FOR CONDENSER) SPEC: AA10753 REV: 09 SIZE: 25.4X0.7112,L=14730 MM DIM.: ODXTK,L	Nos.	"A" 297233 Nos	"B"	"C=A X B"	"D"	"E=C+D"
2	Material Code W97716001469 WELDED AUSTENITIC SS TUBE GR 316 (FOR CONDENSER) SPEC: AA10753 REV: 09 SIZE: 25.4X0.889,L=14730 MM DIM.: ODXTK,L	Nos.	4793 Nos				
3	Lifting Beam	Nos.	3 Nos				
Total Package Price							

Note: Please quote Firm and Fix prices for the complete Quantity.

Price Schedule Annexure-D (For Foreign Bidders)

Enquiry No. B/4222/9/0001V1

Welded Austenitic SS Tubes

Project: 5X800MW Yadadri STPP

Sl. No.	Item Description	Unit	Quantity Required	Name of Currency (Viz. USD, EURO etc.)	Basic FOB Price each Number (Including Seaworthy packing, handling & transportation to vendors own port)	Total FOB Value for the complete quantity mentioned at "A"	Total Ocean Freight up to MUMBAI / Nhava Sheva (India) for the complete scope of supply mentioned at "A"	Total Value on CFR MUMBAI / Nhavasheva (India) basis
1	Material Code W97716001450 WELDED AUSTENITIC SS TUBE GR 316 (FOR CONDENSER) SPEC: AA10753 REV: 09 SIZE: 25.4X0.7112,L=14730 MM DIM.: ODXTK,L	Nos.	"A" 297233 Nos		"B"	"C=A X B"	"D"	"E=C+D"
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3	Lifting Beam	Nos.	3 Nos					
Total Package Price								

Note: Please quote Firm and Fix prices for the complete Quantity.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

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



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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

6. PRICE SCHEDULE.

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

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

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

7. REVERSE AUCTION.

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

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



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8. DELIVERY TERMS.

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

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

10. PAYMENT TERMS.

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

**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**For Indian Bidders (Version April-2019, Rev: 04)**

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

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

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

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

11. TAXES & DUTIES.

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

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

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

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



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

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

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

12. BANK GUARANTEE.

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

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

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

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY.

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

16. RIGHT OF ACCEPTANCE.

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



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

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

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

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

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

17. TRANSIT INSURANCE.

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

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

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

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



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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

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



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

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

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

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

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



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

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

24. INFORMATION TO THE BIDDERS.

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

25. MAKE IN INDIA (GOVT-NOTIFICATION).

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

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

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

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

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



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

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

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

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

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

26. NOTE.

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



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

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

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

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

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

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

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

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

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



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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____ Dated: _____

Due on: _____

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

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

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



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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

6. PRICE SCHEDULE.

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

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

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

g) Evaluation of Indian Agents Commission:

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

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

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

h) While submitting your bids please clearly indicate:

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

7. REVERSE AUCTION.

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

8. DELIVERY TERMS.

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

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

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

Bharat Heavy Electricals Limited

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

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

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

For latest updating please refer our web site:

www.bhelhwr.co.in

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

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

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

10. PAYMENT TERMS.

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

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

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

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

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11. BANK GUARANTEE.

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

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

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

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

13. QUALITY REQUIREMENT.

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

14. VALIDITY.

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

15. RIGHT OF ACCEPTANCE.

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

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

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

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

16. TRANSIT INSURANCE.

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

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

17. PHYTOSANITARY CERTIFICATE:

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

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

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

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES/ARBITRATION.

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

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

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

22. INFORMATION TO THE BIDDERS.

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

23. MAKE IN INDIA (GOVT-NOTIFICATION).

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

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

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

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

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

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

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

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

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

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

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

24. NOTE.

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

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



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)
For Foreign Bidders (Version April-2019,Rev: 04)

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

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

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

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

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

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

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

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

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

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

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

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

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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

Section 8 - Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

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

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:_____

(Name & Address) _____

Clause on IP in the tender**"Integrity Pact (IP)"**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Address	Phone & Email
1.	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony Bhopal 462016 (M.P.)	dilip.chaudhary@icloud.com
2.	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068	pravin.tripathi@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)
 Name: _____
 Deptt: _____
 Address: _____
 Phone: (Landline/ Mobile) _____

