

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5834/4175	ENQUIRY NO. B/4011/9/0127V1 PACKAGE: Calibrated Flow Nozzle Assly. (660 MW) PROJECT: 1X660MW PANKI DATE OF ISSUE OF ENQUIRY: 10/10/2019 ENQUIRY DUE DATE: 31/10/2019
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M/s OPEN TENDER

BHEL

HARIDWAR INDIA Vencd 00001

Emailid -

Item Description	Quantity	Unit	Lot	Quantity	Lot Date
1 W90313181071 CALIBRATED FLOW NOZZLE ASSLY. (660 MW) AS PER ST45008 SPEC: ST45008 REV: 02 SIZE: L=13.1 METER DIM.: L=13.1 METER	1	ST	1	1	02/11/20

**** IMPORTANT:** This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Standard Instructions:

TEST CERTIFICATE REQUIRED.

Special Instructions:

1. MATERIAL IS REQUIRED FOR OUR 1X660 MW PANKI PROJECT SITE.
2. GISTC, ADDITIONAL TERMS & CONDITIONS AND NIT: MATERIAL DETAILS AND INSTRUCTION TO BIDDERS ATTACHED.

General Instructions:

Please visit our site www.bhelhwr.co.in for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect

Office Copy

SL	MATERIAL CODE	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
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of this procurement, same shall be applicable.

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

For further details, please refer latest version of GISTC.

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

MANOJ KUMAR
Manager (PPX-BOI

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 1707 / 4175	ENQUIRY NO. B/4011/9/0127V1 PACKAGE: Calibrated Flow Nozzle Assly. (660 MW) PROJECT: 1X660MW PANKI DATE OF ISSUE OF ENQUIRY: 10/10/2019 ENQUIRY DUE DATE: 31/10/2019
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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 Calibrated Flow Nozzle Assly. (660 MW) for 1X660MW PANKI Project as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Total Quantity	LOT Quantity & Date of Delivery
1.	W90313181071 CALIBRATED FLOW NOZZLE ASSLY. (660 MW) AS PER ST45008 SIZE: L=13.1 METER DIM.: L=13.1 METER SPEC: HE57016 REV: 03	01 Set	Lot-1: 1 No., Dly.: 02/12/2020

2. PROJECT INFORMATION:

Project Name	1X660MW PANKI TPS EXTN
Project Address	CHIEF ENGINEER (PROJECTS) 1X660MW UPRVUNL PANKI TPS EXT. PANKI, KANPUR PIN 208020

3. EARNEST MONEY DEPOSIT (EMD)

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

Details	Amount In INR	Amount in Foreign Currency	Type
EMD	INR 60,000/- (INR Sixty Thousands Only)	USD 860/- or Equivalent foreign currency	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, UTTARAKHAND, INDIA PIN CODE : 249403	SWIFT NO :SBININBB225 CC ACCOUNT NO :10667995458 IFSC CODE : SBIN0000586	Name: Sh. Sudhir Sharma Design: Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

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

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

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

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

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

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

3.7 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be refunded after the finalization of the contract.

4. PRE-QUALIFICATION REQUIREMENT (PQR)

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

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

5. SUBMISSION OF OFFER

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

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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 enclosed
- Complete Technical offer with relevant drawings/ documents etc.
- "MATERIAL DETAILS AND INSTRUCTION TO BIDDERS", Additional terms and conditions and "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 Additional terms and conditions 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", Additional terms and conditions and "GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)" shall be acceptable to you and your offer will be processed accordingly.
- Endorser QAP
- Commercial Terms & Conditions
- 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.
- Un-Priced replica of Price Bid
- Documents for taking up Customer approval

B. PART-II: PRICE-BID: Containing Prices and 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:

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 1707 / 4175	ENQUIRY NO. B/4011/9/0127V1 PACKAGE: Calibrated Flow Nozzle Assly. (660 MW) PROJECT: 1X660MW PANKI DATE OF ISSUE OF ENQUIRY: 10/10/2019 ENQUIRY DUE DATE: 31/10/2019
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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.....DUE ON.....
CONTAINING PART-I & PART-II Bids”. Vendor’s full name and address should be clearly mentioned on the envelope

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

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

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

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.

