



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/4011/2016/2997V/1
PACKAGE: CALIBRATED FLOW NOZZLE FOR PG TEST OF 250MW SETS
PROJECT: ROURKELA
DATE OF ISSUE OF ENQUIRY: 09/11/2016
ENQUIRY DUE DATE: 14/12/2016 (BY 1345 HRS IST)

INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY

1. SCOPE OF ENQUIRY

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

Sl. No.	Material Code & Item Description	Total Quantity	LOT Quantity & Date for Supply Completion
1	Material Code W90313181039 CALIBRATED FLOW NOZZLE FOR PG TEST OF 250MW SETS SPEC: ST45005 REV: 03 SIZE: L 9.4 DIM.: L 9.4	1 NO	LOT 1 (1 NO): 10/04/2018

2. PROJECT INFORMATION

Project Name	1 x 250 MW ROURKELA PROJECT
Name of the End Customer	NTPC SAIL POWER CO. PVT. LTD. (NSPCL)
Consignee Address	BHEL HARIDWAR C/O 1X250 MW ROURKELA PP-II EXPANSION-EPC PACKAGE, NTPC- SAIL POWER COM PVT LTD, DISTT. SUNDARGARH, ODISHA
Excise Duty Status	On Merit (i.e. Full Excise Duty)
Custom Duty Status	On Project Import

3. EARNEST MONEY DEPOSIT (EMD)

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

Details	Amount In INR	Amount in Foreign Currency	Type
EMD	Rs. 40,000/-	Equivalent amount as on date of tender opening	Refundable

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

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

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

3.4 MSE Suppliers are exempted from submission of the EMD.



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- 3.5 Bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value shall not be considered for further evaluation. An opportunity may be given to the bidder for submitting the requisite EMD and the offers would be evaluated only in case, the requisite EMD is received within a time bound period.
- 3.6 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be refunded after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening (PART-I).

4. PRE-QUALIFICATION REQUIREMENT (PQR)

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

5. SUBMISSION OF OFFER

- 5.1 Only English version of all documents would be valid & binding.
- 5.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.
- 5.3 Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
- 5.4 Tenders are to be submitted in Two Parts and Part-I (Techno-Commercial Bid, as detailed below) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:

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

Comprising of following documents:

- Earnest Money Deposit (EMD)/details of EMD in case of E-Payment.
- Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc. The Pre-Qualification requirements is as per enclosed **ANNEXURE-A**.
- Complete Technical offer with relevant drawings/ documents etc. (as per **ANNEXURE-B**)
- "INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY" 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) are to be necessarily submitted along with the offer. Deviations if any are to be listed out separately.
- Quality Plan in in line with ordering documents in enclosed QP format.
- 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.

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- h. Un-Priced replica of Price Bid
- i. **Documents for taking up Customer approval (as per clause 16.2 of this document)**
- j. **Supplier Registration Form (SRF):** Online Registration Portal is operational in BHEL. Bidders not registered at BHEL – Hardwar for this item, have to apply through Online Registration portal, <https://supplier.bhel.in/>. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. One set of hard copy of the filled up Supplier Registration Form (SRF) downloaded from Online Registration Portal duly signed and stamped has to be submitted along with the offer.

[B] PART-II: PRICE-BID

Containing Prices is to be submitted in original, strictly as per enquiry conditions for complete scope of tender enquiry

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

PART-I (refer clause 5.4 [A]):

1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID WITH PQR".

PART-II (refer clause 5.5 [B]):

1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "PRICE BID".

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

“OFFER FOR (ITEM NAME) AGAINST ENQUIRY NO..... DUE ON CONTAINING PART-I & PART-II Bids”. Vendor’s full name and address should be clearly mentioned on the envelope

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

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

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

- 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.

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Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.

- 5.11 **PART-I (Techno-Commercial bid with PQR)** will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of tenderers who may like to attend. Incomplete offers are liable to be rejected.
- 5.12 **Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 3 above.** The Pre-Qualification requirements have been compiled in enclosed **ANNEXURE-A**.
- 5.13 After opening of the techno-commercial offer, the offers would be evaluated by BHEL and acceptance shall be subject to End Customer approval. Price Bid shall be opened only of the Customer approved vendors.
- 5.14 After finalization of Techno-Commercial evaluation, offers of BHEL and Customer approved vendors who have qualified in techno-commercial offer shall be considered for Price Bid Opening/RA.
- 5.15 All correspondence thereof, shall be addressed to the following persons:

Mr. Diwakar Vikram Singh Designation: Asstt. Engr. Gr.I (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: diwakar@bhelhwr.co.in Tel: +91 1334 28 4175	Mr. Manoj Kumar Designation: Dy. Manager (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: manojk@bhelhwr.co.in Tel: +91 1334 28 4175	Mr. Ashish Gupta Designation: Sr. DGM (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: agupta@bhelhwr.co.in Tel: +91 1334 28 5834
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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 As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).
- 5.20 Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.

6 RIGHT OF ACCEPTANCE

- 6.1 BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- 6.2 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer/bid submission (Part-I). The discount shall be applied on

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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 BASIS OF QUOTATION

For Supplies from outside India:

The prices are necessarily to be quoted on CFR Mumbai (India) basis.

