



Bharat Heavy Electricals Limited
Heavy Equipment Repair Plant (HERP)

Tarna, Shivpur, Varanasi - 221003

Enquiry No: E-304-19-0136-61-1

TENDER DOCUMENT

PART I: TECHNO-COMMERCIAL BID & SUPPLIER REGISTRATION FORM (SRF)

PART II: PRICE BID

TENDER FOR SUPPLY OF ALLOY STEEL FORGINGS at BHEL HERP, VARANASI



**MATERIAL MANAGEMENT DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEAVY EQUIPMENT REPAIR PLANT
TARNA, SHIVPUR
VARANASI – 221 003 (U.P)**



Bharat Heavy Electricals Limited

Heavy Equipment Repair Plant (HERP)

Tarna, Shivpur, Varanasi - 221003

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NOTICE INVITING TENDER

Annexure-I

Sub: Open Tender for supply of Alloy Steel Forgings

The Heavy Equipment Repair Plant (HERP) located in Varanasi, Uttar Pradesh, India is one of the manufacturing plants of Bharat Heavy Electricals Ltd. The core business of HERP includes supply of Bowl Mill Spares, Load Hangers and Turbine Spares. Online tenders are invited from the interested parties (registered as well as unregistered) for the supply of the items mentioned at Annexure-V.

The tender documents, Supplier Registration Form (SRF) & Drawings/Specification of item can be downloaded from our web site www.bhel.com, www.bhelherp.com, www.bhel.abcprocure.com and www.eprocure.gov.in. BHEL will not issue tender in hard copy. It shall be downloaded from the above mentioned websites. ***The bids shall be submitted through E-procurement system M/s ABC Procure- Ahmedabad only. No bids through e- mail /Fax/Hardcopy will be accepted by BHEL.***

Tenders will be received up to 02.00 P.M. on 22-07-2019 **through E-procurement system M/s ABC Procure- Ahmedabad** and will be opened on the same day.

Amendments / Corrigendum, if any, will be hosted on above mentioned websites only. Other terms and conditions will be as per tender documents.

For any information/clarification, parties may contact the following executives of HERP Purchase Department: -

1. Shri. Ravi Shankar Prasad
Sr. Engineer (Purchase)
Ph No: - 9889124446
Email: - rsprasad@bhel.in

2. Shri. Santosh Chand
Dy. Manager (Purchase)
Ph No: - 0542-3076577
Email: - santoshchand@bhel.in



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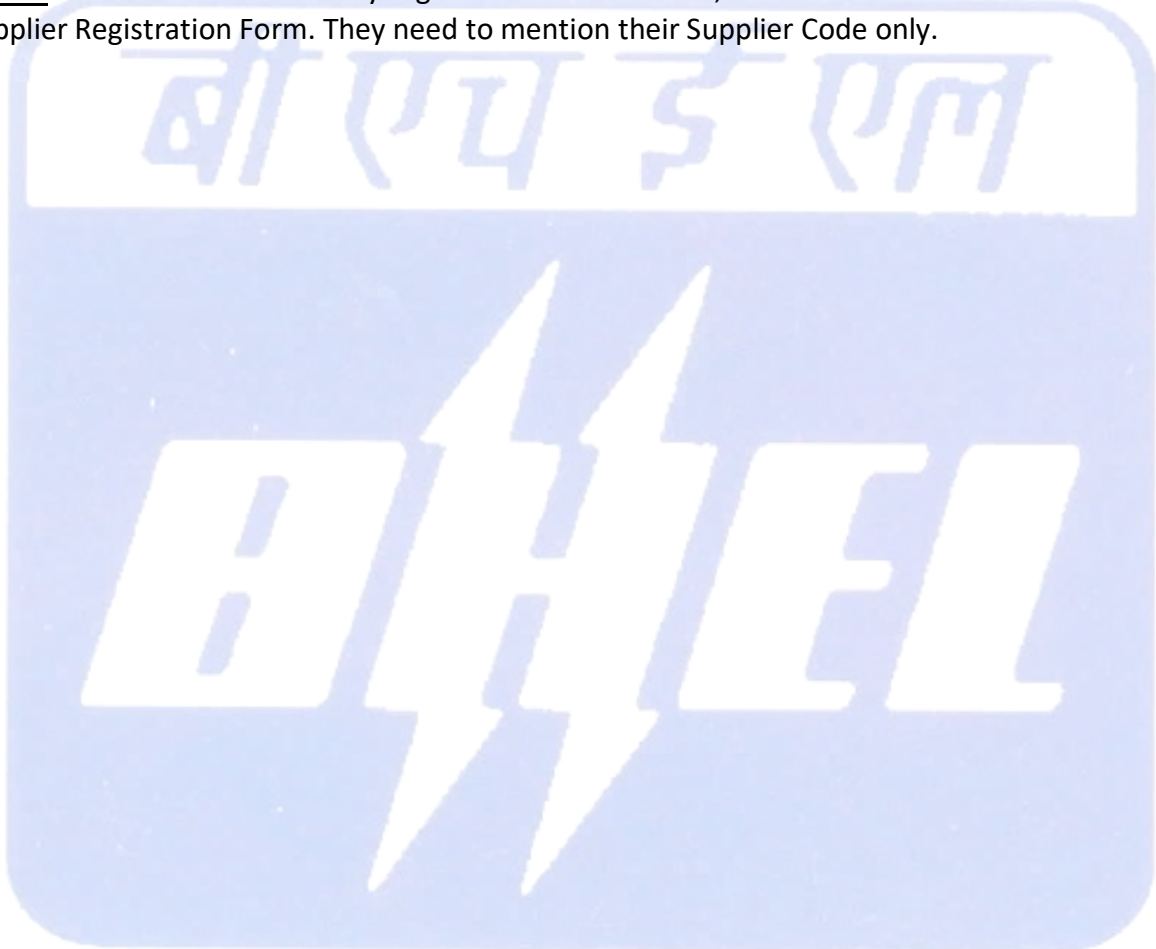
Annexure-II

SUPPLIER REGISTRATION FORM

Supplier Registration Form for indigenous and foreign vendors is enclosed as per Annexure- B and Annexure – C respectively along with tender.

(PDF Format attached, 08 Pages for indigenous and 04 Pages for foreign vendors)

Note: Vendors who are already registered at BHEL- HERP, Varanasi need not submit the Supplier Registration Form. They need to mention their Supplier Code only.





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Annexure-III

SPECIAL INSTRUCTIONS TO BIDDERS FOR OPEN TENDER DEFINITION

a. Registered Vendors - Are those who are registered with BHEL, HERP, Varanasi.

b. Un-registered Vendors - Are those who are not registered with BHEL, HERP, Varanasi.

c. ESSENTIAL INSTRUCTIONS:

1. The tenders shall be submitted in two parts as described above on or before the due date:

- i. Part I - Techno -Commercial Bid & SRF,
- ii. Part II - Price Bid

2. Part-II (Price Bids) along with supplementary price bids (if any) will be opened at the subsequently decided date of only those bidders whose techno-commercial bid has been found to be acceptable/suitable.

3. Currency exchange rate (TT selling rate of SBI) will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.

4. Evaluation of Bid: - The bid shall be evaluated on Cost to BHEL basis. The loading /other cost, if any determined at later stage, shall be communicated to the vendor.

5. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.

6. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the bidders. **The offers of those bidders, who are unable to respond in specified time frame, may likely to be ignored/may be processed further with the terms and conditions already submitted with the respective bidder's risk and cost.**

7. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement shall be considered. Offers with delivery period quoted by the parties beyond the required delivery period may not be considered.

8. This open tender is floated for supplying of **Alloy Steel Forgings**.

9. FINALITY OF MANAGEMENT DECISION

At all places in the preceding clauses, BHEL Management's decision shall be final.

IN CASE YOU ARE NOT SUBMITTING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET IF YOU HAVE DOWNLOADED THE TENDER DOCUMENTS.



