

	ENQUIRY VALVES	Bharat Heavy Electricals Limited (A Government of India undertaking) HIGH PRESSURE BOILER PLANT PURCHASE DEPARTMENT/VALVES TIRUCHIRAPPALLI-620 014.	Phone: +91 (431) 257 7096/7412 Email: sivabala@bhel.in kraghu@bhel.in	
		ENQUIRY NO.	DATE	DUE DATE FOR QUOTATION
		ENSFV00217	24.04.2019	14.05.2019
		Please quote Enquiry No., and due date in correspondences <i>This is only a request for quotation and not an order.</i>		
<u>Date, Time & Venue of tender opening:</u> 14.05.2019 at 14.30 Hrs. at The Tender Opening Cell/Valves Room No. -26, Building -24 Bharat Heavy Electricals Limited Tiruchirappalli - 620014, Tamilnadu, India Email: tender_cell@bheltry.co.in		<u>Scope of supply</u> Supply of Spring Loaded Bypass Valves as per the purchase specification enclosed. -List of Annexures 01. Annexure 1A - SPEC:SP:001 Rev: 02 02. Annexure 2A - GENERAL TERMS AND CONDITIONS 03. Annexure 2B - CONFIRMATION TO THE TERMS AND CONDITIONS 04. Annexure 2C - UNPRICED FORMAT 05. Annexure 2D - PRICED BID FORMAT 06. Annexure 2E - SCHEDULE OF DEVIATIONS FORMAT 07. Annexure 3A - PBG FORMAT 08. Annexure 3B - LIST OF CONSORTIUM BANKS		
Please, submit your lowest quotation in duplicate subject to our terms and conditions, for the above materials, so as to reach us on or before the due date by 14.00 Hrs. (IST) Quotations will be opened at 14.30 Hrs. (IST) on the due date in the presence of tenderers who may like to be present. Late tenders will not be considered.		Yours faithfully, For Bharat Heavy Electricals Ltd Sivabala Shanmugam Sr. Engineer/Purchase/Valves		

ANNEXURE 1A

VALVE SPECIFICATION



365-147/B
31.08.16

**BHEL – Tiruchirappalli – 620014,
India**

Valves Engineering and R&D

PURCHASE SPECIFICATION

DOC No: **SPEC:SP:001** Rev: 02

Effective Date: **24/04/2019**

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Product: Spring Loaded Bypass Valves for BIFPCL MAITREE STPP – 2X660MW

Revision Record:

Rev. No	Date	Details of Revision
00	08 June 2018	First Release
01	14 June 2018	Clause 12. Painting Requirements Modified
02	23 April 2019	1. Clauses 2.2, 2.3, 5.2, 6, 8.1, 8.2, 8.5, 8.6, 9.10, 10, 14 & 15 revised. 2. Clause 12.4 included.

1. Scope:

This specification covers the Design, Manufacture, Inspection & Testing at vendor's works, proper packing and delivery of Spring Loaded Bypass valves complete with all accessories as per the requirements mentioned in different sections of this specification.

2. Pre-Qualification Requirement:

- 2.1. Bidder shall have valid ISO 9001 certificate for their Quality Management System.
- 2.2. Bidder should have previously designed (either by self or under collaboration/licensing agreement), manufactured / got manufactured and supplied these valves for 660MW or higher size pulverized coal fired power generating units such that these valves are in successful operation in at least three (3) such units for a period of not less than one (1) year prior to techno-commercial bid opening of this enquiry. The reference units should be at minimum two different sites.
- 2.3. Certificate from end customer of atleast one reference unit as per clause 2.2 regarding satisfactory performance of the valves shall be submitted by the bidder for considering their offer. For vendors who have supplied these valves for NTPC projects of 660MW or higher size thermal power projects, NTPC approved documents shall be submitted in-lieu of end customer certificate.

3. General Instructions:

- 3.1. It is not the intent to specify herein all the details of design and manufacture, however the equipment shall conform in all respects to latest applicable codes and standards, engineering and workmanship, and shall be capable of performing the required duties in a manner acceptable to engineer/ owner, who will interpret the meaning of drawing and specifications, and shall be entitled to reject any component or material, which in his judgment is not in full accordance herewith.
- 3.2. The omission of specific reference to any component/accessories necessary for the proper performance of Spring Loaded Bypass Valves shall not relieve the bidder of the responsibility of providing such facilities to complete the supply of Spring Loaded Bypass Valves at quoted prices.
- 3.3. The valves covered under this specification shall be governed by the following standards. However, the valves conforming to other International Standards may be acceptable, provided they are equivalent or superior to those listed below:

ANSI-American National Standards Institute



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API-American Petroleum Institute
ASME-American Society of Mechanical Engineers
ASTM -American Society for Testing and Materials.
AWS-American Welding Society
BS-British Standards Institute
Bangladesh Boiler Act, 1923 with amendments
ISA-Instrument Society of America
OSHA-Occupational Safety and Health Administration
DIN-Deutsche Industrie Norm

- 3.4. All materials, construction and design of the pressure parts shall conform in all respects to the applicable standards.
- 3.5. All materials shall be readily identifiable. Mill test reports shall be provided for all pressure boundary parts. These test reports shall be available for review at the Bidder's shops. Copies of these are to be submitted to BHEL.
- 3.6. Nothing in this Specification shall be construed as relieving the Bidder of his responsibility for compliance with all applicable codes and regulations.
- 3.7. In case of any conflict between the above codes/Standards and this specification, the latter shall prevail and in case any further conflict in this matter, the interpretation of the specification by the BHEL engineer shall be final & binding.