For Supplies from within India:

The prices are to be quoted on Ex-Works with freight Pre-paid up to destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. Pls. note that, if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) from Project Site for processing of your invoice. No demurrage charges would be borne by BHEL.

Vendors should quote inland freight charges (for supplies within India, if any). In case the offer is silent regarding inland freight charges, then, **the same would be considered to be inclusive in the offer.** In such case, no separate freight charges would be payable to the supplier (in the event of ordering) and transportation has to be arranged by supplier at their own cost.

8 OFFER VALIDITY

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The offer is to be submitted with a validity of 180 days from the date of opening of techno-commercial offers (Part-I Offer). BHEL will reserve the right to reject the offer, quoting validity less than 180 days.

9 PRICES:

- 9.1 **The prices are to be quoted on firm basis. BHEL will reserve the right to reject the offer of the vendors not quoting the prices on Firm basis.**
- 9.2 Bidder shall closely peruse all clauses, specifications & drawings etc. indicated in tender documents before quoting. In case of any doubt about meaning of any portion of tender specifications or discrepancies or omissions in drawings/ tender document or clarifications regarding scope of work etc., the official(s) inviting the tender can be contacted for clarifications, before submitting the offer.
- 9.3 The breakup of prices shall be necessarily submitted.
- 9.4 The prices for foreign scope of supply & services (i.e. from outside India) should be quoted in Euro/USD/JPY/UK Pound/ SF/Singapore Dollar or any other Internationally Freely Tradable Currency only.
- 9.5 In the Price Breakup source of billing, source country of supply, Currency of quotation, separate FOB & CFR Mumbai (India) Charges (for imported shipment) and rate of all applicable taxes & duties, should be clearly mentioned.
- 9.6 Transit Insurance (both Marine & Inland) would be arranged by BHEL.
- 9.7 Tenderer shall quote the rates in English language and international numerals only. Total Price shall be entered in figures as well as in words. All entries in the tender shall either be typed or written legibly in ink. Cancellations, corrections, insertions, erasures, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.

10 APPLICABLE TAXES & DUTIES:

- 10.1 **Excise Duty (For supplies within India i.e. Indian Bidders):** Presently, Excise Duty is applicable on Merit (i.e. full Excise Duty) for Rourkela Project. The rate of applicable Excise Duty including cess, if any, is to be clearly mentioned in your offer.
- 10.2 **Sales Tax (For supplies within India i.e. Indian Bidders):** The rates of applicable Central Sales tax (CST) / Value Added Tax (VAT) percentage and the total amount with concessional form (s) should be specifically mentioned in your offer. The CST/VAT would be reimbursed only if the same is paid by the vendor/sub-vendor.
- 10.3 **CUSTOM DUTY (For supplies outside India):** Presently Custom Duty is on PI (Project Import Basis) for Rourkela Project.
- 10.4 The comparison of offers would be done as per the applicable Taxes & Duty structure on the date of opening of Price Bid.

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11 EVALUATION CRITERIA

- 11.1 Evaluation will be done on the basis of total landed cost for the complete requirement covered in the enquiry, with cost involved for delivery up to final project site (considering total material value, taxes & duties, Freight, Insurance, and Commercial Loading etc.).
- 11.2 Import Offers (supply portion offered on CFR Mumbai (India) basis) shall be loaded for Marine Insurance, Port Handling/Clearing Charges, applicable custom duties for the project, freight element and other charges involved for delivery up to Project Site as following:
- o Marine insurance – @ 0.01% of FOB value
 - o Port handling/ clearing charges – @ 1% of CIF value.
 - o Custom Duty (including CVD & SAD): As prevailing on date of price bid opening.
 - o Inland freight & Insurance (from Mumbai to ROURKELA Site): As per applicable rate of BHEL transportation contract/ standard practice at BHEL/GISTC, whichever is higher.
- 11.3 For evaluation (of offers quoted in Foreign Currency), exchange rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

12 PAYMENT TERMS

- 12.1 **STANDARD PAYMENT TERMS (For both Foreign & Indigenous Bidders):** 100% payment shall be made after receipt and acceptance of material at Rourkela Project Site. Material receipt and acceptance certificate from BHEL will be part of negotiation document for claiming payment.
- 12.2 The payment may be claimed thru bank (i.e. CAD) or directly to BHEL. In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account.
- 12.3 **For Foreign Bidders:** In case Bidders insists Payment thru Letter of Credit, BHEL may agree for Un-Confirmed and Irrevocable Letter of Credit and will be opened 60 days prior to the scheduled delivery and will be valid for 90 days.
- 12.4 **For Indian Bidders:** Payment thru Letter of Credit (LC) will not be allowed. BHEL reserves the right to either reject the offer or load the offer of Indian bidders insisting payment thru LC.
- 12.5 **Loading for Deviation in Payment terms (for both Indian & Foreign Bidders):** BHEL reserves the right to load the offers of vendors for deviation in payment terms mentioned in the enquiry. Base rate of SBI (as on 31st March 2016) + 6% per annum, shall be considered for loading for the period of relaxation sought by bidders. Loading would be done on basic cost of items, as per table given below:



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Payment Terms		Days of Loading
After Receipt & Acceptance of material at Site (Indian/Foreign Bidders)		No Loading
Against Delivery at BHEL Site (against Material Receipt Certificate) (Indian/Foreign Bidders)		15
Against documents through bank (CAD):	Foreign Bidders	45
	Indian Bidders	30
Letter of Credit (LC)	Foreign Bidders	60
	Indian Bidders (if allowed under exceptional circumstances)	45
Usance LC	Foreign Bidders	No Loading if usance period is > 45 Days.
		Loading of days difference i.e. difference between 45 days and usance period if the usance period is < 45 days
	Indian Bidders (if allowed under exceptional circumstances)	No Loading if usance period is > 60 Days.
		Loading of days difference i.e. difference between 60 days and usance period if the usance period is < 60 days

13 GUARANTEE/WARRANTY CLAUSE

- 13.1 Guarantee/ Warranty Period: 18 months from the date of commissioning or 24 months from dispatch, whichever is earlier
- 13.2 Please note that vendors quoting guarantee less than 18 months from dispatch shall not be considered. In case of deviation is Guarantee Period, offer shall be evaluated with loading @4% per annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.
- 13.3 Supplier shall be responsible for free replacement of the defective material (material defect / manufacturing defect / defect due to any other causes pertain to manufacturing / material) on our site without any extra cost to BHEL.
- 13.4 In case of damage in transit due to inadequacy in packing, it will be vendor's responsibility to replace defective / damaged material on F.O.R. site basis, without any additional charges to BHEL. Please confirm.
- 13.5 In case of damage due to reasons other than inadequacy in packing/loading, you are required to depute your representative at site / place of damage at the time of insurance survey to ascertain and confirm the extent of damage. Please confirm

14 DELIVERY PERIOD

- 14.1 Please quote your delivery completion period in line with the enquiry lot date. In case it is not possible to meet the lot date, you may quote your best possible delivery completion period in number of weeks from the date of Purchase Order.
- 14.2 If the delivery quoted by you does not meet BHEL's delivery requirement / revised delivery requirement as per site progress, you will be given a chance for reviewing your quoted delivery and inform revised

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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.

15 PENALTY FOR LATE DELIVERY

- 15.1 In case of delay in supply of material beyond the agreed contractual delivery, Penalty for Late Delivery would be applicable @ 0.5% of the **total order value (each LOT)** per week of delay or part thereof subject to a maximum of 10% of the **total order value (each LOT)**.
- 15.2 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.
- 15.3 For Supplies within India, the date of GR (Goods Receipt)/ LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.
- 15.4 In case of dispatch thru BHEL un-approved transporter (for indigenous supplies), receipted GR/LR from Project Site would be required for processing of the invoice. In such case, no demurrage charges would be borne by BHEL.
- 15.5 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).

16 CUSTOMER APPROVAL, QUALITY REQUIREMENTS & THIRD PARTY INSPECTION

- 16.1 The final acceptance of the offers shall be subject to vendor approval by End Customer (NSPCL). BHEL will open the Price Bids of only those vendors who are finally approved by the end customer.
- 16.2 Following documents should be submitted along with your offer for taking up approval with the end customer (after qualification of PQR and acceptance by BHEL):
 1. Company profile
 2. Details of manufacturing and testing facilities
 3. Reference lists – orders executed for power utilities / Thermal power plants
 4. Customer approval letters
 5. Copies of certificates eg. ISO 9001 or other relevant certifications
 6. Other Credentials (if any).
- 16.3 The bidders need to submit their quality plan in line with ordering documents in enclosed QP format along with offer. In the event of ordering, the quality plan would be forwarded to the end customer for approval and the final scope of inspection shall be as per customer (NSPCL) approved Quality Plan.
- 16.4 **For Indigenous Bidders:** Pre-Inspection would be done by BHEL nominated inspection agency (SGS) and End Customer (If foreseen) as per finally Customer approved Quality Plan. The charges for carrying out inspection would be borne by BHEL; however the co-ordination with the Third Party Inspection Agencies would be the sole responsibility of the bidder. Loading of Inspection Charges would be done as per BHEL's existing rate contract with the TPI agency as on the date of price bid opening (As per present contract TPI rates are @ 0.238% of the material value + Service Tax).

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- 16.5 **For Foreign bidders registered at BHEL for this item (i.e. PMD Vendors):** Testing and certification would be done as per ordering documents and finally customer approved quality plan.
- 16.6 **For Foreign bidders not registered at BHEL for this item (i.e. Non-PMD Vendors):** Pre-Inspection would be done by Third Party Inspection Charges (i.e. By LRS/BVQI/TUV). The prices are to be quoted inclusive of Third Party Inspection Charges (By LRS/BVQI/TUV). The scope of inspection for Third Party Inspection Agency would be as per final Customer approved Quality Plan. The co-ordination with the Third Party Inspection Agencies would be the sole responsibility of the bidder. In case if nothing has been mentioned in your offer about the Third Party Inspection charges, the same would be considered to be inclusive in your quoted prices.
- 16.7 The Test Certificates/Inspection reports will be submitted to BHEL for review and acceptance before dispatch of Material. The Material Dispatch Clearance (MDCC) will be provided within 7 days of receipt of these documents, provided those are complete in all respects.
- 16.8 The Material is to be dispatched only after receipt of Material Dispatch Clearance Certificate (MDCC) from BHEL.