Annexure-IV

IMPORTANT GUIDELINES FOR FOREIGN VENDORS

- a) BHEL shall deal directly with foreign vendors, wherever required, for procurement of equipment/machine/goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines – which require mandatory submission of an Agency Agreement.
- b) It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- c) The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier / Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- d) Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- e) Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- f) In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall directly with the foreign principal only for all correspondence and business purposes.
- g) The “Guidelines for Indian Agents of Foreign Suppliers” enclosed at Annexure – “A” shall apply in all such cases.
- h) The supply and execution of the Purchase Order (including indigenous supplies/service) shall be in the scope of the OEM/foreign principal. The OEM/foreign principal should submit their offer inclusive of all indigenous supplies/services and evaluation will be based on ‘total cost to BHEL’. In case OEM/foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian supplier(s)/agent on their behalf, the credentials/capacity/capability of the Indian supplier(s)/agent to make the supplies/services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibility of the OEM/foreign principal to get acquainted with the evaluation requirements of Indian supplier/agent as per SERAP available on www.bhel.com.
- i) The responsibility for successful execution of the contract (including indigenous supplies/services) lies with the OEM/foreign principal.

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Sr No	Material Code	Item Description	Qty (KGS)	Delivery schedule
1	RV1930568134	ROUGH M/CD FORGING BLANK FOR LOCK NUT(HY-603.14) (OD442/ID260/61 THICK) WITH MATERIAL AS PER SPECN. HY19368/01	1.0	Within 04 months from PO date
2	RV1930568100*	ROUGH MACHINED FORGING OF SIZE 120 X 70 X 45 mm WITH MATL. AS PER SPECN. HY-19368/01	12.0	Within 04 months from PO date
3	RV1930269056	SPRING PRE LOAD STUD (HY-335.F) - ROUGH M/CD FORGING AS PER DRG. HY-335.F WITH MATL AS PER SPECN. HY-19369/04	77.0	Within 04 months from PO date
4	RV1930568037	LOCK NUT (W.G.HUB) (HY-076.A) - ROUGH M/CD FORGING AS PER DRG. HY-76. A. F WITH MATL AS PER SPECN. HY-19368/01	20.0	Within 04 months from PO date
5	RV1930568089	JR. HEAD INSERT KEY (HY-903.15. F) -- ROUGH M/CD FORGING SIZE 43x68x156 MM WITH MATL. HY-19368/01	9.0	Within 04 months from PO date
6	RV1930570015	SPRING STUD L'NUT (HY-339.02. F) - ROUGH M/CD FORGING AS OD-185, ID- 105 & LENGTH-185 MM WITH MATL AS PER SPECN. HY-19370/01	25.0	Within 04 months from PO date
7	RV1930570023	SPRING STUD L'NUT KEEPER FORG. (HY-339.03. F) - ROUGH M/CD FORGING AS OD-180, ID- 80 & LENGTH-155 MM WITH MATL. HY-19370/01	10.0	Within 04 months from PO date



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Annexure-VI

PQR FOR PROCUREMENT OF ALLOY STEEL FORGING (HY-19368, HY-19369) **WT<500 Kgs (PMD: BA02/05) THROUGH OPEN TENDER**

Sl. No.	BHEL Terms	Supplier's comment YES/NO
1	Offers are accepted from:	
1.a	Only Manufacturer's Offers shall be considered for the Tender Enquiry.	
2	Supplier shall give list of In-House Facilities:	
2.a	Vendor shall have In-House necessary Manufacturing facilities required for Supply of Enquiry items (as per BHEL specification HY-19368, HY-19369). List of facilities along with the Capacity, Range to be provided along with the Part I Bid.	
2.b	BHEL reserves right to visit the Works of the Manufacturer for Physical verification of the Manufacturing & Testing facilities (as declared by them) and assessment of their Quality systems during Technical Evaluation of the Offers.	
2.c	The Suppliers/Manufacturers should have In-House facilities for forging like Furnace, Power Hammer/Hydraulic Press, Heat Treatment, Machining facilities and testing facilities. However Machining facilities and testing facilities may be outsourced, but same must be declared in Part I Bid.	
3	Experience:	
3.a	Bidders shall submit the necessary documents proving their Experience in Supplying the same Grade of Material, as per BHEL Specification within last three years from the date of Enquiry. Documentary evidences can be in the form of Material Test Certificates which meets all the Technical requirements of the BHEL Specifications.	
3.b	The evidences submitted by the Bidder shall be on the Letter head of the Manufacturer/Mill only, except the Purchase Order copies, customer release notes in the favour or Customer approvals etc which may be on Letter head of their Customers.	
3.c	Note: BHEL reserves right to verify the details from the Bidder's customers based on Documents submitted as a part of Past Experience.	
4	Manufacturing Process Plan:	
4.a	Bidders shall submit detailed Manufacturing process Plan along with the Technical Offer.	
5	Annual Turnover:	
5.a	Bidders should enclose Audited Balance sheets and Profit & Loss account statement of last three consecutive years ending by 31/03/2019 in the Part I bid.	
6	After placement of Purchase Order, Vendor shall submit Material Test Certificate before dispatching the Material to BHEL, for review and Dispatch clearance.	
Note: Non Submission of the above requested documents/noncompliance to the above points will result in rejection of the Offers without further Notice/Intimation to the Bidder and no correspondence will be entertained at later date.		



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Annexure-VII

TECHNICAL SPECIFICATIONS

SI No	TECHNICAL TERMS & CONDITIONS FOR ROUGH M/CD FORGING BLANK FOR LOCK NUT(HY-603.14)	CONFIRMATION OF SUPPLIER (YES / NO)
1	(A) SUPPLY CONDITION: 1. ITEMS TO BE SUPPLIED AT BHEL HERP STORES. 2. INSPECTION TO BE CARRIED OUT AT HERP VARANASI.	
2	(B) TECHNICAL DELIVERY CONDITION: 1. MATERIAL SHOULD BE AS PER SPECN. MENTIONED AS PER SPECN. HY-19368/01. 2. UST TO BE DONE AS PER SPECN. AA0850118 CAT.02. 3. TOLERANCE ON DIA AND LENGTH MAY BE TAKEN AS +2/-0 MM. 4. SURFACE FINISH SHOULD BE OF 12.5.	
3	(C) TEST CERTIFICATE : REQUIRED FOR CHEMICAL AND MECHANICAL PROPERTIES AND FOR UST FOR EACH HEAT NO.	
4	(D) GUARANTEE CERTIFICATE: REQUIRED FOR 12 MONTHS AGAINST ANY MANUFACTURING DEFECTS.	
5	(D) GUARANTEE CERTIFICATE : REQUIRED FOR 12 MONTHS AGAINST ANY FORGING DEFECTS.	
6	(E) PACKING CONDITION : LOOSE	

SI No	TECHNICAL TERMS & CONDITIONS FOR ROUGH MACHINED FORGING OF SIZE 120 X 70 X 45 mm	CONFIRMATION OF SUPPLIER (YES / NO)
1	(A) SUPPLY CONDITION : 1. ITEMS TO BE SUPPLIED AT BHEL HERP STORES. 2. PRE-DISPATCH INSPECTION TO BE CARRIED OUT AS PER QUALITY PLAN NO. RV/BM/GEN-01 REV-01 AT PARTY'S WORKS BY BHEL REPRESENTATIVE.	
2	(B) TECHNICAL DELIVERY CONDITION : 1. MATERIAL SHOULD BE AS PER SPECN. AS MENTIONED IN THE DESCRIPTION. 2. DIMENSIONS AND TOLERANCES TO BE MAINTAINED AS PER DRG. 3. UST TO BE DONE AS PER SPECN. AA0850118 CAT.02. 4. HT CHART IS REQUIRED.	
3	(C) TEST CERTIFICATE : REQUIRED FOR CHEMICAL AND MECHANICAL PROPERTIES AND FOR UST.	
4	(D) GUARANTEE CERTIFICATE: REQUIRED FOR 12 MONTHS AGAINST ANY MANUFACTURING DEFECTS.	
5	(D) GUARANTEE CERTIFICATE : REQUIRED FOR 12 MONTHS AGAINST ANY FORGING DEFECTS.	
6	(E) PACKING INSTRUCTION: ITEM TO BE SUPPLIED IN WOODEN BOXES OF 1 " PLANK AND 1.5" BRACKETS AFTER APPLYING GREASE AND WRAPPING IN POLYTHENE SHEETS.	