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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. Diwakar Vikram Singh Designation: Dy. Engineer (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: diwakarv@bhel.in Tel: +91 1334 28 5773	Mr. Manoj Kumar Designation: Manager (PPX-BOI) 4th 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) 4th 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 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.

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

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- 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.
- 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 finalize 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. 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

**Manoj Kumar
Manager (PPX-BOI)**

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ADDITIONAL TERMS AND CONDITIONS OF TENDER ENQUIRY

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

Sl. No.	Terms	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions	Please submit signed and stamped copy of Confirmation to General Instructions and standard terms & conditions (enclosed) as your acceptance to these terms and conditions. Deviation to "General Instructions and standard terms & conditions (GISTC)", if any, shall be submitted along with offer in separate documents. Please note that in case no- deviation sheet of "General Instructions and standard terms & conditions", is received along with offer, it will be presumed that all terms and conditions mentioned in "General Instructions and standard terms & conditions" shall be acceptable to you and your offer will be processed accordingly	
2.	Evaluation criteria	Evaluation will be done on the basis of total landed cost with cost involved for delivery up to final project site for all the items & quantity of enquiry.	
3.	Documents	Kindly confirm that the following documents have been submitted along with your offer: 1. Requisite EMD (if applicable) 2. Complete Technical offer with relevant drawings/ documents /QP etc. (as per Special Instructions mentioned in Annexure-B). 3. Documents in support of Pre-Qualification Requirement (as defined in Annexure-A) 4. Quality Plan for BHEL & Customer (if foreseen) approval 5. Any other document as specified in "Instructions to Bidders".	
4.	Validity	Confirm that the validity of the offer shall be 180 days from the due date of opening of Techno-Commercial offers.	
		It should also be noted that offers quoting the validity less than 180 days from EOD (Enquiry Opening Date), may not be considered by BHEL.	
5.	Basis of Quotation	For Foreign Bidders: Please quote your prices of CFR NAHVA SHEVA Port Mumbai Basis. The prices are necessarily to be quoted on CFR NAHVA SHEVA Port Mumbai. For evaluation (i.e. calculating total landed cost to BHEL upto project site) inland freight will be loaded in line with GISTC. For Indian Bidders: Please quote your prices on Ex-works freight prepaid basis upto Panki site. Inland freight from Works to 1X660MW Panki Project Site Should necessarily be quoted separately.	
6.	Delivery	Please note that material is required as per the deliveries mentioned in lot date of enquiry. Please quote your deliveries accordingly in no. of weeks from the date of PO considering below mentioned clause of document approval and time required by BHEL for issue of Material dispatch clearance (MDCC).	
		If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for	

(Signature of the Vendor with Seal)



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BHARAT HEAVY ELECTRICALS LIMITED
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ENQUIRY NO. B/4011/9/0127V1
PACKAGE: Calibrated Flow Nozzle Assly. (660 MW)
PROJECT: 1X660MW PANKI