17 TECHNICAL REQUIREMENTS:

- 17.1 Design, Manufacturing, Calibration of Flow Assembly shall be as per ASME PTC 6-2004.
- 17.2 Please inform name of Laboratory where calibration to be carried-out. BHEL approved laboratories for calibration of Flow Nozzles (250 MW sets) are FCRI Palgahat – India, Venturi Calibration Services CZ, Hams Hall UK & Alden Flow Laboratory (Holden, MA).
- 17.3 In case of offer from other than BHEL approved laboratory, please also submit credentials of laboratory (like- calibration reports of similar nozzles calibrated at this laboratory, reference list etc.) for review & approval by BHEL. Calibration is to be done only in BHEL approved laboratories. BHEL reserve the right to approve or not the new lab based on credentials of Lab.
- 17.4 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.
- 17.5 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.

18 REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

	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/4011/2016/2997V/1 PACKAGE: CALIBRATED FLOW NOZZLE FOR PG TEST OF 250MW SETS PROJECT: ROORKELA DATE OF ISSUE OF ENQUIRY: 09/11/2016 ENQUIRY DUE DATE: 14/12/2016 (BY 1345 HRS IST)
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In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Online sealed bid" in the Reverse Auction. Non-submission of "Online Sealed Bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Detailed terms and conditions for RA are enclosed (refer [Annexure-D](#))

19 SETTLEMENT OF DISPUTES /ARBITRATION :

For Supplies from outside India:

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 or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under the clause. The seat or place of arbitration shall be Haridwar, 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.

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

For Supplies from within India:

In case 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.

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

BHEL reserves the right to reject the offer in case bidder does not agree to the arbitration clause.

20 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.

21 DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

	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/4011/2016/2997V/1 PACKAGE: CALIBRATED FLOW NOZZLE FOR PG TEST OF 250MW SETS PROJECT: ROURKELA DATE OF ISSUE OF ENQUIRY: 09/11/2016 ENQUIRY DUE DATE: 14/12/2016 (BY 1345 HRS IST)
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Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

22 PRE-BID MEETING :

Pre-Bid clarifications & deviations (if any) should be sought within 10 days of issue of the enquiry. Bidders to compile all clarifications, if any, preferably in single communication. The clarifications would be provided within 3 days of receipt of queries. Bidders may also have across the table discussions for seeking pre-bid clarifications (if required).

23 IMPORTANT NOTE

INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY are to be read along with **GISTC (for both Foreign & Indian Bidders)**. A signed & stamped copy of these documents as a token of acceptance is to be submitted along with the offer. In the event of contradiction of terms and conditions mentioned, the order of preference shall be INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry).

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.

24 List of Enclosures

- i. INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY
- ii. Pre-Qualification Requirements along with Annexures mentioned therein (Annexure-A)
- iii. Technical specification ST45005 REV: 03
- iv. QP Format
- v. Terms & Conditions of Reverse Auction (Annexure-B)
- vi. GISTC (For Foreign Bidders)
- vii. GISTC (for Indian Bidders)

For and on behalf of BHEL, Hardwar

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

	PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 5834/4175	ENQUIRY NO. B/4011/2016/2997V/1 PACKAGE: CALIBRATED FLOW NOZZLE FOR PG TEST OF 250MW SETS PROJECT: ROURKELA DATE OF ISSUE OF ENQUIRY: 09/11/2016 ENQUIRY DUE DATE: 14/12/2016 (BY 1345 HRS IST)
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ANNEXURE-A

PRE-QUALIFICATION REQUIREMENT **CALIBRATED FLOW NOZZLE ASSEMBLY**

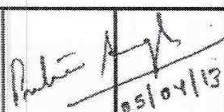
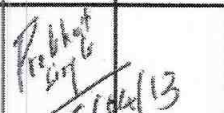
Sl. No.	Pre-Qualification Requirements	Vendors Confirmation Indicating page no. where documents are placed
1(a)	The Bidder should have Designed, Engineered, Manufactured, Tested as per ASME PTC-6 - 2004, Long radius low Beta ratio throat tap flow nozzle assembly of 10 " or higher ID containing four (4) tap sets and supplied one (1) number each in at least two different Thermal Power Plants with units having capacity of 200 MW or above. Also the thermal power plant units should have gone through performance testing 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 10 " or higher ID containing four (4) tap sets and supplied at least two (2) numbers of such flow nozzles to Siemens for use in thermal power station. In both above cases, the date of commissioning / synchronization of thermal power units should not exceed 5 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 calibrated the flow nozzle in the Laboratory of international reputability 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.	