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Sl No	TECHNICAL TERMS & CONDITIONS FOR SPRING PRE LOAD STUD (HY-335.F)	CONFIRMATION OF SUPPLIER (YES / NO)
1	(A) SUPPLY CONDITION : 1. ITEM TO BE SUPPLIED AT BHEL HERP STORES. 2. PRE-DESPATCH INSPECTION WILL BE CARRIED OUT AS PER QUALITY PLAN RV/C&F/10 REV-10 AT PARTY'S WORKS BY BHEL REPRESENTATIVE.	
2	(B) TECHNICAL DELIVERY CONDITION : 1. MATERIAL SHOULD BE AS PER SPECN. MENTIONED IN THE DESCRIPTION. 2. DIMENSIONS AND TOLERANCES TO BE MAINTAINED AS PER DRG/SPECN. 3. UST TO BE DONE AS PER STD. AA0850118 CAT.02 AND MPI AS PER AA0850133. 4. HEAT TREATMENT CHART/REPORT IS REQUIRED. 5. FORGING USED SHOULD BE VACUUM DEGASSED.	
3	(C) TEST CERTIFICATE : 1. REQUIRED FOR CHEMICAL AND MECHANICAL PROPERTIES OF RAW MATERIAL. 2. TEST RESULT OF UST AND MPI.	
4	(D) GUARANTEE CERTIFICATE: REQUIRED FOR 12 MONTHS AGAINST ANY MANUFACTURING DEFECTS.	
5	(D) GUARANTEE CERTIFICATE : REQUIRED FOR 12 MONTHS AGAINST ANY MANUFACTURING DEFECTS.	
6	(E) PACKING CONDITION: LOOSE	

Sl No	TECHNICAL TERMS & CONDITIONS FOR REMARKS FOR LOCK NUT (W.G.HUB) (HY-076.A)	CONFIRMATION OF SUPPLIER (YES / NO)
1	(A) SUPPLY CONDITION : 1. ITEM TO BE SUPPLIED AT BHEL HERP STORES. 2. PRE-DESPATCH INSPECTION WILL BE CARRIED OUT AS PER QUALITY PLAN RV/C&F/116 REV-00 AT PARTY'S WORKS BY BHEL REPRESENTATIVE.	
2	(B) TECHNICAL DELIVERY CONDITION : 1. MATERIAL SHOULD BE AS PER SPECN. MENTIONED IN THE DESCRIPTION. 2. DIMENSIONS AND TOLERANCES TO BE MAINTAINED AS PER DRG/SPECN. 3. UST TO BE DONE AS PER STD. AA0850118 CAT.02 AND MPI AS PER AA0850133. 4. HEAT TREATMENT CHART IS REQUIRED.	
3	(C) TEST CERTIFICATE : 1. REQUIRED FOR CHEMICAL AND MECHANICAL PROPERTIES OF RAW MATERIAL. 2. TEST RESULT OF UST AND MPI.	
4	(D) GUARANTEE CERTIFICATE: REQUIRED FOR 12 MONTHS AGAINST ANY MANUFACTURING DEFECTS.	
5	(D) GUARANTEE CERTIFICATE : REQUIRED FOR 12 MONTHS AGAINST ANY MANUFACTURING DEFECTS.	
6	(E) PACKING CONDITION: LOOSE	



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Sl No	TECHNICAL TERMS & CONDITIONS FOR JR. HEAD INSERT KEY (HY-903.15.F) & SPRING STUD L'NUT (HY-339.02.F)	CONFIRMATION OF SUPPLIER (YES / NO)
1	(A) SUPPLY CONDITION : 1. ITEM TO BE SUPPLIED AT BHEL HERP STORES. 2. PRE-DESPATCH INSPECTION WILL BE CARRIED OUT AS PER QUALITY PLAN RV/C&F/116 REV-00 AT PARTY'S WORKS BY BHEL REPRESENTATIVE.	
2	(B) TECHNICAL DELIVERY CONDITION : 1. MATERIAL SHOULD BE AS PER SPECN. MENTIONED IN THE DESCRIPTION. 2. DIMENSIONS AND TOLERANCES TO BE MAINTAINED AS PER DRG/SPECN. 3. UST TO BE DONE AS PER STD. AA0850118 CAT.02 AND MPI AS PER AA0850133. 4. HEAT TREATMENT CHART IS REQUIRED.	
3	(C) TEST CERTIFICATE : 1. REQUIRED FOR CHEMICAL AND MECHANICAL PROPERTIES OF RAW MATERIAL. 2. TEST RESULT OF UST AND MPI.	
4	(D) GUARANTEE CERTIFICATE: REQUIRED FOR 12 MONTHS AGAINST ANY MANUFACTURING DEFECTS.	
5	(D) GUARANTEE CERTIFICATE : REQUIRED FOR 12 MONTHS AGAINST ANY MANUFACTURING DEFECTS.	
6	(E) PACKING CONDITION: LOOSE	

Sl No	TECHNICAL TERMS & CONDITIONS FOR SPRING STUD L'NUT KEEPER FORG. (HY-339.03.F)	CONFIRMATION OF SUPPLIER (YES / NO)
1	(A) SUPPLY CONDITION : 1. ITEMS TO BE SUPPLIED AT BHEL HERP STORES. 2. PRE-DISPATCH INSPECTION TO BE CARRIED OUT AS PER QUALITY PLAN NO. RV/BM/GEN-01 REV-01 AT PARTY'S WORKS BY BHEL REPRESENTATIVE. 3. PARTY WILL HAVE TO ARRANGE THE WITNESS OF CHEMICAL & MECHANICAL PROPERTIES, UST AND MPI TESTING BY BHEL REPRESENTATIVE.	
2	(B) TECHNICAL DELIVERY CONDITION : 1. MATERIAL SHOULD BE AS PER SPECN. HY-19370/01. 2. DIMENSIONS TO BE MAINTAINED WITHIN (+/-) 1 MM . 3. UST TO BE DONE AS PER SPECN. AA0850118 AND ACCEPTANCE NORMS WILL BE AS PER SPECN. HY-19370/01. 4. MPI TO BE DONE AS PER STD. ASTM-A275 AND ACCEPTANCE NORM WILL BE AS PER SPECN. HY-19370/01. 5. HEAT TREATMENT REPORT IS REQUIRED.	
3	(C) TEST CERTIFICATE : 1. REQUIRED FOR CHEMICAL & MECHANICAL PROPERTIES FOR MATL. HY-19370/01. 2. TEST RESULT FOR UST AND MPI.	
4	(D) GUARANTEE CERTIFICATE: REQUIRED FOR 12 MONTHS AGAINST ANY MANUFACTURING DEFECTS.	



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(E) DELIVERY REMARKS FOR ALL THE ITEMS: -

1. DELIVERY IS REQUIRED WITHIN 04 MONTHS FROM PO DATE. HOWEVER EARLY DELIVERY IS ACCEPTABLE.
2. THE DELIVERY PERIOD MENTIONED IN ENQUIRY IS CONSIDERING THE NORMAL MANUFACTURING CYCLE OF THE ITEMS. HOWEVER, AFTER PLACEMENT OF PO, BHEL MAY ASK VENDOR FOR DEFERRED DELIVERY, BASED ON THE END CUSTOMER'S REQUIREMENT, AFTER MUTUAL ACCEPTANCE AND SUBSEQUENT ISSUE OF PO AMENDMENT (IF REQUIRED).





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Annexure-VIII

TECHNO-COMMERCIAL TERMS & CONDITIONS OF ENQUIRY

ITEM DESCRIPTION:

ENQUIRY NO:

SI No	BHEL STANDARD TERMS & CONDITIONS	CONFIRMATION OF SUPPLIER YES / NO
1	A) OFFER MUST BE SUBMITTED IN TWO PART BID SYSTEM NAMELY TECHNO-COMMERCIAL BID & PRICE BID FOR THE ITEM AS PER ENQUIRY IN SEPARATE SEALED COVERS: (I) TECHNO – COMMERCIAL BID & (II) PRICE BID SHOULD BE CLEARLY SUPERSCRIBED THE ENQUIRY NO. AND DUE DATE ON THE ENVELOPES. (B) UN-PRICED OFFER WITH TECHNICAL BID IS REQUIRED TO BE FURNISHED BY THE VENDOR. TECHNICAL OFFER SHOULD CLEARLY REFLECT AT LEAST OUR MATERIAL CODE, ITEM DESCRIPTION & QUANTITY. (C) THE DIFFERENCE BETWEEN “UN-PRICED OFFER” AND “PRICED OFFER” SHOULD BE ONLY THE PRICES WHEREVER APPLICABLE. THE RATES AND AMOUNT SHOULD BE CLEARLY WRITTEN IN FIGURES AND WORDS BOTH WITHOUT ANY CUTTING / OVERWRITING. (D) IMPORTANT POINT FOR VENDOR WHO HAVE NOT SUBMITTED THE SRF (SUPPLIER REGISTRATION FORM) SO FAR: THE VENDORS, WHO HAVE NOT SUBMITTED THE SRF SO FAR, MUST SUBMIT THE SAME ALONG WITH PART- 1 BID. THE SRF TO BE DOWNLOADED FROM WWW.BHEL.COM OR WWW.BHELHERP.COM.	
2	PART-I CONTAINING THE TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DATE AND TIME SPECIFIED IN THE ENQUIRY, IN THE PRESENCE OF THOSE TENDERERS WHO WISH TO ATTEND. PART-II i.e., PRICE BID WILL BE OPENED ONLY OF THOSE BIDDERS WHO ARE FOUND TECHNO-COMMERCIALLY SUITABLE AFTER SCRUTINY OF THEIR PART-I OFFERS.	
3	NO REVISED OFFERS WILL BE ACCEPTED UNLESS ASKED BY BHEL AFTER OPENING OF PART-1 BID IN ANY CASE.	
4	THE TENDER RECEIVED AFTER 11:00 HRS ON THE DUE DATE WILL NOT BE CONSIDERED.	
5	YOUR TECHNO COMMERCIAL BID SHOULD MENTION THAT PRICE BID HAS BEEN SENT IN A SEPARATE ENVELOPE GIVING ITS REFERENCE.	
6	BID SHOULD BE FREE FROM CORRECTION , OVERWRITING , USING CORRECTIVE FLUID , ETC. ANY INTERLINEATION , CUTTING , ERASURE OR OVERWRITING SHALL BE VALID ONLY IF THEY ARE ATTESTED UNDER FULL SIGNATURE(S) OF PERSON(S) SIGNING THE BID ELSE BID SHALL BE LIABLE FOR REJECTION .	
7	PRICING TERMS: PRICES ONCE QUOTED SHALL REMAIN FIRM WITHIN THE VALIDITY OR ANY EXTENSION THEREOF FOR PLACEMENT OF ORDER, TILL COMPLETE EXECUTION OF THE ORDER, WITHOUT ANY ESCALATION/INCREASE FOR ANY REASON, WHATSOEVER, UNLESS SPECIFICALLY PROVIDED FOR IN THE ENQUIRY & PO. IN CASE OF FOREIGN VENDORS, THE QUOTED PRICE SHALL BE TAKEN AS INCLUSIVE OF THIRD PARTY INSPECTION AND TESTING CHARGES AS CALLED FOR IN THE NIT.	
8	VALIDITY OF OFFER SHOULD BE MINIMUM 90 DAYS FROM THE DATE OF TECHNO - COMMERCIAL BID OPENING OR 60 DAYS FROM THE REVERSE AUCTION DATE.	
9	UNLESS SPECIFIED IN THE TENDER, VENDOR MUST NOTE THAT BHEL WILL ARRIVE THE L1 STATUS FOR EACH ITEM ON LANDED COST BASIS. ACCORDINGLY ORDER SHALL BE PLACED ON LOWEST BIDDER ON INDIVIDUAL ITEM BASIS ONLY, UNLESS BHEL ASK FOR TERMS OTHER THAN THIS ON EXCEPTION BASIS.	
10	PLEASE MAKE SURE THAT THERE IS NO DISCREPANCY IN BETWEEN ACCEPTED TERMS & CONDITIONS MENTIONED IN THE CHECK LIST AND QUOTATION SUBMITTED BY VENDOR AND IF FOUND SO THEN THE TERMS & CONDITIONS WHICH ARE BENEFICIAL TO BHEL WOULD ONLY BE CONSIDERED.	
11	VENDOR TO ENSURE THAT ITEM & QUANTITY MENTIONED IN THE OFFERS ARE EXACTLY SAME AS PER ENQUIRY. IF ANY DEVIATION IS THERE PARTY MUST MENTION SPECIFIC HERewith OTHERWISE BHEL SHALL CONSIDER THAT ITEM & QUANTITY AS REQUIRED IN ENQUIRY.	
12	BHEL RESERVES THE RIGHT TO REJECT THE OFFER, WHICH IS HAVING DEVIATIONS TO THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY.	
13	GST IF APPLICABLE WILL BE PAID EXTRA AGAINST DOCUMENTARY PROOF. THE RATE OF GST SHOULD BE CLEARLY MENTIONED IN THE OFFER.	
14	TERMS OF DELIVERY: I. FOR INDIGENOUS SUPPLIERS: THE TERMS OF DELIVERY SHOULD BE QUOTED ON F.O.R. DESTINATION (BHEL HERP STORES VARANASI) BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT ONLY). IF ANY BIDDER STILL QUOTES OTHER DELIVERY TERM IN PLACE OF BHEL HERP STORES, THEIR OFFER MAY NOT BE CONSIDERED FOR FURTHER PROCESSING. IT MUST BE SPECIFICALLY NOTED.	