		reviewing your quoted delivery and inform revised delivery to BHEL. After this, if your delivery does not meet BHEL's required delivery / revised delivery as per site progress, BHEL reserve the right to reject your offer.	
7.	Engineering Document/ Document approval	Drawings/Data sheets/documents as called for in the specifications (if any) shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.	
8.	Payment Terms	Payment terms shall be as per enclosed General Instructions and standard terms & conditions (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.	
9.	Penalty for Late Delivery	In case of delay in supply of material beyond the agreed contractual delivery, Penalty for Late Delivery would be applicable @ 0.5% of the undelivered portion w.r.t. PO delivery per week of delay or part thereof subject to a maximum of 10% of the total value of each LOT. Please confirm.	
		For Supplies from outside India, the date of OBL (Original Bill of Lading)/ Air Way Bill (AWB) would be treated as the date of delivery for penalty purposes.	
		For Supplies within India, the date of GR (Goods Receipt)/ LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.	
		In case of any deviation to the above penalty clause, BHEL reserves the right to load the offers to the extent to which it is not agreed by vendors (at offered value).	
10.	Additional Technical Requirements	Design, Manufacturing, Calibration of Flow Assembly shall be as per ASME PTC 6-2004. Please confirm.	
		Please inform name of Laboratory where calibration to be carried-out. BHEL approved laboratories for calibration of Flow Nozzles (660 MW sets) are Venturi Calibration Services CZ, Hams Hall UK & Alden Flow Laboratory (Holden, MA).	
		In case calibration is offered from other than BHEL approved laboratory, please also submit credentials of laboratory (like- calibration reports of similar nozzles calibrated at this laboratory, reference list etc.) for review & approval by BHEL. Calibration is to be done only in BHEL approved laboratories.	
		For ease of transportation, it is desired to provide an interlocking flange joint. Interlocking flange joint preferably be provided near center of the assembly. This interlocking flange joint to be opened for shipping after calibration. Please confirm.	
		Both parts of nozzle assembly shall be blanked at the ends & filled with nitrogen. Nitrogen filling will be done (for preservation) before dispatch. Please confirm.	
		To avoid loss of root valves and / or spare gaskets packed with nozzles, Supplier should tie these loose items to the pipe body using wire or other suitable sturdy material. Proper packaging of root valves to be ensured to avoid any possible	

(Signature of the Vendor with Seal)



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PACKAGE: Calibrated Flow Nozzle Assly. (660 MW)
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		transportation damage. As the assembly is calibrated, the nozzle joint should not be opened before use. To prevent accidental opening of nozzle flange, supplier to provide a metal clamp with the words "do not open" written on it. The clamp to be fixed across the flange & connected to any of the studs.	
11.	Quality Requirements	Testing and certification would be done as per ordering documents. Please confirm	
12.	MDCC clause	Please note that, material shall be dispatched only after issuance of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TC) and inspection report of third party (IR) in two hard copies to us. BHEL will issue MDCC within 7 days of receipt TCs & IR in hard copy, if complete clear w.r.t. approved quality plan and comply with approved technical documents. In case of any delay on account of BHEL delivery shall be re-scheduled accordingly	
13.	Guarantee	Guarantee shall be 24 months from the date of dispatch or 18 months from the date of commissioning whichever is earlier. Guarantee certificate is to be provided along with shipping documents.	
14.	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).	

(Signature of the Vendor with Seal)



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

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

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____ Dated: _____

Due on: _____

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

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

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

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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

6. PRICE SCHEDULE.

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

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

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

g) Evaluation of Indian Agents Commission:

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

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

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

h) While submitting your bids please clearly indicate:

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

7. REVERSE AUCTION.

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

8. DELIVERY TERMS.

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

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

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

Bharat Heavy Electricals Limited

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

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

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

For latest updating please refer our web site:

www.bhelhwr.co.in

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

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

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

10. PAYMENT TERMS.

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

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

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

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

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11. BANK GUARANTEE.

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

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

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

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

13. QUALITY REQUIREMENT.

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

14. VALIDITY.

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

15. RIGHT OF ACCEPTANCE.

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

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

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

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

16. TRANSIT INSURANCE.

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

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

17. PHYTOSANITARY CERTIFICATE:

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

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

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

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES/ARBITRATION.

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

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

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

22. INFORMATION TO THE BIDDERS.

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

23. MAKE IN INDIA (GOVT-NOTIFICATION).

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

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

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

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

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

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

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

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

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

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

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

24. NOTE.

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

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

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

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

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

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

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

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

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

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

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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.



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

6. PRICE SCHEDULE.

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

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

NB: Financial evaluation of L1, 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.

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8. DELIVERY TERMS.

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

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

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

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

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

10. PAYMENT TERMS.

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

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

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

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

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

11. TAXES & DUTIES.

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

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

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

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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."