	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/4011/2016/2997V/1 PACKAGE: CALIBRATED FLOW NOZZLE FOR PG TEST OF 250MW SETS PROJECT: ROURKELA DATE OF ISSUE OF ENQUIRY: 09/11/2016 ENQUIRY DUE DATE: 14/12/2016 (BY 1345 HRS IST)
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ANNEXURE-A

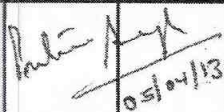
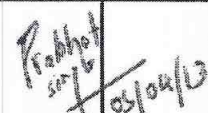
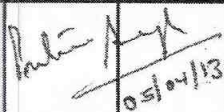
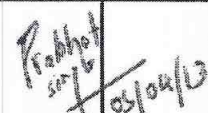
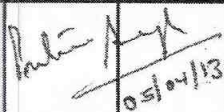
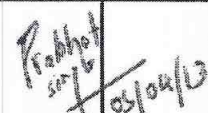
1(c)	Bidder to submit following documents in support of above clauses 1(a) and 1(b): 1. Experience list of supply of flow nozzle for 200 MW or above rating thermal sets. 2. Details of engineering, manufacturing, and testing and calibration facilities include the accreditation details of Laboratory in 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) Drawings of flow nozzle cross-section and assembly. 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 use of flow nozzle assembly during performance testing of the thermal set. The vendors, who have already supplied calibrated ASME PTC-6 -2004 Long radius low Beta ratio throat tap flow nozzle assembly of 10 " or higher ID to BHEL, need not to submit these certificates / documents mentioned at Sl. no 1-5 above.	
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).	

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक	ST45005																												
			पृष्ठ 6 का 1	Page 1 of 6																											
SUPERSEDES INVENTORY NO.	PRODUCT STANDARD																														
समग्री सूची संख्या को अधिस्थिति करता है	Based on standard : ASME PTC 6 2004																														
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.	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 flanges, gaskets (including one extra set for future use), requisite zinc plated bolts/studs & nuts, single piece 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 2004 -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.																														
स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की संपत्ति है। इसका प्रयोग एवं प्रसारण बिना लिखित अनुमति के बिना केंद्र के हित में हानिकारक हो न किया जाए।	<table border="1"> <tr> <td>हस्ताक्षर एवं दिनांक SIGN & DATE</td> <td>नाम NAME</td> <td>दिनांक एवं हस्ताक्षर SIGNATURE & DATE</td> </tr> <tr> <td>MEMBER-PSC</td> <td>VIRENDRA KUMAR</td> <td></td> </tr> <tr> <td>QAX</td> <td>S.K. CHAUHAN</td> <td></td> </tr> <tr> <td>TSX</td> <td>VISHAL SRIVASTAVA</td> <td></td> </tr> <tr> <td>सहमत विभाग AGREED DEPTT.</td> <td>नाम NAME</td> <td>दिनांक एवं हस्ताक्षर DATE & SIGNATURE</td> </tr> <tr> <td colspan="2"> स्वीकृति APPROVED : (S. BHATTACHARYA) SDGM (STE) </td> <td>GP No. 2.83</td> </tr> <tr> <td>REV.NO.-03</td> <td>SUPERSEDES</td> <td></td> </tr> <tr> <td>05.04.2013</td> <td></td> <td></td> </tr> <tr> <td>निर्माण PREPARED : STE</td> <td>जारी ISSUED : TSX</td> <td>दिनांक DATE : 24.01.2005</td> </tr> </table>				हस्ताक्षर एवं दिनांक SIGN & DATE	नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE	MEMBER-PSC	VIRENDRA KUMAR		QAX	S.K. CHAUHAN		TSX	VISHAL SRIVASTAVA		सहमत विभाग AGREED DEPTT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	स्वीकृति APPROVED : (S. BHATTACHARYA) SDGM (STE)		GP No. 2.83	REV.NO.-03	SUPERSEDES		05.04.2013			निर्माण PREPARED : STE	जारी ISSUED : TSX	दिनांक DATE : 24.01.2005
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दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक		ST45005	
		PRODUCT STANDARD		पृष्ठ 6 का 2 Page 2 of 6	
SUPERSEDES INVENTORY NO	d) The flow nozzle(s) shall be made from corrosion resistant material with known thermal expansion coefficient (as per clause 10 on page 5 of 6 of this document). Its surface should be hydraulically smooth and have a 0.4 microns or better finish and shall be free from all burrs, scratches, imperfections or ripples. For additional requirements on the design and manufacture of the nozzle(s) and its pressure taps, refer paras. 5.1, 5.2, 5.3, 5.4 of ASME PTC 19.5-2004 Flow Measurement & paras 4.8.6 & 4.8.7 of ASME PTC-6-2004. e) The flow straightener shall be of Perforated or tubed plate design with non uniform hole distribution (<i>also called Gallagher Straightener</i>) as shown in Fig 4.5 & described in Para 4.8.4 & Table 4.1 on Pg. 30 & 32 of ASME PTC-6-2004. f) The bidder should confirm that in case the calibration curves are not within the limits prescribed in ASME PTC-6, they will manufacture fresh flow nozzle(s) and calibrate it to achieve the calibration regimes of ASME PTC-6 and supply the new piece(s) without any price / delivery implications. g) The total length of the flow assembly including flow straighteners; upstream & downstream pipe pieces; flanges of size Nb300 CL300 RF Weld neck type as per ANSI-B16.5 etc. is to be exactly as indicated in the sketch in sheet No.6 of this document. The upstream & downstream pipe should be without any weld joint and should be internally machined for a length of 4D & 2D respectively in accordance with clause no: 5-3 of ASME PTC-19.5 2004. h) All external surfaces of the assembly shall be painted with one coat of rust preventive primer and minimum one coat of heat resistive paint suitable for 135 Deg C application, to avoid rusting due to sea transportation (if applicable) and open storage at site for period up to one year. The internals of the pipe should be provided with suitable conservation (like Volatile Corrosion Inhibitor) & end faces protected by removable tight corners to prevent rust/damage of pipe inner surfaces. The nozzles shall be packed in suitable seaworthy crates to avoid damage during transport and temporary storage before use at site. i) Serial No. of the nozzle, tag FP01 should be clearly indicated on a name plate permanently affixed to the assembly. Tap set identification mark(s) shall also be hard punched as well as painted in large letters on the assembly so that they can be easily identified by the customer at site. These should also be clearly indicated in the assembly drawing. j) The nozzle should be placed in box with name plate facing upward. The box should have arrow mark indicating upper direction and should at least carry Name of supplier, S.No. Of nozzle, Name of the project, package size, gross weight and net weight. k) To avoid loss of Root Valves and/ or Spare Gaskets packed with nozzles, Supplier should tie these loose items to the pipe body using wire or other suitable sturdy material.				
सामग्री सूची संख्या को अधिकृत करता है					
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					
स्वत्वाधिकार एवं गोपनीय	इस प्रलेख में दी गई सूचना भारत भारती इलेक्ट्रिकल्स लि. सम्पत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो या किया जाए				
हस्ताक्षर एवं दिनांक SIGN & DATE	8/4/13				
सामग्री सूची संख्या INVENTORY NO.	7-6310				
REV. NO. -- 03	जांचकर्ता WORKED BY	PREETAM SINGH	 05/04/13		
	पर्यवेक्षणकर्ता CHECKED BY	PRABHAT SINGH	 05/04/13		