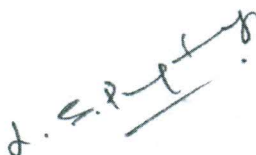
 Email: _____
 Fax: _____

(2)
 Name: _____
 Deptt: _____
 Address: _____
 Phone: (Landline/ Mobile) _____

 Email: _____
 Fax: _____

PRE QUALIFICATION REQUIREMENT FOR PROCUREMENT OF WELDED STAINLESS STEEL TUBES

1. (a) Bidder/ Vendor i.e. Qualified Equipment Manufacturer (QEM) should have successfully manufactured and supplied tubes (as per ASTM A249/ASME SA249/ASTM A688/ASME SA688) of Outer Diameter 50 mm or below, thickness 1.2446 mm (18 BWG) or below and length 6.3 meters or above, for order fulfilling the following conditions:
 - i) One Order of minimum 40 Tons.
 - ii) Purchase Order (PO) date for each order should be within 7 years from the date of enquiry.
- (b) In support of the above Clause 1(a), QEM to submit following documents:
 - i) Un-priced copy of Purchase Order.
 - ii) Certificate from the Purchaser/ End User as per Annexure-1 for successful installation/ operation of tubes.
2. QEM shall have minimum following in-house manufacturing/testing facilities:
Online Tube manufacturing mill(s) having processes like forming, welding, Heat Treatment (Bright Annealing), Eddy current testing, cutting etc. as an automatic continuous process without any manual intervention. In support of this, Bidder/ Vendor (Qualified Equipment Manufacturer) to submit signed and stamped Annexure 2.
3. Purchase Orders via which QEM/Principal/Collaborator is qualifying clause 1(a)/ 2(a) should have manufactured on in-house online tube mills. In support of this, QEM needs to furnish quality plan/internal reports/self-declaration etc. corresponding to the above particular POs, clearly indicating the manufacturing of tube on deployed online tube mills.


(Lokesh Singh Pangtey)


(Shiva Kant)


(Naveen Prakash)

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand)	ENQUIRY NO. B/4222/9/0001V1 PACKAGE: Welded Austenitic SS Tubes PROJECT: 5X800 MW Yadadri STPP DATE OF ISSUE OF ENQUIRY: 08.05.2019
---	--	--

PQR for Agents (i.e. Offer submitted by other than Manufacturer)

In case any Manufacturer wish to submit offer from their agent and subsequently placement & execution of PO through their agent, the PQR for Agent shall be as follows:

- a) Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both.
- b) In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored.
- c) The agent shall not be allowed to represent more than one manufacturer / supplier in the same tender.
- d) Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity. The authorization letter should be tender specific.
- e) In case order is to be placed and executed by agent following are criterial should be met:
 - i. Manufacturer of the agent should meet the PQR as defined in tender for PQR for manufacturers.
 - ii. Agent should have annual turnover of more than 20 Cr. in one financial year and the net worth of the agent should be positive. In support of qualification under this criterial bidders (agent) should submit Audited balance for last three conductive years / D&B Report / Credit reform Report.
 - iii. Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery.



CORPORATE PURCHASE SPECIFICATION

AA 107 53

Rev. No. 09

PREFACE SHEET

WELDED AUSTENITIC STAINLESS STEEL TUBES FOR CONDENSERS AND HEAT EXCHANGERS

FOR INTERNAL USE ONLY
REMOVE THIS PREFACE BEFORE ISSUE TO SUPPLIERS

Comparable Standards:

1. AMERICAN : ASTM A 249 - 2011 TP 304

Suggested/Probable suppliers and grades:

Refer Plant vendors list.

User Plant References:

1. HARDWAR : HE 57033
2. HYDERABAD : --

Revisions :

CI 24.1 MOM of MRC-NFCW+HE

APPROVED :

INTERPLANT MATERIAL RATIONALISATION
COMMITTEE -MRC (NFCW+HE)

Rev. No. 09

Amd.No.

Reaffirmed

Prepared
HARDWAR

Issued
Corp. R&D

Dt. of 1st Issue
APRIL, 1983

Dt: 06.06.2012

Dt :

Year :



CORPORATE PURCHASING SPECIFICATION

AA 107 53

Rev. No. 09

PAGE 1 OF 9

WELDED AUSTENITIC STAINLESS STEEL TUBES FOR CONDENSERS AND HEAT EXCHANGERS

1.0 GENERAL:

This specification governs the quality requirements of welded/welded and drawn, austenitic stainless steel tubes from 10mm to 40mm outside diameter.

2.0 APPLICATION:

For use in Condensers and Heat Exchangers.

3.0 CONDITION OF DELIVERY:

The material shall be furnished in the heat treated condition as per clause 7.4 of this specification.

4.0 COMPLIANCE WITH NATIONAL STANDARDS:

There is no national standards for covering this material. However, this specification is based on ASTM A 249-2011, TP 304: "Welded Austenitic Steel, Boiler, Superheater, Heat exchanger and Condenser Tubes" and ASTM A 1016: "Specification for General requirements for Ferritic alloy steel, Austenitic alloy steel and stainless steel tubes".

