



**BHARAT HEAVY ELECTRICALS LIMITED**  
**HEEP HARIDWAR INDIA-PIN 249403**  
**PHONE NO: +91 1334-28-5203**

**Sub: OPEN TENDER (WELDING ROD)**

Dear Sir/Madam,

The Heavy Electricals Equipment Plant (HEEP) located at Haridwar, India is one of the major manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HEEP includes design and manufacture of large steam and gas turbines, turbo generators.

This is a global open tender inviting participation from both Indian and foreign bidders (i.e. bidders from outside India) for requirement of Support Ring, Outer Seal Ring and Seal Ring for turbo generators.

**Online tenders through NIC portal (<https://eprocurebhel.co.in>) are invited for the supply of the following items.**

Sl. No.	Tender No.	Item Description	Qty. (Kg.)	Last date to get documents from BHEL	Opening date & time
1.	<b>Tender No. : E/E204/2025/3445/L1</b>	HW7799940816 WELDING ROD SPEC: TG60470 REV: 02 SIZE: DIA 2,L=1000 MM DIM.: D GRADE: S- CU SN	<b>94.25 kg</b>	<b>02/04/2026 (up to 13.30 Hrs.)</b>	<b>02/04/2026 (at 16:00 Hrs.)</b>

Tenders will be received up to 13:30 Hrs. (IST) on opening date and opened on the same day at 16:00 Hrs. (IST) through Govt NIC portal. This notification shall not be published in any Newspaper.

The tender documents can be downloaded from our web site [www.bhel.com](http://www.bhel.com) or [www.hwr.bhel.com](http://www.hwr.bhel.com). Tenderers can get relevant specifications & drawings of the above items prior to due date against copy of NDA in soft copy by email to [kvimal@bhel.in](mailto:kvimal@bhel.in) & /or [sujit.kumar@bhel.in](mailto:sujit.kumar@bhel.in).

1. NDA is required to be signed & stamped on every page after filling relevant details.
2. PPP-MII, Public Procurement (Preference to Make in India), order 2017 (Revised DT 19.07.2024) shall not be applicable (case value is less than Rs. 5.00 Lakhs).
3. FALSE DECLARATIONS WILL BE IN BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1)(i)(h) OF THE GENERAL FINANCIAL RULES FOR WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151 (iii) OF THE GENERAL FINANCIAL RULES ALONGWITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.
4. BHEL General instructions and standard terms & conditions (GISTC) is applicable in this case. In case of any deviation from GISTC, please clearly mention in your offer. BHEL reserve the right to non-consideration of offer in case of deviation from GISTC.
5. The clauses mentioned in BHEL GISTC which pertains to govt guidelines, only latest Govt Guidelines shall be applicable.
6. The evaluation of the bids would be done on the basis of total landed cost to BHEL. The prices are to be quoted in internationally freely tradable currency only. The evaluation currency for this tender shall be INR.
7. Interested bidders must submit complete offer on or before due date through BHEL GePNIC e-procurement portal (<https://eprocurebhel.co.in>).
8. The bids shall be submitted in two parts, as described below, on or before the due date. Part-II (price bid) of qualified bidders, shall be opened at a later date.
9. Part I bid shall comprise of – Pre-qualification requirement (Annexure-A), NDA (Annexure-E), BHEL GISTC (Annexure F) and Techno -Commercial Bid, replica of price-bid (without price).
10. Part II – Price Bid (BOQ Sheet) (**mention unit price and select applicable currency**).