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक 		ST45005	
SUPERSEDES INVENTORY NO		4.0 DOCUMENTS TO BE SUBMITTED WITH OFFER		पृष्ठ 6 का 3 Page 3 of 6	
सामग्री सूची संख्या को अधिकृतित करता है		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.			
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company		5.0 DOCUMENTS TO BE SUBMITTED FOR DESIGN APPROVAL (after Placement of order)			
स्वतंत्राधिकार एवं गोपनीय इस प्रोजेक्ट में दी गई सूचना भारत भारी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रयोग एवं प्रसारण के बिना या इसके बिना किसी भी तरह प्रयोग, जो कि कंपनी के हित में हितकर हो न किया जाए		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.			
दिनांक एवं हस्ताक्षर SIGN & DATE		5.1 INSPECTION & TEST CERTIFICATES			
सामग्री सूची संख्या INVENTORY NO		The following minimum tests shall be carried out as per 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) 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. 2) Material tests for all major components (i.e.) Nozzle, Steel pipes, Flanges, fittings, etc 3) Magnetic particle or liquid penetrant examination for each pressure taps as per ASME Sect.V. 4) 100 % Radiographic examination of butt welds as per ASME Sect.VIII. 5) Hydrostatic pressure test of complete meter run at 1.5 times of design pressure for minimum 30 minutes with proof of test. 6) Surface finish measurement for Nozzles satisfying the requirements of ASME PTC-6 2004 and ASME PTC-19.5 2004 as stated in para 3(d) above.			
REV. NO. --03		जांचकर्ता WORKED BY		PREETAM SINGH	
P-6310		पर्यवेक्षणकर्ता CHECKED BY		PRABHAT SINGH	