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	II. FOR FOREIGN SUPPLIER: TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT MUMBAI (INDIA) SEA PORT BASIS (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT MUMBAI (INDIA) SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM MUMBAI TO BHEL VARANASI WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION FOR EACH ITEM.	
15	IF ANY INDIAN SUPPLIERS ARRANGE SUPPLY FROM FOREIGN PRINCIPLES/WORKS, TERMS OF DELIVERY SHOULD BE QUOTED ON CIF JNPT MUMBAI (INDIA) SEA PORT BASIS ONLY (i.e. FREIGHT & INSURANCE ON VENDOR'S ACCOUNT UPTO JNPT MUMBAI (INDIA) SEA PORT) OR CFR MUMBAI AIRPORT. HOWEVER FREIGHT CHARGES AS PER BHEL TRANSPORT CONTRACT FROM JNPT MUMBAI SEAPORT/MUMBAI AIRPORT TO BHEL VARANASI FOR EACH ITEM WILL BE LOADED AT THE TIME OF TOTAL LANDED COST CALCULATION.	
16	INSURANCE CHARGES SHALL BE TO VENDOR'S ACCOUNT ONLY IF PRICE QUOTED ON BHEL HERP STORES BASIS. IN CASE PRICE QUOTED IS ON CIF JNPT MUMBAI BASIS/ CFR MUMBAI AIRPORT BASIS, INSURANCE UP TO CIF JNPT MUMBAI/ MUMBAI AIRPORT SHALL BE IN VENDOR ACCOUNT.	
17	PAYMENT TERMS: I.FOR MSEs VENDORS: 100% AGAINST SRV WITHIN 45 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. IF ANY SUPPLIER FALLS UNDER NON MSE CATEGORY, THEIR PAYMENT TERM WILL BE CONSIDERED AS NON MSE SUPPLIER PAYMENT WITHOUT ANY INTIMATION. II. FOR OTHER SUPPLIERS: 100% AGAINST SRV WITHIN 60 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO. III.BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS :- PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS. PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS: (A) PAYMENT OF GST AMOUNT INTO GOVT.ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL. (B) FILING OF GST RETURN WITHIN SCHEDULED DATE. (C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC ON GSTN PORTAL. IV.NOTE: ADVANCE PAYMENT IS NOT ACCEPTABLE BY BHEL HERP VARANASI IN ANY CASE.	
18	LOADING OF PAYMENT TERM: IN CASE OF DEVIATION, LOADING OF INTEREST RATE @SBI MCLR RATE + 6% (AS ON PART-1 OPENING DATE) SHALL BE LOADED WHILE ARRIVING AT LANDED COST TO BHEL.	
19	IMPORTANT INSTRUCTION FOR MSEs SUPPLIERS: I. "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 CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE-1 WHERE DEEMED VALIDITY OF EM-II CERTIFICATE OF FIVE YEARS HAS EXPIRED) APPLICABLE FOR THE RELEVANT F/Y (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 ARE NOT SUBMITTED BEFORE PRICE BID OPENING. IF THE TENDER IS TO BE SUBMITTED THROUGH e-procurement PORTAL, THEN THE ABOVE REQUIRED DOCUMENTS ARE TO BE UPLOADED ON THE PORTAL. DOCUMENTS SHOULD BE NOTARIZED OR ATTESTED BY A GAZETTED OFFICE. II.IN CASE OF ANY CHANGE IN THE MSE STATUS OF THE BIDDER, IT SHALL BE RESPONSIBILITY OF THE BIDDER TO NOTIFY THE CHANGE AS A PART OF THE BID DOCUMENT. IF AT A LATER DATE IT COMES TO NOTICE OF BHEL, THAT THE CHANGE IN THE STATUS HAS NOT BEEN INTIMATED BY THE BIDDER AND THE ORDER IS OBTAINED UNDER THE PREMISE OF AN MSE, THEN BHEL WOULD CANCEL THE PENDING ORDER AGAINST THIS TENDER AND TAKE NECESSARY ACTION SUSPENSION OF THE BUSSINESS DEALING WITH THE BIDDER AS PER PROCUREMENT POLICY OF BHEL. III.25 % OF THE TENDERED QUANTITY IS EARMARKED FOR MSE SUPPLIERS IN THIS TENDER. IV.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 6.25% SHALL BE EARMARKED FOR PROCUREMENT FROM MSEs OWNED BY SC/ST ENTREPRENEURS. V.OUT OF THIS 25% TENDERED QUANTITY RESERVED FOR MSE SUPPLIERS, 3% SHALL BE EARMARKED FOR PROCUREMENT FROM MSEs OWNED BY WOMEN. VI.IN CASE MSE VENDOR PARTICIPATING IN THE TENDER QUOTES WITHIN THE PRICE BAND OF "L1+15%", THEY WILL BE ALLOWED TO SUPPLY THE 25% PORTION OF THE REQUIREMENT SUBJECT TO ACCEPTANCE OF L1 PRICE (ON LANDED COST BASIS) BY MSE VENDOR. IN CASE OF MORE THAN ONE SUCH MSE VENDOR WITHIN THE "L1+15% PRICE BAND" THE SUPPLY SHALL BE SHARED PROPORTIONATELY (TO 25% TENDERED QUANTITY). VII.IF THE L1 VENDOR HAPPENS TO BE A MSE VENDOR AGAINST ANY ITEM CODE, THEN 100% OF THE TENDERED QTY (FOR RESPECTIVE ITEM CODE) SHALL BE PROPOSED TO ORDER ON THE L1 (MSE) VENDOR, EVEN THOUGH THERE MAY BE OTHER MSE VENDORS WITHIN THE "L1+15% PRICE BAND". VIII.IN CASE AFTER OPENING OF PRICE BID, IT IS SEEN THAT NO MSE HAS BECOME L1, THEN DEPENDING ON THE NATURE OF THE ITEM, IF IT IS NOT POSSIBLE TO SPLIT THE TENDERED ITEMS/QUANTITIES ON ACCOUNT OF REASONS LIKE CUSTOMER CONTRACT REQUIREMENTS OF SUPPLYING ONE MAKE FOR A GIVEN PROJECT OR TECHNICAL REASONS LIKE TENDERED ITEMS BEING A SYSTEM etc. THEN BHEL WOULD NOT COUNTER OFFER THE L1 PRICES EVEN THOUGH THERE MAY BE MSE BIDDERS WITHIN THE "L1+15% PRICE BAND" OF L1.	
20	LIQUIDATED DAMAGES (LD): SUBJECT TO FORCE MAJEURE CONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXES & DUTIES. NO GRACE PERIOD SHALL BE GIVEN. FURTHER, IN CASE OF LD RECOVERY, THE APPLICABLE GST SHALL ALSO BE RECOVERABLE FROM THE SUPPLIERS.	
21	LOADING OF LIQUIDATED DAMAGES (LD): DEVIATION TO ABOVE STANDARD PENALTY CLAUSE, MAXIMUM LOADING OF 10% (IN CASE OF NON ACCEPTANCE OF LD CLAUSE) OR PART THEREOF (IN CASE OF PART ACCEPTANCE OF LD) SHALL BE LOADED WHILE	



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	ARRIVING LANDED COST TO BHEL. FURTHER IF DEVIATION IS FOUND IN THE ACCEPTED DELIVERY TERM AS WELL AS ACCEPTED PENALTY TERM, SUITABLE LOADING BASED ON TRANSPORTATION TIME TO BE TAKEN SHALL BE LOADED WHILE ARRIVING LANDED COST TO BHEL HERP STORES WHICH MAY BE AS BELOW: (i) 1% OF THE BASIC COST FOR INDIAN SUPPLIERS, (ii) 2% OF THE BASIC COST IF FOREIGN VENDOR ACCEPTS PENALTY FROM BILL OF LADING DATE & (iii) 3% OF THE BASIC COST IF FOREIGN VENDOR ACCEPTS PENALTY FROM THE INSPECTION DATE.	
22	DELIVERY PERIOD: DELIVERY PERIOD FOR ALL THE ITEMS SHALL BE ----MONTHS FROM THE DATE OF PURCHASE ORDER.	
23	IF ANY VENDOR DOES NOT SUPPLY THE ITEM WITHIN THE PURCHASE ORDER DELIVERY PERIOD, BHEL MAY/MAY NOT ACCEPT THE SUPPLY AT ITS SOLE DISCRETION.	
24	REVERSE AUCTION: "BHEL RESERVE THE RIGHT TO GO FOR REVERSE AUCTION (RA) (GUIDELINES AS AVAILABLE ON www.bhel.com) INSTEAD OF OPENING THE SEALED ENVELOPE PRICE BID, SUBMITTED BY THE BIDDER. THIS WILL BE DECIDED AFTER TECHNICAL 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 RA 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 TEMPERING OF THE TENDER PROCESS AND WILL INVITE ACTION BY BHEL AS PER EXISTANT 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. <u>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.</u> 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 VENDOR 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 EXISTANT GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS (AS AVAILABLE ON www.bhel.com)." AS A REMINDER TO THE BIDDERS, THE SYSTEM WILL FLASH FOLLOWING MESSAGE (IN RED COLOR) DURING THE COURSE OF 'ONLINE SEALED BID'. "BIDDERS TO SUBMIT ONLINE SEALED BID LESS THAN OR EQUAL TO THEIR ENVELOPE SEALED BID ALREADY SUBMITTED TO BHEL".	
25	IF ANY OF THE VENDORS DO NOT ACCEPT THE ABOVE POINT MENTIONED AT SL. NO. 24, THEIR OFFER MAY BE LIABLE FOR REJECTION WITHOUT INTIMATION.	
26	RISK PURCHASE: IN CASE OF DELAY IN SUPPLIES/ DEFECTIVE SUPPLIES/NON EXECUTION OF PURCHASE ORDER ETC.(FOR DETAILS, REFER GUIDELINES FOR RISK PURCHASE), BHEL MAY CANCEL THE ORDER IN FULL OR PART THEREOF/ MAY ALSO MAKE THE PURCHASE OF SUCH MATERIALS FROM ELSEWHERE/ALTERNATIVE SOURCES AT THE RISK & COST OF SUPPLIER.BHEL MAY ALSO MANUFACTURE THE ITEM IN-HOUSE IN PART OR FULL DEPENDING UPON THE URGENCY OF THE ITEM. GUIDELINES FOR RISK PURCHASE IS AVAILABLE ON BHEL WEBSITE "www.bhelherp.com" at "Notice". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS GUIDELINE BEFORE SUBMITTING THEIR OFFER AGAINST BHEL, HERP TENDER ENQUIRIES. IN CASE RISK PURCHASE IS APPLIED, BHEL SHALL TAKE ACTION AGAINST THE NON-PERFORMING AND/OR DEFAULTING SUPPLIERS/ CONTRACTORS IN LINE WITH THIS GUIDELINE ONLY	
27	BHEL MAY SHORT CLOSE/CANCEL AN ORDER AT ANY TIME DURING THE CURRENCY OF THE CONTRACT/PO IRRESPECTIVE OF THE PO DELIVERY DATE, IF (I) THE WORK PROGRESS OF THE VENDOR IS POOR, OR (II) THE DELIVERY REQUIREMENT OF THE ITEM IS VERY CRITICAL & NOT BEING MET BY THE VENDOR ON WHICH ORDER HAS BEEN PLACED,OR (III) THERE IS NO RESPONSE FOR IMPROVEMENT IN DELIVERY AS PER BHEL REQUIREMENT,	
28	THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE www.bhel.com	
29	RESERVATION RIGHTS OF BHEL: – BHEL RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTATIONS WITHOUT ASSIGNING ANY REASONS THEREOF. BHEL ALSO RESERVES THE RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITIES. VENDORS SHOULD BE PREPARED TO ACCEPT ORDER FOR REDUCED QUANTITIES WITHOUT ANY EXTRA CHARGES. VENDOR SHOULD ALSO BE PREPARED FOR GIVING DISCOUNT IN CASE OF INCREASE IN QUANTITY.	
30	NON-DISCLOSURE AGREEMENT: ALL DRAWINGS AND STANDARDS ARE PROPRIETARY OF BHEL. IT MUST NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY. ALL SUPPLIERS SHALL FURNISH NDAs (NON-DISCLOSURE AGREEMENT) AGAINST USE OF DOCUMENTS FURNISHED BY BHEL TOWARDS UN-AUTHORIZED USE EXCEPT FOR THE PURPOSE IT HAS BEEN FURNISHED.	
31	A.SETTLEMENT OF DISPUTES & ARBITRATION:	