11. **The Integrity Pact (IP) shall not be applicable in this case as case value is less than Rs. 2.00 Cr.**
12. **Offers of only those vendors who fulfill the Minimum/Pre-Qualifying Requirements (as per Annexure-A) & Quality Requirements Annexure -B will be considered for further technical evaluation/customer approval.**
13. **Deviation with reference to specification, if any, should be clearly indicted on a separate sheet.**
14. Other cross-referred documents/specifications can be obtained by email to [kvimal@bhel.in](mailto:kvimal@bhel.in) & [sujit.kumar@bhel.in](mailto:sujit.kumar@bhel.in) Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.
15. **The total quantity may undergo change at the time of ordering.** The details of each item with required deliveries are given in **ANNEXURE-D (Details of Items)**. **Bidder kindly quote their prices keeping delivery requirement of this tender.**
16. Vendors must fulfill **Pre-Qualifying Requirements (Annexure-A)** and **Quality requirement (Annexure-B)** as mention in NIT. Please confirm to submit clause wise compliance of PQR (annexure-A). Offers of those vendors who fails to provide documents/clarifications/fulfill the PQR, after part-1 opening shall be liable for rejection & informed thereupon.
17. **Prices are to filled in Price bid sheet (BOQ of Price bid) CAREFULLY.**
18. BHEL reserve the right to reject any or all the bids/Quotations without assigning any reason thereof. BHEL also reserve the right to increase or decrease the tender quantity. Bidders should be prepared to accept order for reduced quantity without any Extra charges.
19. **Revision of rate/price is not acceptable unless asked by BHEL due to major change in drawing/specification/tender quantity.**
20. Amendment/corrigendum, of any, will be hosted on our website only. Other terms and conditions shall be as per tender documents.
21. This requirement is divisible in nature material code wise, hence quantity distribution in any respect such as MSE Vendors benefit shall be applicable as prevailing guidelines.
22. Make in India Purchase preference shall not be applicable in this case as tender value is less than Rs. 5.00 Lacs.
23. **EMD/PBG is not applicable for this tender.**
24. **Delivery Terms -**  
**Indigenous Supplier:**  
Please quote your rates on FOR destination basis. However, the insurance will be arranged by BHEL. You can dispatch goods through any Indian Bank Association approved transporters having their branch at Haridwar/destination. For your convenience the names and addresses of transporters approved by IBA & BHEL are posted at our hwrnet." If any bidder still quotes on other than FOR destination basis, then his offer will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby station, against the enquiry/freight rate available with BHEL.  
  
**Foreign suppliers:** (A) SEA CONSIGNMENTS: Please quote your rates with both the options (a) FOB / FAS dispatching port & (b) C&F/CFR Landing Port. However, the order shall be placed on C&F / CIF basis. (B) AIR CONSIGNMENTS: Please quote your rates with both the options (a) FCA dispatching Airport & (b) CPT Landing Airport.
25. **Treatment of offers submitted by agents in OT –**
  1. Either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both.
  2. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
  3. The agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.

26. The authorization letter from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. In case order is to be placed and executed by the agent, the following aspects are to be ensured:
- The manufacturer should meet the PQR requirement as defined in the tender.
  - In order to establish capability of agent to execute the order, the agent should have annual turnover of at least equal to the estimated value of the goods required under the subject tender during one Financial Year and the Net worth of the bidder(agent) should be positive.
  - Manufacturer and bidder should Jointly confirm Guarantee for the Quality of product and timely delivery as stipulated in the 2A-28.
27. BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit/interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals/companies– representative/adviser/retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work/stockiest not registered specifically etc. are agents) The bidders (originals manufacturers) will have to submit ink-signed offer/bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. However, the suppliers or their authorized person may be allowed to attend the tender opening, if duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.
- 28. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017 -**
- All latest provisions of Govt Orders under Restrictions Under Rule 144(XI) of the GFRs ,2017 shall be applicable for this tender enquiry.
  - Accordingly, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the said Order of DoE.
  - Registration with the competent authority as stipulated in the said order is responsibility of bidder. Refer link <https://doe.gov.in/procurement-policy-division?page=2> for the circular and procedure.
  - Bidder has to submit a certificate certifying following along with offer:  
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.  
I certify that bidder (Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority.  
I hereby certify that bidder (Name of bidder) fulfils all requirements in this regard and is eligible to be considered"
  - If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer.
  - Offers of those bidders which is from such country which shares a land border with India shall only be considered with valid registration by the Competent Authority along with offer.
29. E-invoicing under GST is being implementing w.e.f. 01.10.2023 for all the taxable persons having turnover more than Rs 5 cr. It has been specified by the govt. That it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from govt. Portal on a tax invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by supplier in e-invoicing system.
30. In case the vendor / contractor delays or fails to provide all documents as per the purchase order / work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by govt. Of india w.e.f. 01.04.2022.