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

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

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

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

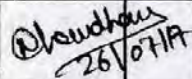
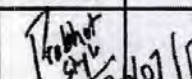
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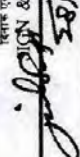
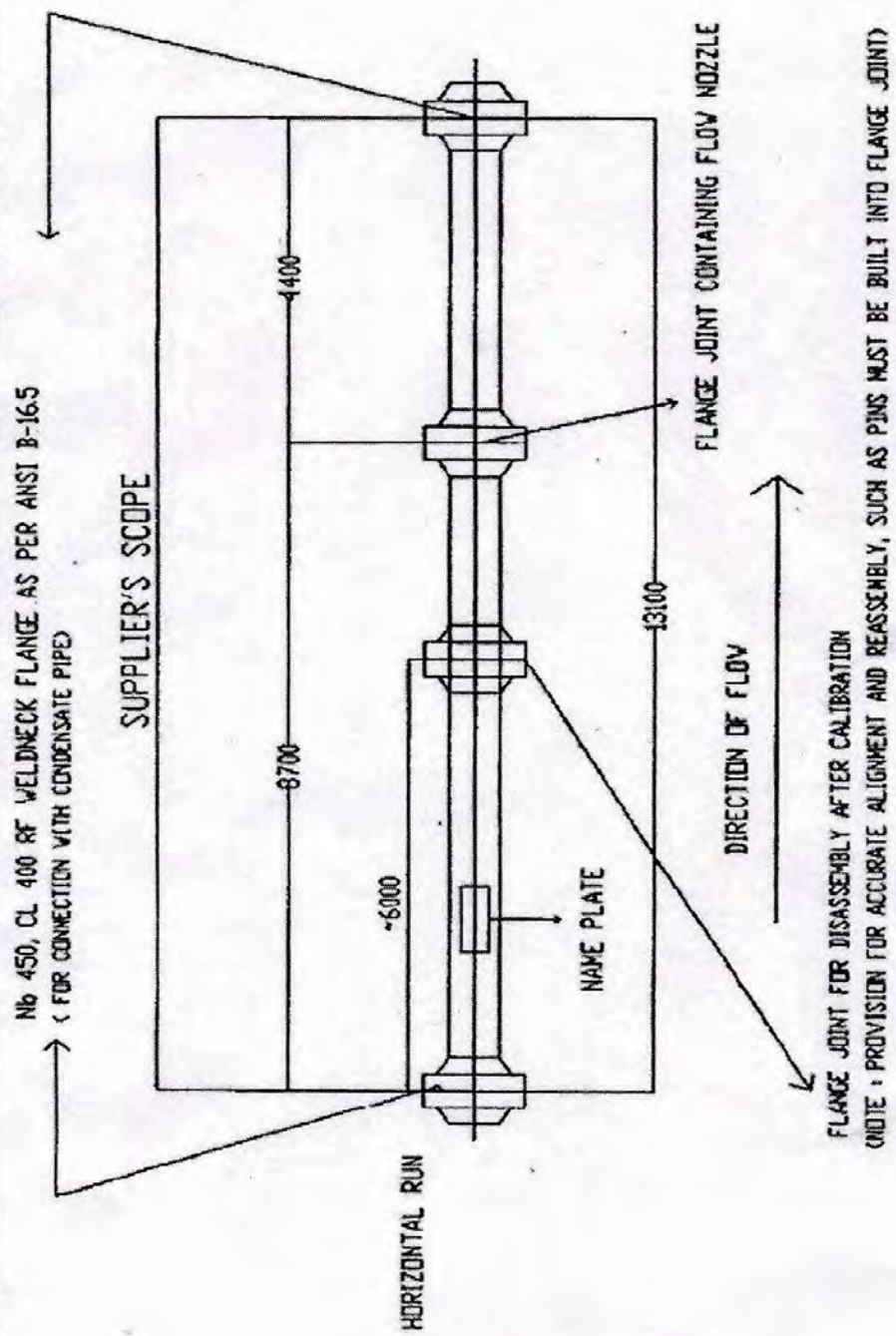
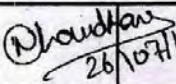
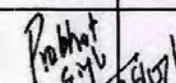
दिनांक एवं हस्ताक्षर SIGN & DATE SUPERSEDES INVENTORY NO. गारंटी पूर्ण संख्या को प्रतिबिंबित करता है		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		ST45008 पृष्ठ 6 का 1 Page 1 of 6	
		Based on standard : ASME PTC 6 2004			
TECHNICAL SPECIFICATION FOR CALIBRATED FLOW NOZZLES					
1.0 GENERAL This specification calls for supply of calibrated long radius, low beta ratio throat tap flow nozzle assembly(ies) for the accurate determination of primary flow in the Performance Guarantee test on the TG set of the project indicated in sheet-5.					
2.0 SCOPE Supply of calibrated flow nozzle assembly(ies) comprising primary flow element, flow straightener(s), end (& middle) flanges, gaskets (including one extra set for future use), requisite zinc plated bolts/studs & nuts, upstream and downstream pipe sections and suitable root valves for tap sets. Each of the four pressure tap sets shall be 90° apart and calibrated as per ASME PTC-6-2004.					
3.0 TECHNICAL REQUIREMENTS Long Radius, low beta ratio throat tap flow nozzle assembly is to be designed as per para 4.8.4 to 4.8.11 of "ASME PTC-6 2004", "ASME PTC 19.5 –Flow Measurement" along with data in Sheet No. 5. The overall dimensions & design of the flow meter(s) should match with those indicated in sketch in sheet No. 6. Major technical requirements are reproduced as follows:					
a) The flow nozzle(s) shall be designed, manufactured and calibrated as per ASME PTC-6 2004.					