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	I. ALL QUESTIONS/INTERPRETATIONS REGARDING SUBJECT MATTER OF THE CONTRACT SHALL BE DECIDED BY THE BHEL ON THE REQUEST OF THE VENDOR AND THE DECISION OF THE BHEL SHALL BE FINAL. II. IN CASE OF DISPUTE, STEPS SHALL BE TAKEN BY THE PARTIES TO THE CONTRACT TO SETTLE THE SAME THROUGH NEGOTIATIONS. III. IN CASE, DISPUTE IS NOT SETTLED IN NEGOTIATIONS, IT SHALL BE REFERRED TO CONCILIATOR APPOINTED BY THE COMPETENT AUTHORITY OF THE BHEL. THE CONCILIATION PROCEEDINGS WITH RESPECT TO A DISPUTE AS DEFINED IN THE BHEL CONCILIATION SCHEME, 2018 AND SUBSEQUENT REVISIONS CAN BE INITIATED UNDER THE SCHEME AT ANY STAGE WHETHER BEFORE, DURING OR EVEN AFTER THE COMMENCEMENT OF ARBITRATION PROCEEDINGS OR LITIGATION BEFORE COURTS. THIS CONCILIATION SCHEME IS AVAILABLE ON OUR WEBSITES WWW.BHELHERP.COM AND WWW.BHEL.COM. IV. IN CASE DISPUTE IS NOT SETTLED IN CONCILIATION PROCEEDINGS, THE SAME SHALL BE REFERRED TO ARBITRATION AS PER CORPORATE GUIDELINES OF THE BHEL AND THE ARBITRATION PROCEEDING SHALL BE CONDUCTED AS PER PROVISIONS OF THE ARBITRATION AND CONCILIATION ACT, 1996 READ WITH CORPORATE GUIDELINE AS AMENDED FROM TIME TO TIME. V. THE VENDOR SHALL CONTINUE TO PERFORM THE CONTRACT, PENDING SETTLEMENT OF DISPUTE(S). B. JURISDICTION: ALL DISPUTES OR DIFFERENCES ARISING OUT OF OR IN CONNECTIONS WITH THE CONTRACT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT AT VARANASI (U.P.) ONLY.	
32	SPECIAL NOTE FOR BIDDERS: THE QUOTATION SHOULD BE FROM PRINCIPAL / ORIGINAL EQUIPMENT MANUFACTURER ONLY. THE OFFER OF THOSE OEM, AUTHORIZING THEIR TRADER / DEALER / DISTRIBUTOR TO QUOTE AND TAKE ORDER IS LIABLE FOR DISQUALIFICATION. SINCE BHEL PREFER TO DEAL DIRECTLY WITH OEM AND NOT THROUGH DEALER / TRADER / DISTRIBUTOR OF OEM, THEREFORE, OEM MUST DIRECTLY QUOTE, TAKE ORDER AND DELIVER THE MATERIAL UNDER THEIR GUARANTEE / WARRANTY.	
33	I. FOLLOWING DOCUMENTS SHOULD BE ENCLOSED AND ADDRESSED TO DGM (FINANCE) AND SAME SHALL BE DISPATCHED TO MM DEPTT., BHEL, HERP, TARNA, SHIVPUR, VARANASI-221003 FOR PAYMENT PURPOSE: (a) 05 (FIVE) COPIES OF GST INVOICES (b) COPY OF GR/RR. (c) TEST CERTIFICATE AND GUARANTEE/WARRANTEE CERTIFICATE AND PDI REPORT, IF APPLICABLE. (ONE COPY). II. FURTHER TO ABOVE, 02 (TWO) COMPLETE SETS OF DOCUMENTS (COPIES OF ABOVE MENTIONED DOCUMENTS AT SL. NO. I (UNDER THIS CLAUSE) SHALL BE SENT FOR PURCHASE AND QUALITY DEPARTMENTS. ORIGINAL COPIES OF TC, GC, PDI REPORTS & OTHER QUALITY PAPERS SHALL BE ATTACHED IN THE SET OF DOCUMENTS FOR QUALITY DEPARTMENTS. III. BHEL SHALL SEEK CLARIFICATION(S) (IF ANY) RELATED TO PAYMENT DOCUMENTS IN ONE GO. THE VENDOR SHOULD PROVIDE ALL SUCH CLARIFICATION(S) IMMEDIATELY. ANY DELAY IN PROCESSING OF PAYMENT, DUE TO NON RECEIPT OF CLARIFICATION(S) SOUGHT BY BHEL, SHALL BE ATTRIBUTABLE COMPLETELY TO VENDOR.	
34	GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS: THE REVISED GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS ARE AVAILABLE ON BHEL WEBSITE AT "www.bhel.com" on "SUPPLIER REGISTRATION PAGE". RESPECTIVE BIDDERS / SUPPLIERS MAY REFER THIS BEFORE QUOTING AS PER THEIR REQUIREMENT. ACTION AGAINST THE DEFAULTED SUPPLIERS/ CONTRACTORS' SHALL BE TAKEN AS PER THESE GUIDELINES ONLY.	
35	IF BHEL ISSUES FREE ISSUE MATERIALS TO THE SUPPLIER, IT MUST BE RETURNED WITHIN THE TIME LIMIT AS PRESCRIBED IN GST LAW (PRESENTLY 01 (ONE) YEAR FROM THE DATE OF FREE ISSUE DATE) TO COMPLY THE GST RULES. IF ANY VENDOR DOES NOT RETURN THE BHEL FREE ISSUE MATERIALS AS MENTIONED ABOVE, THE FINANCIAL IMPLICATION ON ACCOUNT OF THIS, IF ANY, SHALL BE RECOVERED FROM THE PARTY BILLS.	
36	TRANSPORTATION CHARGES FOR SENDING BHEL FREE ISSUE MATERIALS TO THE PARTY WORKS WILL BE BORNE BY BHEL ONLY.	
37	BANK GUARANTEE: THE COST OF BHEL FREE ISSUE MATERIALS PER SET/PER ASSEMBLY WILL BE APPROX. RS. ----- WHERE AS TOTAL COST OF FIM VALUE FOR ENQUIRY IS RS. -----. 1. PARTY WILL HAVE TO SUBMIT EQUAL AMOUNT OF SECURITY DEPOSIT (IN THE FORM OF 25% BG/FDR AND 75% INDEMNITY BOND) TOWARDS THE COST OF BHEL MATERIALS TO BE ISSUED TO THEM BEFORE THE ISSUE OF BHEL MATERIALS TO THEM. AT ANY POINT OF TIME, PROPORTIONATE SECURITY DEPOSIT OF TOTAL/CUMMULATIVE MATERIAL VALUE SHOULD BE MAINTAINED. 2. BHEL MAY ASK THE SUPPLIER FOR SUBMISSION OF FULL SECURITY DEPOSIT AMOUNT OR PART DEPENDING UPON THE AVAILABILITY OF FREE ISSUE MATERIALS AT OUR END. 3. PARTY MUST HAVE TO SUBMIT THE SAME WITHIN 02 WEEK TIME FROM THE DATE OF WRITTEN INTIMATION BY BHEL WITHOUT FAIL OTHERWISE IT WOULD TREATED AS FAILURE OF HONOURING PO TERMS AND ACCORDINGLY BHEL MAY CANCEL THE PURCHASE ORDER AND INITIATE ALTERNATE PROCUREMENT ACTION AT SUPPLIER RISK & COST. 4. IN CASE OF ABSENCE OF DESIRED SECURITY DEPOSIT AT BHEL END AND ALSO NON RESPONSE OF POINT NO. 03 AS ABOVE, I. BHEL MAY HOLD THE PENDING PAYMENTS OF SUPPLIER AVAILABLE AT BHEL END WITHOUT ANY INTIMATION. II. IF NO PAYMENT IS PENDING AT BHEL END, ACTION FOR ALTERNATE PROCUREMENT ACTION MAY BE INITIATED.	
38	VENDOR MUST FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE i.e. ITEMS TO BE SUPPLIED IN SUCH A MANNER THAT THE PURCHASE ORDER HAVING OLDER DELIVERY SCHEDULE SHOULD BE SUPPLIED EARLIER AND PURCHASE ORDER HAVING LATTER DELIVERY SCHEDULE TO BE SUPPLIED LATTER. IF ANY VENDOR DOES NOT FOLLOW THE SEQUENTIAL DELIVERY SCHEDULE ESPECIALLY FOR SAME ITEM, BHEL MAY ACCOUNT FOR THE ITEM IN SEQUENTIAL MANNER OR MAY RECOVER THE FINANCIAL IMPLICATION.	
39	VENDOR MUST VISIT OUR WEBSITE www.bhelherp.com REGULARLY FOR ENQUIRY/PO/CLARIFICATIONS/FOR ANY LATEST UPDATES.	