31. **In case of any deviation from BHEL GISTC, please clearly mention in your offer. BHEL reserve the right non-consider of offer in case of deviation from GISTC.**
32. **The evaluation currency for this tender shall be INR to decide L1 bidder (SBI TT selling rate shall be considered as applicable on enquiry opening date or latest available previous date). Evaluation shall be Material code / items wise.**
33. MSE\*\* Suppliers can avail the intended benefits only if they submit along with 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 CA certificate (Format enclosed as per Annexure - 3 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 bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. If the tender is to be submitted through e-procurement portal, then the above stated documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

**34. Conflict of Interest:**

- “Treatment of cases regarding conflict of interest:** The bidder notes that a conflict Of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:
- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.
  - ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
  - iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. 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. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) .from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article\ Certificate.
  - iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. **In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**

35. MSE benefits 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.**

**36. Standard instructions: -**

1. Testing and certification as per BHEL specification Required.
2. Basic rate, taxes & Duties separately.

**37. Documents with this tender attached are: -**

1. Pre-Qualification requirement (Annexure-A).
2. Quality Requirements (Annexure-B).
3. Compliance sheet for technical/commercial terms and conditions as per GISTC Rev: 10 (Annexure-C).
4. Item Details and delivery schedule (Annexure-D).
5. Non-Disclosure Agreement NDA (Annexure-E)
6. General Term and condition (GISTC) applicable for this tender (Annexure-F- For Indian and Foreign Bidders).

**38. All correspondence therefore, shall be addressed to the following persons: -**

<b>Mr. VIMAL KUMAR</b> <b>Designation: Dy. Manager (PPX-EM)</b> 4 <sup>th</sup> Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India <a href="mailto:kvimal@bhel.in">Email ID: kvimal@bhel.in</a> Tel: +91 1334 28 5203 Mob- 8126754726	<b>Mr. Sujit Kumar</b> <b>Designation: Mgr. (PPX-EM)</b> 4 <sup>th</sup> Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India <a href="mailto:rajpal@bhel.in">Email ID: rajpal@bhel.in</a> Tel: +91 1334 28 5622 Mob- 9414017790
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For any further details please log on to [www.bhel.com](http://www.bhel.com) or [www.etenders.gov.in](http://www.etenders.gov.in) or [www.hwr.bhel.com](http://www.hwr.bhel.com)

## Annexure-A

PQR NO.: EME/PMD: TG056/TG60470

Date: 02-08-2023

### PRE-QUALIFICATION REQUIREMENTS (TECHNICAL) FOR WELDING ROD/WIRE

**Introduction:** Welding rod/wire to material no. 2.1006 of material grade SG-CuSn of DIN 1733/ material grade S Cu 1898 of DIN EN ISO 24373 is being used for welding of HCP/ OF grade copper tubes with HCP grade copper forging (T-piece and Flange) in an inert gas environment during the manufacturing of Bus Rings for  $\geq 500$  MW Turbogenerator. Further weld joints are Helium leak tested.

Based on the application, Mechanical, Electrical Properties and precise melting range of the welding rod/wire is very important apart from the chemical composition. These are very critical items and proper quality of welding rod/wire are of paramount importance.

#### 1. EXPERIENCE:

The vendor should have the experience of manufacturing and supplying the **Welding rod / wire of material grade SG-CuSn of DIN 1733 / material grade S Cu 1898 of DIN EN ISO 24373, material no. 2.1006** confirming to the chemical composition, mechanical & Electrical properties, Melting range and other properties as per above corresponding Grade & Specification and for same / similar application, during last 20 years from date of issuance of enquiry.

In support of which, vendor to submit the following documents: -

- 1.1) Copy of Two unpriced purchase orders (Out of which one P.O. of minimum 50 kgs. quantity) having requirement of above Welding rod/wire.
- 1.2) Copy of test certificates corresponding to all purchase orders submitted against clause no. 1.1.
- 1.3) Vendor to submit the documentary evidence for acceptance of materials for all the purchase order submitted against clause no. 1.1.
- 1.4) **End User Certificate:** Vendor to submit at least one Certificate from End User certifying that the material supplied against any above PO has been successfully used in same / similar application (as mentioned in Introduction above) and that assembly/ Component is successful in operation for at least 1 year.