5.0 DIMENSIONS AND TOLERANCES:

5.1 Sizes:

The tubes shall be supplied to the dimensions specified in BHEL order

5.2 Tolerances:

The tolerances on outside diameter, wall thickness and length shall comply with the following:

5.2.1 Tolerance on outside diameter:

Specified outside diameter, mm	Tolerance, mm
Upto 25.4	± 0.10
Over 25.4 to 40	± 0.15

Revisions :

CI 24.1 of MOM of MRC-NFCW+HE

APPROVED :

INTERPLANT MATERIAL RATIONALISATION
COMMITTEE-MRC (NFCW+HE)

Rev. No. 09	Amd.No.	Reaffirmed	Prepared HARDWAR	Issued Corp. R&D	Dt. of 1st Issue APRIL, 1983
Dt: 06.06.2012	Dt :	Year :			

CORPORATE PURCHASING SPECIFICATION



5.2.2 Tolerance on wall thickness:

Wall thickness tolerances shall be $\pm 10\%$ of nominal wall thickness.

5.2.3 Tolerances on specified length of tubes:

Specified length of tube, metre	Tolerance, + mm
Upto 7	3.0
Over 7 upto 10	6.0
Over 10 upto 13	9.0
Over 13	12.0

5.2.4 Seam height:

The projection of weld seam inside the tube shall be ≤ 0.05 mm.

5.2.5 Straightness:

Straightness of finished tube shall not deviate by more than 0.75mm in any 900mm length.

6.0 PROCESS FOR RAW MATERIAL:

The steel shall be made by any process.

The primary melting is permitted to incorporate degassing or refining and is permitted to be followed by secondary melting, such as electroslog remelting or vacuum-arc remelting.

When steel of different grades is sequentially strand cast, the resultant transition material shall be removed using an established procedure that positively separates the grades.

7.0 MANUFACTURE:

7.1 Tubes shall be made from flat-rolled steel by an automatic welding process with no addition of filler metal.

7.2 Subsequent to welding and prior to final heat treatment, the tubes shall be cold worked either in both weld and base metal or in weld metal only. When cold drawn minimum reduction in cross-section area shall be 20%.

7.3 All lubricants used in the manufacture of tubes shall be removed from all surfaces prior to heat treatment. If any lubricant has been applied to the inside surface, tubes shall have the cleanliness of their inside surface confirmed by blowing close fitting acetone soaked felt plugs through at least 10% of the tubes. Dry (oil free) air or inert gas shall be used to blow the plugs through the tubes. If the plugs blown through the tubes show discolouration, all the tubes that have lubricant applied to the inside surface during manufacture shall be recleaned. After recleaning, check on 10% of the tubes shall be made as stated above, chloride content in the lubricant shall not exceed 50 ppm.

7.4 Material shall be heat treated by heating it to temperature range of 1040 to 1065° C and quenching in water or rapidly cooling by other means to sufficiently low temperature to avoid carbide precipitation.

The tubes, after final heat treatment, shall be chemically descaled/pickled free from scale and passivated. When heat treatment is done in reducing atmosphere, pickling is not necessary.

7.5 The chlorine content in DM water during final ringing shall be limited to 10 ppm.

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CORPORATE PURCHASING SPECIFICATION

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8.0 FREEDOM FROM DEFECTS:

8.1 Finished tubes shall have smooth ends free from burrs. They shall be free from cracks, seams, scale, deleterious films in the bore and other harmful defects.

8.2 Surface roughness:

For the inner surface with the exception of weld seam, the roughness in longitudinal direction shall be allowable with in $R_a = 2$ microns or $R_z = 10$ microns.

9.0 CHEMICAL COMPOSITION:

The analysis of material shall be as follows:

Element	Weight percent	
	min.	max.
Carbon	-	0.08
Manganese	-	2.00
Phosphorus	-	0.045
Sulphur	-	0.030
Silicon	-	1.00
Nickel	8.0	11.00
Chromium	18.0	20.00

10.0 MECHANICAL PROPERTIES:

10.1 Tensile test:

Material of tube, when tested in accordance with ASTM A 370, shall show the following properties:

Ultimate tensile strength : 515 MPa, min.

Yield strength : 205 MPa, min.

Elongation on 50 mm gauge length : 35 percent, min.

10.2 Hardness:

The tubes shall have a hardness number not exceeding Rockwell No. B 90.

11.0 TEST SAMPLES:

11.1 Heat analysis:

An analysis of each heat of steel shall be made by the steel manufacturer to determine the percentage of elements specified in clause 9.0.

If the secondary melting processes of clause 6.0 employed, the heat analysis shall be obtained from one remelted ingot or product of one remelted ingot of each primary melt. The chemical composition thus determined shall conform to the requirements specified in clause 9.0.