b) The supplier should calibrate the nozzle(s) preferably by Weigh tank method with Reynolds number, Water Temperature & other flow conditions as close to test conditions as possible. When it is not possible to calibrate at the test Reynolds number, the calibration Reynolds number should be obtained in accordance with para 4.8.16 of ASME PTC-6-2004. While calibrating, the transition region from 1.0 million to 4.0 million should be established. It is recommended that the value of the coefficient be established at the highest Reynolds No. possible, to minimize the effects of the transition region (in accordance with para 4.8.13 of ASME-PTC-6-2004). It is recommended that nozzles be sized to produce throat Reynolds Nos. beyond this range if possible to avoid effects of the Transition region as described in para 4.8.17, pg.37 of ASME-PTC-6-2004.					
c) The supplier should get the flow nozzle calibrated only at a recognized facility having international repute. Calibration should be separately conducted on each pairs of four taps & preferably consist of at least 20 separate acceptable points over a wide range of Reynolds Nos. For each set of selected taps, the calibration curve shall be within 0.25% of the reference curve and shall have the same slope. The reference curve is given in fig. 4.10 & table 4.2 on pg. 37 of ASME PTC-6-2004. The calibration of the flow nozzle shall comply with the conditions listed in clause 4-8.14 and 4-8.15 on pg. 36 & 37 of ASME PTC-6-2004.					
दिनांक एवं हस्ताक्षर SIGN & DATE गारंटी पूर्ण संख्या INVENTORY NO.	स्वीकृतिकार एवं मोनरीय इस प्रलेख में दी गई सूचना भारत के दो प्राधिकृत निदेशिका की मर्यादा है, जिनका प्रयोग एवं प्रसारण अन्य से किसी भी तरह से किया जा सकता है, जो कि कंपनी के हित में हानिकारक हो, व किया जाय।		नाम NAME दिनांक एवं हस्ताक्षर DATE & SIGNATURE		
	TSX Lalit Kumar MEMBER-PSC NEELU GARG QAX S.K. CHAUHAN समूह का विभाग AGREED DEPTT. नाम NAME दिनांक एवं हस्ताक्षर DATE & SIGNATURE		अनुवादक TRANSLATED निर्माक WORKED BY जांचकर्ता CHECKED BY पर्यवेक्षणकर्ता SUPERVISED BY स्वीकृति APPROVED : S. BHATTACHARYA AGM (STE) निर्माण PREPARED : STE जारी ISSUED : TSX		
SUPERSEDES REV.NO. 02 Dt. 26/07/2017 CHANGE ADVICE NO. STE-17-05 26/07/17		दिनांक एवं हस्ताक्षर SIGNATURE & DATE NIKHIL CHAUDHARY PRABHAT SINGH Gr. NO. 2.83 दिनांक DATE : 07.10.2010			