OR

Vendor to provide documentary evidence that they are approved vendor to Generator OEM of  $\geq 200$  MW for above item and at least two Purchase orders must have been executed to that Customer (Supporting Documents: Approved Vendor of OEM and 2 number Purchase Order copy from same OEM).

#### 2. MANUFACTURING FACILITIES:

- 2.1) Vendor to confirm that they have in-house facilities for manufacturing of "Welding rod/wire" of material grade SG-CuSn of DIN 1733/ material grade S Cu 1898 of DIN EN ISO 24373, material no. 2.1006. Vendor to furnish details of the manufacturing facilities available at their works.

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Date: 02-08-2023

2.2) In case vendor does not have in-house facilities for any manufacturing operation/activity and same is subcontracted by vendor, vendor to furnish details of sub-vendors and facilities available at sub-vendor works.

**3. TESTING FACILITIES:**

3.1. The vendor should have in-house facilities for carrying out the following tests and provide details of test equipment available at their works:

- a) Chemical Composition.
- b) Mechanical properties
- c) Electrical conductivity
- d) Melting Range

3.2. Vendor to confirm that the test facilities available at their works are calibrated and sufficient to carry out all the test as per enquired specification TG60470.

3.3. In case vendor conducts test at an outsourced testing agency, the out sourced testing facility should be NABL/ILAC/APLAC accredited and vendor to furnish the details of the same.

**NOTE:** BHEL reserves the right to verify the information submitted by the vendor.

आदित्य कुमार  
प्रबन्धक (ई.एम.ई.)  
22/08/23

अजय कुमार गुप्ता  
उपमहाप्रबन्धक (ई.एम.ई.)  
अजय  
2/8/23

रीना मोर्या  
उप. प्रबंधक (ई.एम.ई.)  
2.8.23

## Annexure-B

### **21. Quality Requirements:**

QUALITY REQUIREMENT FOR THE ABOVE-MENTIONED INDENT ARE AS FOLLOWS: -

- 1) VENDOR TO CONFIRM TESTING AND CERTIFICATION AS PER ORDERING DRAWING/ DOCUMENTS/ SPECIFICATION.
- 2) VENDOR TO CONFIRM TO FOLLOW BHEL APPROVED DRAWING/ DOCUMENTS/ SPECIFICATION IN TOTALITY.
- 3) BHEL APPROVED NDT PROCEDURE SHOULD BE OBTAINED BY VENDORS BEFORE PERFORMING NDT (IF THE SAME IS NOT ALREADY AVAILABLE WITH THE VENDOR FOR THE JOB)..

S. No.	Material Code	Total quantity	NTPC quantity	Non-NTPC quantity
1	HW7799940816	94.25 kg		

1. Vendor to submit clause wise Test Certificates (TCs) as per BHEL specifications without any deviations, along with dispatch documents at the time of delivery. Accordingly, bidders may submit their offer, any price implications on account of Test Certificate / Test required as per specifications will not be entertained later (after Part-I opening).
2. Vendor to submit Dully filled PQR Sheet, Technical Offer and Duly endorsed copy of GISTC Rev-10 along with their offer for faster processing of case.