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11.2 Product analysis:

An analysis of one tube shall be made for each heat. The chemical composition thus determined shall conform to the requirements specified in clause 9.0.

11.2.1 If the original test for product analysis fails, retests of two additional tubes shall be made. Both the results for the element in question shall meet the requirements of this specification. Otherwise, all remaining material in the heat or lot shall be rejected or at the option of the manufacturer, each tube may be individually tested for acceptance. Tubes which do not meet there requirements of specification shall be rejected.

11.2.2 Lot Size:

For **flattening, flange and residual stress** requirements, the term lot applies to all tubes prior to cutting of the same nominal size and wall thickness which are produced from the same heat of steel. When final heat treatment in batch type furnace, a lot shall include only those tubes of same size and from the same heat which are heated in the same furnace charge. When the final heat treatment is in a continuous furnace, the number of the tubes of the same size and from the same heat in a lot shall be determined from the size of the tubes as prescribed in Table -I given below:

For **tension and hardness** requirements, the term lot applies to all tubes prior to cutting of the same nominal diameter and wall thickness which are produced from the same heat of steel. When final heat treatment is in batch type furnace, a lot shall include only those tubes of the same size and the same heats which are heat treated in the same furnace charge. When the final heat treatment is in a continuous furnace a lot shall include all tubes of the same size and heat, annealed in the same furnace at the same temperature, time of heat and furnace speed.

TABLE-I

Number of tubes in a lot heat treated by the continuous process shall be as below:

Size of tube	Size of lot
50.8 mm and below but over 25.4mm in outside diameter and under 5.1mm in wall thickness	Not more than 75 tubes
25.4 mm or less in outside diameter	Not more than 125 tubes

Note:

The lot shall be made from the finished tubes of ordered length with cutting margin for eddy current testing.

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12.0 MECHANICAL TESTS ON FINISHED TUBES:

12.1 Tension Test:

Tension test shall be made on two specimens from each lot as per ASTM A 370 and shall meet the requirements as given in clause 10.1.

12.2 Hardness Test:

Material of tube when tested shall not show hardness more than as specified in clause 10.2. Specimens shall be taken from two tubes from each lot.

12.3 Reverse Bend Test:

When tested in accordance with ASTM A 249, there shall be no evidence of cracks or of overlaps resulting from the reduction in thickness of weld areas by cold working. One test shall be made on specimen from each 450 m of finished tubing.

12.4 Flattening Test:

One flattening test shall be made on each end of one finished tube per lot, not the one used for flange test. The test shall be conducted as per ASTM A 1016.

12.5 Flange Test:

One flange test shall be made on each end of one finished tube per lot, not the one used for flattening test. The test shall be conducted as per ASTM A 1016.

13.0 INTERGRANULAR SUSCEPTIBILITY TEST:

One inter granular test shall be made on one specimen per heat of the finished tube covering the weldment and the parent metal as per ASTM A 262 practice E. The specimen bent according to practice E shall not show any sign of fissures either on the weldment or on the parent metal.

14.0 RESIDUAL STRESSES:

The residual circumferential stresses after tube straightening shall be kept as low as possible. In any case these shall be limited to 4 kg/mm^2 (compressive or tensile). One specimen shall be tested per lot. Procedure for residual stress measurement shall be approved by BHEL.

15.0 EDDY CURRENT TEST:

Each tube shall be subjected to eddy current tested as per ASTM E 426 and any tube failing to pass the standard shall be rejected.

16.0 PRESSURE TEST:

Unless otherwise specified, any one of the following tests shall be conducted on each tube:

- Hydraulic test or Air under water pressure test as per ASTM A 1016. Demineralised water shall be used for testing having chloride content not exceeding 10 ppm.
- Helium leak test or Air-air differential pressure test, after getting approval for test method by BHEL.

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**CORPORATE PURCHASING
SPECIFICATION****17.0 QUALITY REQUIREMENT:**

Manufacturer shall furnish quality plan on BHEL format along with their quotation. Quality plan shall be approved by BHEL, identifying the check points for witnessing the inter stage / final inspection testing by BHEL/its customer/third party, for compliance before start of manufacture.

18.0 RETESTS:

Should any one of the test specimens first selected by BHEL representative fails to pass the mechanical tests, the tube from which the specimen was taken shall be rejected and further tubes from the same batch shall be selected for testing. Should any of the test specimen from this additional samples fail, the batch represented by them shall be liable for rejection.

19.0 INSPECTION AT SUPPLIER'S WORKS:

BHEL's representative shall have a free access at all times until work on contract of BHEL is being performed shall offer BHEL'S representatives all reasonable facilities without charge to satisfy the latter that the material is being furnished in accordance with this specification.