स्वत्वाधिकार एवं गोपनीय

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		ST45008 पृष्ठ 6 का 3 Page 3 of 6	
SUPERSEDES INVENTORY	भारतीय नौदल की अधिकृत प्रतीति	4.0 DOCUMENTS TO BE SUBMITTED WITH OFFER 1) A copy of the design calculation for the nozzle(s) indicating clearly the calculation formula & the various correction factors like Buoyancy factor, Density correction, scale expansion etc. the bidder intends to apply in the calculations. 2) A typical flow calibration curve for a flow nozzle supplied earlier as per ASME PTC-6 2004 requirements. 3) Preliminary drawing of nozzle assembly and nozzle cross sectional drawing. 4) A quality plan on prescribed format. 5) Details of Manufacturing, testing & calibration facilities. 6) Experience list of supply of flow nozzle for similar rating supercritical thermal sets.			
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.		5.0 DOCUMENTS TO BE SUBMITTED FOR DESIGN APPROVAL (after Placement of order) 1) Drawings of the flow section with details of different components, material details and dimensions. 2) Final flow calculation as per ASME PTC-6 2004. 3) An assembly drawing showing the location and assembly of all major components including the location of the marks showing tap set Nos. 4) Quality plan. 5) Supplier shall not make any changes in drawings & materials after approval of documents without permission of BHEL.			
स्वामित्व अधिकार एवं गोपनीयता यह दस्तावेज भारतीय नौदल की संपत्ति है। इसका प्रयोग केवल भारतीय नौदल के ही उपयोग के लिए ही किया जाना है। इस दस्तावेज को किसी भी रूप में प्रसारित नहीं किया जा सकता है।		5.1 Flow nozzle assembly should be manufactured based on drawings approved by BHEL as per 5.0 above. 5.2 INSPECTION & TEST CERTIFICATES The following minimum tests shall be carried out as per BHEL approved drawings/ and applicable standards. 3 hard copies of test certificates and 1 soft copy in pdf format shall be submitted for all the tests listed below before packing and dispatch of nozzles. 1) Material tests for all major components (i.e.) Nozzle, Steel pipes, Flanges, fittings, etc 2) Magnetic particle or liquid penetrant examination for each pressure taps as per ASME Sect.V. 3) 100 % Radiographic examination of butt welds as per ASME Sect.VIII. 4) Hydrostatic pressure test of complete meter run at 1.5 times of design pressure for minimum 30 minutes with proof of test. 5) Surface finish measurement for Nozzles satisfying the requirements of ASME PTC-6 2004 and ASME PTC-19.5 as stated in para 3(d) above.			
दिनांक एवं हस्ताक्षर SIGN & DATE	28/07/17	5.3 WET CALIBRATION Calibrations on nozzle as per ASME PTC-6 2004. Copies of calibration for each tap set indicating nozzle/pipe diameter and calibration conditions, including curves and calculation data shall be submitted for review and acceptance before packing and dispatch of nozzles.			
भारतीय नौदल INVENTORY NO.	P-6401	REV. NO.: 02	निर्माणकर्ता WORKED BY	NIKHIL CHAUDHARY	N Chaudhary 26/07/17
			जांचकर्ता CHECKED BY	PRABHAT SINGH	Prabhatsingh 26/07/17