### **Note: -**

1. BHEL will consider only those bidders for technical scrutiny, who will qualify Pre-Qualification requirement.

**Annexure-C****COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS as per GISTC R:10**

Quotation against Enquiry No. \_\_\_\_\_ Dated: \_\_\_\_\_ Due on: \_\_\_\_\_

BHEL Standard Terms	Vendor's Acceptance
<p><b>1. Payment terms:</b></p> <p>a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Stores or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.</p> <p>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 terms.</p> <p>c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.</p> <p>d) Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch &amp; invoice details on BHEL SUVIDHA portal at <a href="https://suvidha.bhel.in/suvidha/">https://suvidha.bhel.in/suvidha/</a>, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs Five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs Five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.</p> <p>e) 100% payment along with taxes, freight &amp; insurance shall be made within 90/ 60/ 45 days (as applicable) from material entry date subject to submission of non-discrepant documents by vendor and acceptance of material by BHEL as per terms and conditions of Purchase Order. In case of any objection in documents/acceptance of material, the same shall be informed to vendor within 15 days of delivery of the material. In such a case, the payment shall be made to the vendor within 90/ 60/ 45 days (as applicable) of the day such objection is removed by the vendor.</p> <p>f) For MSMEs (covered under MSME Act), wherever such status claimed by vendor and accepted by BHEL, the payment shall be made within 45 days for Micro and Small category and 60 days for Medium category from material entry date or as prescribed in the relevant act. Other conditions w.r.t. submission of dispatch documents and acceptance of material shall remain the same as elaborated above in Sl. No. 10(d).</p> <p>g) 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.</p> <p>h) 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 recoverable from Vendor along with interest levied /leviable on BHEL.</p> <p>i) 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.</p> <p>The loading criteria for the different payment terms shall be as per latest BHEL's GISTC (<b>General Instructions and Standard Terms &amp; Conditions</b>).</p>	
<p><b>2. TAXES &amp; DUTIES:</b></p> <p>Applicable taxes and duties during the dispatch of material.</p>	
<p><b>i. Rate of GST</b></p>	
<p><b>ii. Input Tax Credit Shall be available</b></p>	
<p><b>iii. Any Other Duty:</b></p>	

BHEL Standard Terms	Vendor's Acceptance
<b>3. Packing Charges</b> shall be included in quoted rates.	
<b>4. Forwarding Charges</b> shall be included in quoted rates.	
<b>5. Delivery basis:</b> On "FOR BHEL Haridwar" Basis & Freight charges shall be inclusive in quoted rates.	
<b>6. Delivery Period:</b> Please note, material is required at BHEL Haridwar as per Annexure-D. Vendor to quote their offer accordingly.	
<b>7. Dispatch of Material:</b> Items should be dispatched through BHEL approved transporters, however Indian bank approved transporters having their branch at Haridwar (details available at <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> ) may be considered for dispatch of material. However, in case dispatch through IBA approved transporter demurrage/any other charges shall be borne by supplier. In case dispatch made through un-approved transporters payment shall be made after receipt & acceptance of material only and demurrage/any other charges shall be borne by supplier.	
<b>8. Transit Insurance</b> Transit insurance will be arranged by BHEL for which immediate intimation of dispatch is required as indicated in purchase order. Please send your offer keeping this in view.	
<b>9. Late delivery penalty Clause:</b> <ul style="list-style-type: none"> <li>• Liquidated Damages (LD) 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.</li> <li>• Date of Receipt of material at BHEL Haridwar Shall be treated as date of delivery for penalty purpose.</li> <li>• In case of non –acceptance, BHEL may load maximum penalty under LD clause (10 %), to the extent the same is not agreed by the vendor, for the purpose of comparative statement. Where deliveries quoted by the vendor are not suiting, BHEL may also ignore the offer of the vendor.</li> </ul>	
<b>10. Force Majeure.</b> Bidder to confirm that they have read the force majeure clause as per BHEL's GISTC and acceptable to them. If bidder does not agree to the said force majeure Clause in GISTC, BHEL reserves the right to reject the offer.	
<b>11. Offer Validity:</b> Validity of the offer should be minimum 120 days from tender opening date.	
<b>12. Deviation</b> Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The offers that do not meet the substantial requirements of our enquiry are liable	

BHEL Standard Terms	Vendor's Acceptance
to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
<p><b>13. Firm &amp; Fixed Price</b></p> <p>Please confirm that prices shall be firm and fixed till execution of contract. Please note that no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However, if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.</p>	
<p><b>14. Origin of Quotation:</b></p> <p>The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotation is liable to be ignored.</p> <p>Also, the name of principal supplier should be indicated on envelop in addition to Enquiry no and due date.</p>	
<p><b>15. Settlement of dispute / Arbitration:</b> The seat &amp; venue of arbitration shall be as per BHEL's GISTC.</p>	
<p><b>16. Conflict of Interest:</b></p> <p><b><u>“Treatment of cases regarding conflict of interest:</u></b></p> <p>The bidder notes that a conflict Of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:</p> <ul style="list-style-type: none"> <li>v) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.</li> <li>vi) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;</li> <li>vii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. 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. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) .from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article\ Certificate.</li> <li>viii) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party.</li> </ul>	