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दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक		ST45005																																								
		PRODUCT STANDARD		पृष्ठ 6 का 4 Page 4 of 6																																								
SUPERSEDES INVENTORY NO	<u>PRESCRIBED FORMAT FOR QUALITY PLAN</u>																																											
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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.	<u>INSTRUCTIONS FOR FILLING QUALITY PLAN</u> The quality plan shall include all the quality control measures and check adopted by the vendor to ensure that the material/ components/ assembly/ services supplied by the vendor meet /will meet the requirements as per specifications and good practices. They shall include all stages of operation such as materials, process, machining, assembly, calibration, painting, packing & dispatch. The following guidelines for filling the Quality plan may be noted: Column 1- Serial Number Column 2- Component / operation. The component and / or operation being checked shall be given here. Column 3-Characteristics - The characteristic being checked shall be given here (e.g.) Chemical composition, mechanical properties, leak tightness, surface defects; etc. Column 4- Category CR stands for critical characteristic affecting the safety of equipment and personnel. MA stands for major characteristic affecting performance, reduction in life, large down time. M1 stands for minor characteristic affecting appearance. Column 5-Type of check: like chemical analysis, tensile testing, hydraulic test, visual examination, radiography, etc. Column 6- Quantum of check such as 100%, 10%, 1 per Heat, etc. Column 7- Reference documents - Documents such as Technical specifications, drawings, standard specifications (BS, ANSI, ASME, DIN, IS, etc.), procedure etc. according to which the checks are done. Column 8--Acceptance norms-Standards etc. according to which the acceptability or otherwise of the characteristics being checked is decided. Column 9- Format of Records - Formats, log sheets, reports, etc. in which the observations are recorded. Standard log sheets, reports, format, etc. of the vendor shall be numbered and such reference numbers shall be included here. Column 10-12 -Agency -The agency which performs the test/inspection shall be written in the sub-column P. The agency which witnesses the tests shall be written in the sub-column W & the agency which verifies the tests certificates/inspection records shall be written in the sub-column V.																																											
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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		6) PIPE SIZE : O.D. = 323.90 mm : I.D. = 311.20 mm : Thickness = 6.35 mm 7) PIPE MATERIAL : SA106 Gr B. 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 (As per Fig. 4.5, ASME PTC-6-2004) 15) GRADIENT : As indicated in Annexure 16) ALLOWABLE PRESSURE LOSS : Approx 1.0 Kg/cm² at 100 % load 17) DESIGN & CALCULATIONS : As per ASME PTC-6-2004 & ASME PTC 19.5-2004 Flow Measurement 18) CALIBRATION CURVES & DATA : Required for each pair of tapings. Data indicating Cd_{theo} & $Cd_{practical}$ to be furnished. . 19) DIFFERENTIAL AT 100% LOAD : Preferably 1.5 Kg/cm² 20) INSTRUMENT RANGE : 0-2.5 Kg/cm² Dp transmitter 21) LIST OF REFERRED STANDARD : ASME PTC-6, ASME PT-19.5, ANSI-B16.5, ANSI B36.1, ASME Sect. V, ASME Sect. VIII.																			
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MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN				TO BE FILLED BY BHEL		TO BE FILLED BY BHEL				
BHEL	VENDOR'S NAME	ITEM		QP NO.									
				DATED									
		DRG. NO.	AS PER PO										
		SPEC.	AS PER PO										
		REV					Page 1 of 3						
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS	
1	2	3	4	5	6	7	8	9	D	M	B	N	11

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

ANNEXURE-B

Terms & Conditions of Reverse Auction

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

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

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



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-2016)

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23. NOTE.

1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

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

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

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



BHARAT HEAVY ELECTRICALS LIMITED

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For Foreign Bidders (Version April-2016)

e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting/overwriting in the bid/offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list. g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more. h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for. j) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India. 4. TENDER OPENING. Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. <u>TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.</u> The bidders or their authorized representatives (contd. --)	(-- contd.) may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable. 5. SPECIFICATION, DRAWINGS & STANDARD. a) Bidders must give their detailed specification in the quotation along with relevant technical literature/catalogue etc. against the tender enquiry. b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected. c) Wherever national/international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply. d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company. 6. PRICE SCHEDULE. a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status. b) Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided. c) 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.
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Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Foreign Bidders (Version April-2016)

d) Offers received other than CFR basis may result in non consideration of such bids. e) However if BHEL agrees to accept the FOB condition, to arrive at landed cost at our plant/site, the FOB prices shall be loaded for 3% (of FOB Value) towards marine insurance, port handling charges & inland freight or actual freight / port handling charges as per BHEL contract whichever is higher . f) Basis of Evaluation for Bid/Quotation in foreign currency: - 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. 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 technical bid opening shall be considered for computation of Agency commission. - 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: - Expected weight of goods (lots wise). - The size of packed goods. - Whether the goods can be dispatched in containers? - Port of Loading. - Port of Discharge. 7. REVERSE AUCTION. - BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after Techno-Commercial Evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides for RA. Detailed guidelines available at our site www.bhel.com - 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 tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue. 8. DELIVERY TERMS. - Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order. - In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container/High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
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**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

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c) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account. d) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders. e) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 500 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC). f) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor. g) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance to filing the IGM (Import General Manifest) at discharge port. h) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel. i) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is mandatory to be provided. However a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable. j) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages/ wharfages. if any; paid by BHEL (for stated reasons). k) The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will have to forego Input Credit on Service tax.	l) While booking the shipment, bidder to also finalize <u>destination charges</u> and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. m) If cargo is stuffed in container then the same should be allowed to be moved to CFS of importers choice without any additional charges. n) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges. o) NNDs (preferably with OBLs) should be sent at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS. p) Information related to OBL/AWB Documents: I. Consignee name and address should be same as mentioned in the Purchase order. II. Notify party : Name and address will be as follows:(For discharge port Mumbai or Nhava Sheva) Bharat Heavy Electricals Limited 14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005 Email: msseahwr@bhel.in and ppximx@bhelhwr.co.in (in case of Sea Shipments) Email: kkant@bhel.in; salvi@bhel.in, Sunil.patil@bhel.in (in Case of Air shipments) For latest updation please refer our web site: www.bhelhwr.co.in III. OBL should clearly mention the Indian agent address and contact details. IV. OBL should be issued as per UCP 600. V. In case of incoterms other than FOB, OBL should mention the container detention free period.
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9. PENALTY FOR LATE DELIVERY.