Revision & Date SIGNATURE & DATE 26/07/17		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)								ST45008																																								
										पृष्ठ 6 का 4 Page 4 of 6																																								
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<table border="1"> <thead> <tr> <th>S. No</th> <th>COMPONENT OPERATION</th> <th>CHARACTERISTICS</th> <th>CLASSIFICATION</th> <th>TYPE OF CHECK</th> <th>QUANTUM</th> <th>REFERENCE DOCUMENT</th> <th>ACCEPTANCE NORMS</th> <th>FORMAT OF RECORDS</th> <th colspan="3">AGENCY P W V</th> <th>REMARKS</th> </tr> <tr> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5</th> <th>6</th> <th>7</th> <th>8</th> <th>9</th> <th>10</th> <th>11</th> <th>12</th> <th>13</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>												S. No	COMPONENT OPERATION	CHARACTERISTICS	CLASSIFICATION	TYPE OF CHECK	QUANTUM	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY P W V			REMARKS	1	2	3	4	5	6	7	8	9	10	11	12	13													
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The quality plan shall include all the quality control measures and check adopted by the vendor to ensure that the material/ components/ assembly/ services supplied by the vendor meet /will meet the requirements as per specifications and good practices. They shall include all stages of operation such as materials, process, machining, assembly, calibration, painting, packing & dispatch. The following guidelines for filling the Quality plan may be noted:																																																		
Column 1- Serial Number																																																		
Column 2- Component / operation. The component and / or operation being checked shall be given here.																																																		
Column 3-Characteristics - The characteristic being checked shall be given here (e.g.) Chemical composition, mechanical properties, leak tightness, surface defects, etc.																																																		
Column 4- Category CR stands for critical characteristic affecting the safety of equipment and personnel. MA stands for major characteristic affecting performance, reduction in life, large down time. M1 stands for minor characteristic affecting appearance.																																																		
Column 5-Type of check: like chemical analysis, tensile testing, hydraulic test, visual examination, radiography, etc.																																																		
Column 6- Quantum of check such as 100%, 10%, 1 per Heat, etc.																																																		
Column 7- Reference documents - Documents such as Technical specifications, drawings, standard specifications (BS, ANSI, ASME, DIN, IS, etc.), procedure etc. according to which the checks are done.																																																		
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Column 9- Format of Records - Formats, log sheets, reports, etc. in which the observations are recorded. Standard log sheets, reports, format, etc. of the vendor shall be numbered and such reference numbers shall be included here.																																																		
Column 10-12 -Agency - The agency which performs the test/inspection shall be written in the sub-column P. The agency which witnesses the tests shall be written in the sub-column W & the agency which verifies the tests certificates/inspection records shall be written in the sub-column V.																																																		
Revision & Date SIGNATURE & DATE 26/07/17	REV. NO. :02		निर्माणकर्ता WORKED BY NIKHIL CHAUDHARY		जांचकर्ता CHECKED BY PRABHAT SINGH																																													
	INVENTORY NO. P-6401																																																	

निष्कर्ष एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR)		ST45008 पृष्ठ 6 का 5 Page 5 of 6															
		DATA SHEET FOR FLOW MEASURING DEVICE 660 MW & 700 MW SUPERCRITICAL THERMAL POWER PLANT																	
सुपरसेडस INVENTORY	नमूने की सूची संख्या को अधिकृत किया गया है	1) SERVICE : CONDENSATE FLOW TO DEAERATOR 2) TAG NO. : FP01 3) QUANTITY : 1 NO. 4) LINE FLUID : CONDENSATE (DM WATER) 5) OPERATING DATA																	
		<table border="1"> <thead> <tr> <th></th> <th>100 % LOAD (Design Point)</th> <th>80 % LOAD</th> <th>MAXIMUM LOAD</th> </tr> </thead> <tbody> <tr> <td>FLOW (T /Hr)</td> <td>1463.661</td> <td>1182.861</td> <td>1610.982</td> </tr> <tr> <td>PRESSURE(Kg/cm² abs)</td> <td>12.11</td> <td>12.00</td> <td>14.00</td> </tr> <tr> <td>TEMPERATURE (°C)</td> <td>153.8</td> <td>147.1</td> <td>154.8</td> </tr> </tbody> </table>					100 % LOAD (Design Point)	80 % LOAD	MAXIMUM LOAD	FLOW (T /Hr)	1463.661	1182.861	1610.982	PRESSURE(Kg/cm ² abs)	12.11	12.00	14.00	TEMPERATURE (°C)	153.8
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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.		6) PIPE SIZE : O.D. = 457.00 mm : I.D. = 431.60 mm : Thickness = 12.70 mm 7) PIPE MATERIAL : SA106 Gr C. 8) PIPE STANDARD : ANSI B 36.10 9) TYPE OF FLOW ELEMENT : LOW BETA RATIO THROAT TAP NOZZLE 10) MATERIAL OF FLOW ELEMENT : 316L/321 SS or Equivalent 11) TYPE OF MOUNTING : Flanged (WNRF) 12) TYPE OF TAPPING : Throat Taps 13) NO.OF TAPPING POINTS : FOUR Pairs 14) TYPE OF FLOW STRAIGHTENER : Perforated or Tubed Plate (As per Fig. 4.5, ASME PTC-6-2004) 15) GRADIENT : Horizontal 16) ALLOWABLE PRESSURE LOSS : Approx 1.0 Kg/cm ² at 100 % load 17) DESIGN & CALCULATIONS : As per ASME PTC-6-2004 & ASME PTC 19.5-2004 Flow Measurement 18) CALIBRATION CURVES & DATA : Required for each pair of tapings. Data indicating Cd _{theo} & Cd _{practical} to be furnished. 19) DIFFERENTIAL AT 100% LOAD : Preferably 1.5 Kg/cm ² 20) INSTRUMENT RANGE : 0-2.5 Kg/cm ² Dp transmitter 21) LIST OF REFERRED STANDARD : ASME PTC-6, ASME PTC-19.5, ANSI-B16.5, ANSI B36.1, ASME Sect. V, ASME Sect. VIII																	
		22)																	
निष्कर्ष एवं हस्ताक्षर SIGN & DATE 26/07/17	REV. NO.: 02	निर्माणकर्ता WORKED BY NIKHIL CHAUDHARY	जांचकर्ता CHECKED BY PRABHAT SINGH	26/07/17	26/07/17														