20.0 TEST CERTIFICATES:

Three copies of the test certificate shall be supplied, unless otherwise stated on the order. The test certificate shall bear the following information:

In addition, supplier shall ensure to enclose one copy of each test certificate along with the despatch documents to facilitate quick clearance of material.

AA 107 53, Rev.09 : Welded Austenitic Stainless Steel Tubes for Condensers and Heat Exchangers

BHEL Order No.

Suppliers' s Name.

Test certificate No.

Size, and quantity

Identification marks

Process of manufacture

Heat treatment batch No.

Percentage reduction in cross section area if applicable (for welded & drawn tubes).

21.0 TEST RESULTS:

Results of chemical analysis, mechanical properties and all other tests shall be given as mentioned at clause numbers 12.0, 13.0, 14.0, 15.0, 16.0, 17.0 & 18.0 for each lot and heat, whichever is applicable.

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22.0 DOCUMENTS TO BE FURNISHED:

Following documents shall be furnished along with the offer:

1. A process chart clearly indicating the sequence of manufacturing.
2. Purchase specification for strips.
3. Heat treatment details.
4. Welding procedure and weld details.
5. Packing box drawing
6. Quality plan.

23.0 CHECKLIST:

Each supplier shall fill the enclosed check list as per **Annexure-A** and submit the same along with each batch.

24.0 PACKING AND MARKING:

Shall be as per BHEL standard AA 049 00 02: Preservation packing and marking of heat exchanger tubes.

25.0 REFERRED STANDARDS (Latest Publications Including Amendments):

- | | | |
|---------------|---------------|----------------|
| 1) AA 0490002 | 2) ASTM A 249 | 3) ASTM A 262 |
| 4) ASTM A 370 | 5) ASTM E 426 | 6) ASTM A 1016 |

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CORPORATE PURCHASING SPECIFICATION



ANNEXURE - A (Clause 23.0)

CHECK LIST FOR AA 107 53: WELDED AUSTENITIC STAINLESS STEEL TUBES FOR CONDENSERS AND HEAT EXCHANGERS

(To be filled by Supplier)

A. Name of Principal Supplier :

B. Name of Indian Agent :

1.0 Grade of material as per specification : Yes/No

2.0 Mechanical properties as per specification : Yes/No

3.0 Bright annealing : Yes/No

4.0 Maximum residual stress ($< 4 \text{ kg/mm}^2$) : Yes/No

5.0 Method of measurement of residual stress-X-ray diffraction (if any other method, specify the same) : Yes/No

6.0 Seam height : Yes/No

7.0 Pressure test offered:

i) Hydraulic test : Yes/No

ii) Pneumatic test : Yes/No

iii) Helium leak test : Yes/No

iv) Air-air differential pressure test : Yes/No

8.0 NDT tests offered:

Eddy current test : Yes/No

9.0 Other tests:

i) Inter angular : Yes/No

ii) Residual stress test : Yes/No

iii) Reverse bend test : Yes/No

iv) Flattening test : Yes/No

v) Flange test : Yes/No

10.0 Chloride content in water during final rinsing, 10 ppm, max : Yes/No



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11.0 Chloride content in water during Hydro / Air under water testing, 10 ppm, max. : Yes/No

12.0 Finish of tubes:

- i) Outside surface : $R_a = 2$ micron : Yes/No
ii) Inside surface : $R_z = 10$ micron : Yes/No

13.0 Brief write-up on manufacturing process enclosed : Yes/No

14.0 Quality plan on BHEL format enclosed ; Yes/No

15.0 Details of previous experience enclosed : Yes/No
(For new suppliers only)

16.0 Lifting beam offered : Yes/No

17.0 Packing box drawing enclosed : Yes/No

18.0 End guides included (Both ends) ; Yes/No

19.0 Percentage reduction in cross-section area as per specification (For welded and drawn tubes only) : Yes/No

C. Deviations taken (Please specify clearly, if any) : Yes/No.

- 1
2
3

Date:

Signature &

Place:

Seal of manufacturer

CS-970 31/3/12

MA JFA URL S NA IE A) AD XESS
STANDARD QUALITY PLAN
TO BE FILLED BY BHEL

BHEL

ITEM
WELDED AUSTENITIC SS TUBES

DRG. NO. / SIZE
AS PER PO

SPEC.
AA10753

SL. NO.
1

COMPONENT & OPERATIONS
2

QP NO.
REV.