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40	ALL ABOVE ACCEPTED TERMS & CONDITIONS SHALL BE PART OF PURCHASE ORDER WITH OR WITHOUT MENTIONING IN THE PO/CONTRACT BASED ON YOUR ACCEPTANCE AND OFFER SUBMITTED.	
41	THE BIDDER ALONG WITH ITS ASSOCIATE/COLLABORATORS/SUB-CONTRACTORS/SUB-VENDORS/CONSULTANTS/SERVICE PROVIDERS SHALL STRICTLY ADHERE TO BHEL FRAUD PREVENTION POLICY DISPLAYED ON THE BHEL WEBSITE http://www.bhel.com and www.bhelherp.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.	
42	IMPORTANT INSTRUCTION: I.VENDORS ARE REQUESTED TO QUOTE THEIR RATE WITH DESCRIPTION MENTIONED IN THE ENQUIRY CONSIDERING ALL TECHNICAL TERMS & CONDITIONS OF THE ENQUIRY. ALSO RATES QUOTED SHOULD BE EXACTLY AS PER SL. NO. OF HARD COPY OF THE ENQUIRY (IF ENQUIRY HAS BEEN FLOATED THROUGH CONVENTIONAL MODE) OR AS PER SL. NO. APPEARING IN THE e-Procurement PORTAL (IF ENQUIRY HAS BEEN FLOATED THROUGH e-Procurement) ONLY. IT MUST BE FOLLOWED UP TO AVOID CONFUSION AT LATER STAGES. ALSO RATES TO BE SUBMITTED BOTH IN NUMERICS AS WELL AS IN WORD. IN CASE OF DISCREPANCY, RATES SUBMITTED IN WORDS SHALL BE CONSIDERED FOR FURTHER PROCESSING. II.DOCUMENTS SUBMITTED WITH THE OFFER SHOULD BE SIGNED AND STAMPED IN EACH PAGE BY AUTHORIZED REPRESENTATIVE OF THE BIDDER. III.IN CASE OF PDI, VENDOR SHALL RAISE ONLINE INSPECTION CALL IN ONLINE INSPECTION PORTAL/INTIMATE BHEL IN WRITTING (WHERE INSPECTION IS IN BHEL HERP SCOPE) AT LEAST 01 WEEK IN ADVANCE OR AS MUTUALLY AGREED PERIOD ABOUT THE DATE AND PLACE AT WHICH GOODS WILL BE READY FOR INSPECTION. IV.PURCHASER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE ENTITLED TO CARRY OUT SURVEILLANCE INSPECTION OF MATERIAL AND WORKMANSHIP AT SELLER'S PREMISES OR AT HIS SUB-CONTRACTOR'S PREMISES AT ALL REASONABLE TIMES DURING EXECUTION OF THE CONTRACT. SUCH INSPECTION, EXAMINATION AND TESTING, IF MADE, SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS UNDER THE CONTRACT. V.SUCH PRE-DISPATCH INSPECTION, EXAMINATION AND TESTING, IF MADE, AT VENDOR'S WORKS SHALL NOT ABSOLVE THE SELLER FROM HIS OBLIGATIONS TO MANUFACTURE/MACHINING THE GOODS UNDER THE CONTRACT. IF DEFECTS ARE FOUND AT LATER STAGE, IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO REPLACE/RECTIFY THE SAME.	
43	IMPORTANT CLAUSE FOR GST: INPUT TAX CREDIT OF GST CAN BE AVAILED BY BHEL ONLY WHEN THE MATERIAL HAS BEEN PHYSICALLY RECEIVED AND GST INVOICE IS IN POSSESSION OF BHEL. THEREFORE, SUPPLIERS SHOULD ENSURE THE FOLLOWING IN RESPECT OF POS ISSUED BY BHEL: I. GST INVOICE SHOULD CONTAIN ADDRESS, GST NO. AND PAN NO. OF BHEL AS WELL AS OF SUPPLIER. APPLICABLE HSN CODE OF THE MATERIAL SHOULD BE INDICATED IN THE GST INVOICE. II. FIVE COPIES OF GST INVOICE AND LORRY RECEIPT MAY BE DESPATCHED ALONGWITH SHIPMENT OF THE GOODS IN ORDER TO AVOID ANY DELAY IN AVAILING INPUT CREDIT BY BHEL. III. DECLARE SUCH INVOICE IN HIS GSTR-1 RETURN FOR THE MONTH OF DESPATCH OF MATERIAL. IV. PAYMENT OF GST TO STATUTORY AUTHORITIES WITHIN PRESCRIBED TIME. IN CASE GST CREDIT IS DELAYED /DENIED TO BHEL DUE TO NON OR DELAYED RECEIPT OF GOODS AND OR TAX INVOICE OR EXPIRY OF 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 /PENALTY LEVIABLE ON BHEL. IN CASE SUPPLIERS DELAYS DECLARING SUCH INVOICE IN HIS RETURN AND GST CREDIT AVAILED BY BHEL IS DENIED OR REVERSED SUBSEQUENTLY AS PER GST LAW, GST AMOUNT PAID BY BHEL TOWARDS SUCH ITC REVERSAL SHALL BE RECOVERABLE FROM SUPPLIER ALONGWITH INTEREST LEVIED/LEVIABLE ON BHEL. IN CASE OF RAISING ANY SUPPLEMENTARY TAX INVOICE (DEBIT/ CREDIT NOTE), THE SUPPLIER SHALL ISSUE THE SAME CONTAINING ALL THE DETAILS AS REFERRED TO IN SECTION 34 READ WITH SECTION 31 OF GST ACT & RULES REFERRED THERE UNDER .	
44	STATUTORY VARIATION CLAUSE : 1.ANY INCREASE IN THE RATE OF GST SHALL BE PAYABLE ONLY FOR DELIVERIES COMPLETED WITHIN THE SCHEDULED DELIVERY PERIOD, IN OTHER WORDS INCREASE IN THE RATE OF GST SHALL NOT BE PAYABLE FOR VALUE OF CONSIGNMENT DELIVERED AFTER THE SCHEDULED PURCHASE ORDER DELIVERY PERIOD.2.NEW TAXES AND DUTIES , IF IMPOSED SUBSEQUENT TO DUE DATE OF OFFER SUBMISSION, BY STATUTORY AUTHORITY DURING CONTRACT PERIOD (INCLUDING EXTENSION IF THE SAME IS NOT ATTRIBUTABLE TO BIDDER) SHALL BE REIMBURSED BY BHEL ON PRODUCTION OF RELEVANT SUPPORTING DOCUMENTS TO THE SATISFACTION OF BHEL . HOWEVER, BIDDER SHALL TAKE PRIOR APPROVAL OF BHEL BEFORE DEPOSITING NEW TAXES AND DUTIES.	
45	PURCHASE PREFERENCE FOR INDIAN VENDORS: AS PER THE DIRECTIVES OF GOVERNMENT OF INDIA IN FORM OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER, 2017 AND SUBSEQUENT ORDERS, BHEL WILL EXTEND THE PURCHASE PREFERENCE TO INDIAN VENDORS OVER FOREIGN SUPPLIERS FOR ITEMS IDENTIFIED BY THE RESPECTIVE NODAL MINISTRIES FROM TIME TO TIME. FOR THIS PROCUREMENT , PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) , ORDER 2017 DATED 15.06.2017 AND 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 THE FINALIZATION OF PURCHASE ORDER /WORK ORDER 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.	
46	FORCE MAJEURE : NOTWITHSTANDING ANYTHING CONTAINED IN THE CONTRACT, NEITHER THE VENDOR NOR THE BHEL SHALL BE HELD RESPONSIBLE FOR TOTAL OR PARTIAL NON-EXECUTION OF ANY OF THE CONTRACTUAL OBLIGATIONS, SHOULD THE OBLIGATION BECOME UNREASONABLY ONEROUS OR IMPOSSIBLE DUE TO OCCURRENCE OF A 'FORCE MAJEURE' WHICH DIRECTLY AFFECTS THE OBLIGATIONS TO BE PERFORMED BY THE BHEL OR THE VENDOR ; SUCH EVENTS INCLUDE WAR, MILITARY OPERATIONS OF ANY NATURE, BLOCKAGES, REVOLUTIONS, INSURRECTIONS, RIOTS, CIVIL COMMOTIONS, INSURGENCY, SABOTAGE, ACTS OF PUBLIC ENEMY, FIRES, EXPLOSION, EPIDEMICS, QUARANTINE RESTRICTIONS, FLOODS, EARTHQUAKE, OR ACTS OF GOD,	