- a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation.
- b) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- e) The delivery date for penalty purpose will be the Bill of Lading Date/Air way bill.

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- d) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 day of vessel sailing and receipt of OBL from shipping line.

- e) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 60 days prior to the scheduled delivery and will be valid for a period of 90 days.

11. BANK GUARANTEE.

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

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

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 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 our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery. c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement /submission of BG/refund of amount paid. 13) QUALITY REQUIREMENT. Your bid/quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable). 14. VALIDITY. The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry. 15. RIGHT OF ACCEPTANCE. a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges. b) Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders. c) Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.	d) In case of changes in scope and/or technical specification and/or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened. e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening. f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage. 16. TRANSIT INSURANCE. 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.
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- 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.

- a) Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake, any other act of God, change in Government Policies, terrorist attack etc. or any other circumstances beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.
- b) 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.
- c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than six months.

- d) If the war like situation has developed in a country where a bidder's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the bidders located in such zone / region/ country, then the offer of such bidders shall be rejected. BHEL reserves the right to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by the Indian embassy located in the affected country.

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. (Contd.--)

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

JURIDICION: The courts of Haridwar, 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 pplx_idx@bhelhwr.co.in giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in.
- d) Copy of this Tender Enquiry is being sent through the post.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.

23. NOTE.

- a) Special conditions of enquiry, if enclosed, will supersede the 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.

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BHARAT HEAVY ELECTRICALS LIMITED

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

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

3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

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

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

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e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting/overwriting in the bid/offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list. g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more. h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for. 4. TENDER OPENING. Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. <u>TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.</u> The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable.	5. SPECIFICATION, DRAWINGS & STANDARD. a) Bidders must give their detailed specification in the quotation along with relevant technical literature/catalogue etc. against the tender enquiry. b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected. c) Wherever national/international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply. d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company. 6. PRICE SCHEDULE. a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status. b) Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided. c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non consideration of such bids. 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.
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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 Sales Tax, Excise Duty and any other statutory levy should be indicated separately and clearly in the bid/quotation. g) Bidders can despatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR/destination. If material is despatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis. h) In case of despatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account. i) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor. 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 tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue.	8. DELIVERY TERMS. a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry. b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%. 9. PENALTY FOR LATE DELIVERY. a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation. b) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement. c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order. e) <u>DELIVERY IN CASE OF REJECTION:</u> In case the material is rejected, then date of replacement will be considered as the actual date of delivery. f) <u>DELIVERY AGAINST BANK DOCUMENTS:</u> In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar/FOR Transporter Godown", then date of delivery will be date of intimation by transporter/bidder of delivery of material at Haridwar for the penalty purpose.
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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 Material/Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry. b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term. c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar. 11. TAXES & DUTIES. a) If PAN (Permanent Account Number) of the recipient is not available, 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. b) The bidder shall clearly indicate extent of taxes as applicable in his technical bid. c) All forms as required by Law to avail concessional tax benefits are to be submitted within the stipulated time. BHEL reserves the right to withhold the payment due to the bidder or deduct the payment equivalent to additional tax and other liability on BHEL due to non/late submission of above forms. d) Bidder to quote place from where supply of goods is expected, to evaluate us applicable Value Added Tax input credit. Any subsequent changes in this may affect availability of input credit to BHEL; the same will be on bidder's account. e) In case of intra-state sale, bidder to ensure quoting TIN Number of BHEL applicable in the state of transaction and same should be asked by bidder in time. f) Rate of Excise Duty, CST/VAT and Service Tax must be indicated in offer even if it is inclusive.	g) Taxes & duties as applicable at the time of supply shall be payable. h) <u>IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:</u> Wherever the material being offered is imported, bidder must quote the prices inclusive of CVD. The rate & value of CVD as included in the price must be indicated separately. In case quantum of CVD is not mentioned by the bidder the same will not be considered for evaluation. However bidder will have to pass on the benefit of CVD to BHEL at the time of actual supply. 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. a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 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) (Contd.--)
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(-- Contd.) 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 our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY.

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

16. RIGHT OF ACCEPTANCE.

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

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

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

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

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

17. 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.

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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.

- a) Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake, any other act of God, change in Government Policies, terrorist attack etc. or any other circumstances beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.
- b) 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.
- c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than six months.

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.

JURIDICTION: 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.

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23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS. a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer." b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :- c) Valid NSIC Certificate or d) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or e) EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over. f) However, credentials of all MSE suppliers will be verified before advancing the intended benefits. g) MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.	h) In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer 20% of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then 20% quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders. i) While distributing the 20% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating. j) In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost . k) In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference. l) If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
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- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website www.bhelhwr.co.in. The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to ppx_idx@bhelhwr.co.in giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in
- d) Copy of this Tender Enquiry is being sent through the post.

25. NOTE.

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

Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.

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