QA/BI/QP/306
02

TYPE OF CHECK
5

QUANTUM OF CHECK
6

ACCEPTANCE NORMS
8

FORMAT OF RECORDS
9

AGENCY
M
B
N

10

REMARKS
11

1	RECEIVING COIL INSPECTION	IDENTIFICATION & VERIFICATION OF SUPPLIER'S CERTIFICATE VISUAL & DIMENSIONS CHEMICAL / MECHANICAL PROPERTIES	MAJOR	VERIFICATION N OF MILL TC & VISUAL INSPECTION	100%	VENDOR'S STD.	BHEL SPEC	MILL TC IR	✓	P	V	-
2	FORMING & WELDING	WELDING PARAMETERS	MAJOR	VISUAL	100%	-DO-	VENDOR'S STD	IR	✓	P	V	-
3	ID BEAD ROLLING	ID BEAD HEIGHT	MAJOR	MEASURE	100%	-DO-	BHEL SPEC	IR	✓	P	V	-
4	TUBE CLEANING	SURFACE CLEANLINESS	MAJOR	VISUAL	100%	-DO-	VENDOR'S STD	IR	✓	P	V	-
5	BRIGHT ANNEALING	TIME & TEMP	MAJOR	MEASURE	100%	BHEL APPROVED VENDOR'S STANDARD	BHEL SPEC	IR	✓	P	V	-
6	STRAIGHTNESS	STRAIGHTNESS	MAJOR	MEASURE	100%	BHEL SPEC	BHEL SPEC	IR	✓	P	V	-
7	ECT	EDDY CURRENT TEST	CRITICAL	VISUAL	100%	BHEL SPEC/ASTME 426	BHEL SPEC	TC	✓	P	W*	-
8	HYDRO OR AIR UNDER WATER TEST	LEAKAGE, PRESSURE & DURATION WATER QUALITY IN CASE OF HT / AIR UNDER WATER	CRITICAL MAJOR	MEASURE MEASURE	100% 100%	BHEL SPEC BHEL SPEC	NO LEAKAGE BHEL SPEC	TC	✓	P	W* V	-
												Air differential pressure test is acceptable in place of hydro / air under water test as per BHEL approved procedure

MANUFACTURER / SUBCONTRACTOR
LEGEND:
RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.
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 'CHIP' OF CUSTOMER

FOR CUSTOMER USE
APPROVED BY

2

MANUFACTURER'S NAME AND ADDRESS				STANDARD QUALITY PLAN				TO BE FILLED BY BHEL												
BHEL	SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS			REMARKS								
									3	4	5		6	7	8	9	D	AGENCY		
																		M	B	N
ITEM				WELDED AUSTENITIC SS TUBES				QP NO.	QA/BI/QP/306			11								
DRG. NO./ SIZE				AS PER PO				REV.	02											
SPEC.				AA10753																
REV				AS PER PO																
Page 2 of 2																				

9	TEST ON TUBES	PRODUCT ANALYSIS	CRITICAL	CHEMICAL	1/HEAT	BHEL SPEC	BHEL SPEC	TC	✓	P	V	-	** RANDOM	
		TENSILE TEST		MECH.	2/LOT						W			
		HARDNESS										W		
		FLATTENING				1/LOT						W**		
		FLANGE									W**			
		REVERSE BEND			1/450 MT						W**			
		INTERGRANULAR TEST		CORROSION	1/HEAT						W			
		SURFACE ROUGHNESS		MEASURE	1/HEAT						W			
		RESIDUAL STRESS		MEASURE	1/LOT	BHEL APPROVED VENDOR'S STD					W**			
10	FINAL INSPECTION	OD / WT / SEAM HEIGHT / STRAIGHTNESS / VISUAL/LENGTH	MAJOR	MEASURE	100%	BHEL SPEC & PO	BHEL SPEC & PO	IR	✓	P	W*	-	* 10% RANDOM	
11	IDENTIFICATION / PACKING		MAJOR	VISUAL	100%	BHEL APPROVED PACKING BOX DRAWING	BHEL SPEC	IR	✓	P	V	-		

TC: TEST CERTIFICATE
IR: INSPECTION RECORD

Sd/General
23/04/19
Syauddin dgarnal

MANUFACTURER / SUBCONTRACTOR	LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. 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 'CHIP' OF CUSTOMER		FOR CUSTOMER USE
			APPROVED BY



CORPORATE STANDARD

AA 049 00 02

Rev. No. 02

PAGE 1 OF 4

PRESERVATION, PACKING AND MARKING OF HEAT EXCHANGER TUBES

1.0 SCOPE:

This standard stipulates the requirements of preservation, packing and marking of ferrous and non ferrous heat exchanger tubes.

2.0 PRESERVATION:

2.1 End Caps/Guides:

All the tubes shall be provided with plastic end caps of conical shape on both sides, in order to avoid ingress of water and other foreign matter and to serve as a guide for tube insertion through the support plates during assembly of the Heat exchangers.