Bharat Heavy Electricals Limited

Heavy Equipment Repair Plant (HERP)

Tarna, Shivpur, Varanasi - 221003

Enquiry No: E-304-19-0136-61-1

	RESTRICTIONS BY GOVT. AUTHORITIES; OVER WHICH THE VENDOR OR THE BHEL HAS NO CONTROL. THE PARTY CLAIMING TO BE AFFECTED BY FORCE MAJEURE SHALL NOTIFY THE OTHER PARTY IN WRITING WITHOUT DELAY, WITHIN TWO WEEKS ON THE INTERVENTION AND ON THE CESSATION OF SUCH CIRCUMSTANCE. EXTENSION OF TIME SOUGHT BY THE VENDOR ALONG WITH SUPPORTING EVIDENCE AND SO GRANTED BY THE BHEL FOR THE SUPPLY/ WORK AFFECTED, IF ANY, SHALL NOT BE CONSTRUED AS WAIVER IN RESPECT OF REMAINING DELIVERIES. RESCHEDULING OF DELIVERIES ON ACCOUNT OF FORCE MAJEURE CONDITIONS, IF SO AGREED BY THE BHEL, WILL NOT ENTAIL THE VENDOR TO CLAIM ANY INCREASE IN THE PRICE ON WHATSOEVER ACCOUNT. NOTWITHSTANDING ABOVE PROVISIONS, BHEL SHALL RESERVE THE RIGHT TO CANCEL THE ORDER/ CONTRACT, WHOLLY OR PARTLY, IN ORDER TO MEET THE OVERALL PROJECT SCHEDULE AND MAKE ALTERNATIVE ARRANGEMENTS. IF DEEMED NECESSARY, BHEL MAY TAKEOVER PARTLY PROCESSED MATERIAL AT A MUTUALLY AGREED PRICE.	
47	FRAUD PREVENTION POLICY : 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 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.	
48	SHORT SHIPMENTS/ WARRANTY/GUARANTEE REPLACEMENTS: IN CASE OF ANY SHORT SHIPMENT DURING INITIAL SUPPLY WHICH IS SUBSEQUENTLY DISPATCHED BY THE VENDOR OR ANY GUARANTEE / WARRANTY REPLACEMENTS SHALL BE DISPATCHED ON "FOR-BHEL STORES/DESIGNATED DESTINATION" BASIS FOR INDIGENOUS ITEMS. TAXES, IF ANY PAID BY INDIGENOUS VENDOR FOR GUARANTEE /WARRANTEE REPLACEMENT, REPAIR ACTIVITY EXCLUDING SHORT SUPPLY SHALL BE TO VENDOR'S ACCOUNT ONLY. THE VENDOR HAS TO RAISE A CREDIT NOTE FOR SHORT SUPPLIED QUANTITY AS PER GST PROVISIONS	
49	REJECTION/REPLACEMENT: THE SELLER SHALL ARRANGE REPLACEMENT / REPAIR UNDER ITS OBLIGATION UNDER THE CONTRACT WITHIN ONE MONTH FROM THE DATE OF INTIMATION OR MUTUALLY AGREED PERIOD. THE REJECTED GOODS SHALL BE TAKEN AWAY BY THE SELLER AND REPLACED ON FOR-BHEL STORES/DESIGNATED DESTINATION BASIS WITHIN SUCH PERIOD. IN THE EVENT OF THE SELLER'S FAILURE TO COMPLY, PURCHASER MAY TAKE APPROPRIATE ACTION INCLUDING DISPOSAL OF REJECTIONS, AT THE COST AND RISK OF THE SELLER. VENDOR HAS TO RAISE A CREDIT NOTE FOR REJECTED QUANTITY AS PER GST PROVISIONS.	
50	E WAY BILL: THE SUPPLIER HAS TO ARRANGE FOR E WAY BILL AS APPLICABLE FOR ANY MOVEMENT OF GOODS ALONG WITH OTHER PRESCRIBED DOCUMENTS AS PER GST LAW. THE SUPPLIER HAS ALSO TO COMPLY WITH ANY AMENDMENT AS PRESCRIBED FROM TIME TO TIME UNDER E WAY BILL RULE. ANY FINANCIAL IMPLICATION ARISES ON BHEL DUE TO NONCOMPLIANCE OF E WAY BILL RULE WILL BE PASSED ON TO THE SUPPLIER.	
51	THE VENDOR SHOULD PROVIDE BILLS & OTHER DOCUMENTS COMPLETE IN ALL RESPECT AS PER PURCHASE ORDER ALONGWITH DESPATCH OF MATERIALS. FURTHER, BHEL SHALL SEEK CLARIFICATION(S) (IF ANY) RELATED TO PAYMENT DOCUMENTS IN ONE GO. THE VENDOR SHOULD PROVIDE ALL SUCH CLARIFICATION(S) IMMEDIATELY.ANY DELAY IN PROCESSING OF PAYMENT, DUE TO NON RECEIPT OF CLARIFICATION(S) SOUGHT BY BHEL, SHALL BE ATTRIBUTABLE COMPLETELY TO VENDOR.	
52	THE STARTUPS AS DEFINED IN THE GAZETTE OF INDIA NOTIFICATION NO. : G.S.R. 127 (E) DATED 19/02/2019 WILL BE EXEMPTED FROM FULFILLING THE CRITERIA, IF MENTIONED, IN THE PQR (PRE-QUALIFYING REQUIREMENT) REGARDING PRIOR TURNOVER AND PRIOR EXPERIENCE. HOWEVER, THERE MAY BE CIRCUMSTANCES (LIKE PROCUREMENTS OF ITEMS RELATED TO PUBLIC SAFETY, HEALTH, CRITICAL SECURITY OPERATIONS AND EQUIPMENTS ETC.) WHERE BHEL MAY PREFER THE VENDORS TO HAVE PRIOR EXPERIENCE RATHER THAN GIVING ORDER TO NEW ENTITIES. FOR SUCH PROCUREMENTS, BHEL MAY NOT RELAX THE CRITERIA OF PRIOR EXPERIENCE/TURNOVER FOR THE STARTUPS.	

NOTE: PLEASE FILL IN THIS FORMAT AND SEND COMPULSORILY ALONG WITH QUOTATION WITH VENDOR'S SEAL, SIGNATURE AND DATE.

SIGNATURE ALONG WITH SEAL AND DATE:



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Annexure-IX

DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID & SRF) & PART-II (PRICE BID)

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

1. Documents in line to PQR i.e. Annexure-VII.
2. Technical Terms & Condition of Enquiry I.e. Annexure-VIII.
3. General Terms & Condition of Enquiry I.e. Annexure-IX.
4. Vendor Registration Form (SRF), not required if already registered at BHEL Varanasi.

PART –II (Price Bid):

1. Price bid with prices to be submitted as part-II of the tender.
2. Prices should remain firm till the execution of the order.