BHEL Standard Terms	Vendor's Acceptance
<p>However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.</p> <p>The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p><b>In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.</b></p>	
<p><b>17. Breach of contract:</b> - Please confirm that in case of breach of contract, recovery of an amount equivalent to 10% of the contract value shall be done from your pending bills etc. In case of non-acceptance of Breach of contract clause by some bidders, the offers of such bidders shall be loaded by 10% of the contract value or by the value by which 10% recovery condition of breach of contract clause is less accepted by such bidders</p>	
<p><b>18. Test Certificates:</b> Vendor to submit detailed clause wise Test Certificates (TCs) as per BHEL specifications along with dispatch documents at the time of delivery.</p>	
<p><b>19. Certificate of compliance:</b> Vendor to submit Certificate of Compliance along with supply.</p>	
<p><b>20. Guarantee Certificates:</b> Vendor to submit Guarantee Certificate along with dispatch documents at the time of delivery.</p>	
<p><b>21. Quality Requirements:</b> QUALITY REQUIREMENT FOR THE ABOVE-MENTIONED INDENT ARE AS FOLLOWS: -</p> <ol style="list-style-type: none"> <li>1) VENDOR TO CONFIRM TESTING AND CERTIFICATION AS PER ORDERING DRAWING/ DOCUMENTS/ SPECIFICATION.</li> <li>2) VENDOR TO CONFIRM TO FOLLOW BHEL APPROVED DRAWING/ DOCUMENTS/ SPECIFICATION IN TOTALITY.</li> <li>3) BHEL APPROVED NDT PROCEDURE SHOULD BE OBTAINED BY VENDORS BEFORE PERFORMING NDT (IF THE SAME IS NOT ALREADY AVAILABLE WITH THE VENDOR FOR THE JOB).</li> </ol>	
<p><b>22.</b> The authorization letter from the manufacturer, clearly indicating contact details like Name, E-mail &amp; address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. In case order is to be placed and executed by the agent, the following aspects are to be ensured:</p> <ol style="list-style-type: none"> <li>(d) The manufacturer should meet the PQR requirement as defined in the tender.</li> <li>(e) In order to establish capability of agent to execute the order, the agent should have annual turnover of at least equal to the estimated value of the goods required under the subject tender during one Financial Year and the Net worth of the bidder(agent) should be positive.</li> <li>(f) Manufacturer and bidder should Jointly confirm Guarantee for the</li> </ol>	

BHEL Standard Terms	Vendor's Acceptance
Quality of product and timely delivery as stipulated in the 2A-28. Please submit authorization letter.	
<p><b>23. Documents requirement confirmation:</b> Vendor to submit following documents along with their offer for faster processing of case: -</p> <ol style="list-style-type: none"><li>1. Dully filled PQR Sheet (Annexure-A) along with required documents</li><li>2. Detailed technical Offer.</li><li>3. Duly endorsed copy of BHEL GISTC Rev-10.</li><li>4. Duly filled and endorsed compliance sheet (Annexure-C).</li></ol> <p><b>Note: Attach separate sheet for additional information if necessary. The above terms &amp; condition supersedes the terms &amp; conditions found contradictory written elsewhere in the tender enquiry and offer of bidder.</b> Vendors are requested to comment on each applicable clause and write as "NA" if not applicable. Please attach this sheet with your techno-commercial offer. <b>Signature with stamp</b></p>	

## **Annexure-D**

### **Item Details and Delivery Schedule**

Sl. No.	Tender No.	Item Description	Qty. (Kg)	Delivery Schedule
1.	<a href="#"><u>E/E204/2025/3445/L1</u></a>	HW7799940816 WELDING ROD SPEC: TG60470 REV: 02 SIZE: DIA 2,L=1000 MM DIM.: D GRADE: S-CU SN	94.25 kg	30.12.2026

**NOTE:**

1.THE QUANTITY INDICATED ABOVE CAN BE INCREASED / DECREASED.