A typical figure of the plastic guide is shown in the fig 2 for guidance.

2.2 Rust prevention:

All carbon steel tubes shall be applied with suitable temporary rust preventive on the outer surface of the tubes and required quantity of rust inhibitive powder shall be inserted inside the tubes before end capping.

3.0 PACKING:

3.1 The tubes shall be wrapped with polythene sheet in order to avoid movements and rubbing and packed in wooden cases (as an alternate bubble sheet and thermocol also acceptable) with suitable cushioning materials. The bottom of the case shall be rigid to enable the tubes to maintain straightness. Special lifting tackles, including beams, wherever necessary shall be provided with each case to avoid damage during transit. The case shall be fastened with corner metal plates and nailed at all cleats. The reinforcing bolts shall be bound with band steel.

A suitable amount of desiccant such as silica gel shall be placed in each packing box.

3.2 Each package shall be of convenient weight for ease in handling. The weights shall not exceed 2000 kg (Gross) when tubes longer than 7000 mm are ordered.

3.3 The recommended packing case design and the method of packing is illustrated in Fig. No.1 Any alternate method of packing shall be submitted to BHEL for approval.

Revisions :

Cl. 18.11.01 of MRC – NFCW+HE

APPROVED :

INTERPLANT MATERIAL RATIONALIZATION
COMMITTEE-MRC (NFCW+HE)

Rev. No. 02

Amd.No.

Reaffirmed

Prepared

Issued

Dt. of 1st Issue

Dt: 15.02.2004

Dt :

Year :

HARDWAR

Corp. R&D

APRIL, 1985

CORPORATE STANDARD**4.0 MARKING:****4.1** Each tube shall be stenciled with the following information:

- a) BHEL order number:
- b) BHEL Specification No.
- c) Melt/Heat No:
- d) Size of tube:
- e) Supplier 's mark

4.2 A metal label shall be securely attached to each packing case, punched with the following details :

- a) BHEL order number:
- b) BHEL Specification No.
- c) Consignment or Identification No.
- d) Size of the tubes and Total weight
- e) Supplier's Name

4.3 The packing case shall be marked with the following symbols in order to avoid damage during transit:

- a) A mark indicating UP-DOWN position of the case.
- b) A mark indicating that the case shall not be given any impact.
- c) A mark indicating that the case shall be kept free from contact with moisture.
- d) A mark showing the slinging position.

5.0 HANDLING AT PORT, SITE, SHOP, ETC., 9INCLUDING TRANSPORTATION):**5.1 Procedure:**

If the tube length is more than 7000 mm invariably beams are ordered by BHEL, two in numbers which are supplied with first consignment by the vendor.

On receipt of consignment at port, boxes and lifting beams shall be inspected. If boxes are found broken, inspection of tubes shall be carried out. Broken box shall be suitably repaired before sending to site. Boxes shall be inspected before loading on the truck/trailer at supplier's works. Repair shall be carried out if required.

Invariably lifting beam shall be used for handling of boxes.

Boxes shall be placed on the floor on supports (at least 300 mm above the floor). Distance between supports shall not be more than 500 mm. While handling /stacking, vertical direction as marked on the box shall be followed.

Boxes shall be stacked on each other in such a way that are upright, straight and not projecting outside the lower box. Normally not more than 3 boxes shall be kept on each other.



CORPORATE STANDARD

AA 049 00 02

Rev. No. 02

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5.2 Loading of boxes on trailers/trucks:

Preferably trailer shall be of flat floor and its length shall not less than the box. However, in case it is not feasible, following is recommended:

<u>Box length max. in metres</u>	<u>Floor length not less than in metres</u>
20	18.5
15	14
10	9.5
8	7.6

In case, the floor of trailer/truck is not flat, following procedure shall be adopted:

- Packers of suitable strength shall be placed on the floor such that when boxes are placed, the packer's bottom of the boxes is horizontal.
- Packers shall be placed such that at the driver end, the box projects maximum 300 mm from the support and on the opposite end, it is 300 mm less than end of the floor such that total projection from last support shall not be more than as specified above.
- Boxes shall be placed on each other as specified in clause 5.1. The each vertical row shall be secured tight using ropes /wires and tightened with each other and secured with the trailer floor suitably. The gap between the tightening rope/wire shall not be more than 2 metres.
- Out of two lifting beams, one number shall be sent with first consignment and the second lifting beam with the last consignment.
- Boxes shall be covered with tarpaulin and tightened suitably so as to prevent seepage of water.

5.3 Receipt at site:

The boxes shall be again inspected at the site for any breakage, if found shall be reported back to concerned unit.