सामग्री सूची संख्या INVENTORY NO. P-640	दिनांक एवं हस्ताक्षर SIGN & DATE  28/7/17	स्वामित्व अधिकार एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत हेवी एलेक्ट्रिकल्स लिमिटेड की सम्पत्ति है। इसका प्रयोग एवं प्रसारण अन्य के बिना की तरह प्रयोग, जो कि सम्पत्ति के हित में सुविधाकारक हो न सिया जाये।	COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	सामग्री सूची संख्या को प्रतिबिम्बित करना है SUPERSEDES INVENTORY	दिनांक एवं हस्ताक्षर SIGN & DATE																	
REV. NO. :02			 उत्पाद क्रय विनिर्देश (हीप : हरिद्वार) PRODUCT PURCHASE SPECIFICATION (HEEP: HARIDWAR) ST45008 पृष्ठ 6 का 6 Page 6 of 6 Nb 450, CL 400 RF WELDNCK FLANGE AS PER ANSI B-16.5 FOR CONNECTION WITH CONDENSATE PIPE SUPPLIER'S SCOPE  FLANGE JOINT FOR DISASSEMBLY AFTER CALIBRATION NOTE : PROVISION FOR ACCURATE ALIGNMENT AND REASSEMBLY, SUCH AS PINS MUST BE BUILT INTO FLANGE JOINT DESIGN DATA <table border="1"> <thead> <tr> <th>PIPE O.D.</th> <th>PIPE THICKNESS</th> <th>PIPE MATERIAL</th> <th>DESIGN PRESSURE</th> <th>TEST PRESSURE</th> <th>DESIGN TEMP.</th> <th>DESIGN CODE</th> </tr> </thead> <tbody> <tr> <td>457.00</td> <td>12.70</td> <td>SA 106 Gr-C</td> <td>48 Kg/cm²</td> <td>720 Kg/cm²</td> <td>160 Deg C</td> <td>ANSI B36.1</td> </tr> </tbody> </table> All Dimensions in mm			PIPE O.D.	PIPE THICKNESS	PIPE MATERIAL	DESIGN PRESSURE	TEST PRESSURE	DESIGN TEMP.	DESIGN CODE	457.00	12.70	SA 106 Gr-C	48 Kg/cm ²	720 Kg/cm ²	160 Deg C	ANSI B36.1	निर्माणकर्ता WORKED BY जांचकर्ता CHECKED BY	NIKHIL CHAUDHARY PRABHAT SINGH	 26/10/17  26/10/17
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