The boxes from trailer/truck shall be lifted using lifting beam only supplied with the first and last consignment and stacked in the store in line with clause 5.1.

The boxes shall be covered with tarpaulin to prevent water seeping in the boxes.

6.0 REFERRED STANDARDS (LATEST PUBLICATIONS INCLUDING AMENDMENTS):

NIL

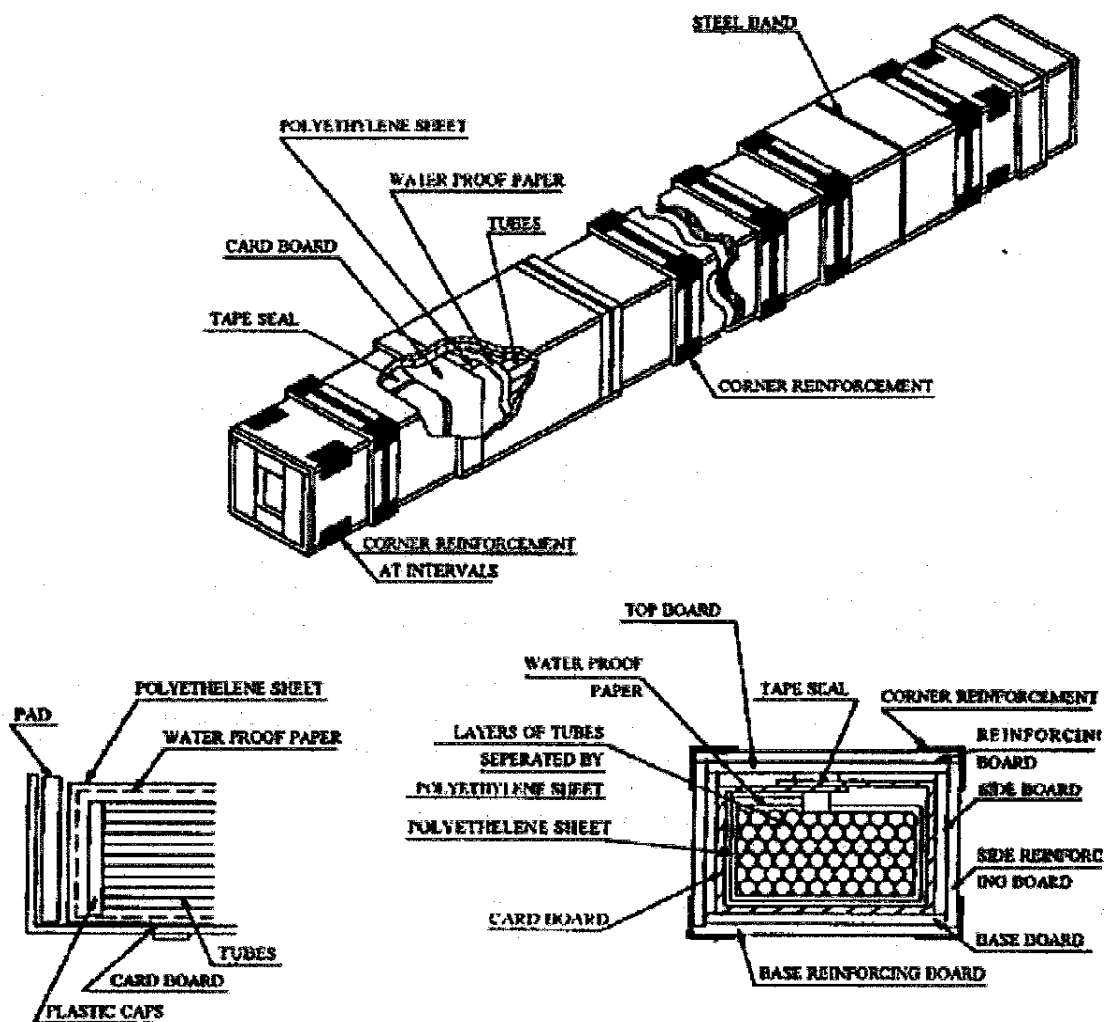


FIG. 1 TYPICAL PACKING OF HEAT EXCHANGER TUBES

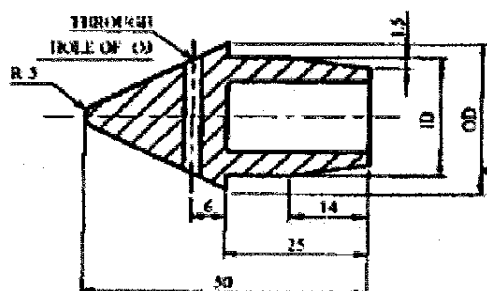


FIG. 2 TYPICAL DRAWING OF CAP FOR TUBE END

(All dimensions are in mm)