4. Application:

Two banks of HP Heaters of 50% capacity on feed water side are installed in the regenerative feed cycle i.e. HPH-7A / 8A/ 9A & HPH 7B / 8B/ 9B. Each heater bank is provided with motor operated gate valves at the inlet & outlet. The two (2) feed water bypass lines, of 50% capacity each, are provided across HP Heater banks with spring loaded bypass valve (SLBV) FDV-42 & FDV-43 for facilitating individual as well as both heater banks isolation due to any operational problem.

5. Scope of Supply:

- 5.1. The valves complete with all accessories to be supplied shall be as per selection data in clause 9.
- 5.2. Loose items such as tools, commissioning spares and mandatory spares, etc.. indicated in clause 8 also form part of the scope of supply.
- 5.3. Applicable expanders/reducers to match the pipe shall be welded to valve and supplied.

6. Design and Construction:

- 6.1. All pressure parts shall be designed in accordance with applicable ASME BPVC 2015 Edition.
- 6.2. All valves shall be suitable for the service conditions i.e. flow, temperature and pressure under which they are required to operate and those performing similar duties shall be interchangeable with each other unless otherwise specified.
- 6.3. All valves shall be globe type construction.
- 6.4. An arrow indicating the direction of flow shall be embossed on the body of the valves.



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- 6.5. Suitable lifting lugs and eyebolts shall be provided for valves of weight 500kg and above.
- 6.6. All valves shall be of tight shut off design (zero leak) at room temperature before reaching the required differential set pressure across the valve.
- 6.7. Valve parts shall not vibrate or chatter and shall not be unduly noisy.
- 6.8. The valve seat areas shall be Hard faced (Stellite or Equivalent). Sealing arrangement shall be provided so that no leakage takes place through valve glands. Further, graphite packing rings or equivalent arrangement shall be provided for valve glands if required.
- 6.9. All Spring Loaded Bypass valves shall be butt weld type, edge preparation details of which shall be as per clause 11.
- 6.10. Nameplates shall be of white non-hygroscopic material with engraved black lettering and shall be suitably fixed on both front and rear sides. The nameplates shall have the following details minimum.
- 6.10.1. Manufacturer's Model Number
 - 6.10.2. Manufacturer's Serial Number
 - 6.10.3. Size and pressure rating of the valve
 - 6.10.4. Manufacturer's name/trade mark
 - 6.10.5. Month & year of manufacture
 - 6.10.6. Valve Set Pressure in kg/cm² (g)
 - 6.10.7. Valve Lift in mm
 - 6.10.8. Valve Tag No as applicable
 - 6.10.9. "X" value (Height from the valve bonnet top face to Spring adjusting screw's top face required to obtain set pressure)

7. Material of Construction:

- 7.1. The material of construction of the Body shall be as specified in the clause 9.
- 7.2. The materials of construction of the remaining parts shall be as per relevant code/standard governing the valves to suit the service conditions. These materials shall be subject to approval of the purchaser.
- 7.3. Materials used in manufacture of valves shall be of tested quality.

8. Loose Items:

- 8.1. Tools - Bidder shall submit a list of complete set of all tools required for assembly, disassembly and proper maintenance of Spring Loaded Bypass Valves.
- 8.2. Commissioning Spares - It will be the responsibility of the bidder to provide all commissioning spares required for initial operation till satisfactory completion of the trial operation. Commissioning spares shall include minimum one set each of gaskets, packing rings and seals for all valves etc., The vendor shall furnish a list of all spares along with the offer and such list shall be reviewed by BHEL and mutually agreed to.
- 8.3. Mandatory Spare – Bidder shall offer one (1) Spring Loaded Bypass valve as a mandatory spare with set pressure lower of the two valves but should be adjustable to required set pressure range.



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- 8.4. Spare Parts for 3 Years of Operation - Recommended spare parts list for 3 years of operation shall be furnished for each valve. Detailed list of spare parts with position no. shall be furnished in the O&M manual.
- 8.5. Hydro Test Device (If applicable) – Hydraulic testing of the piping will be carried out at site after installation of the valves in pipeline. It should be possible to carry out the hydraulic test of the line with Spring Loaded Bypass Valve in position. Device to be used for this purpose shall be supplied. Offer shall include one no. hydro test device per Spring Loaded Bypass Valve per unit. Arrangement drawing of this device shall be furnished for review.
- 8.6. Valve Seat Cutting & Grinding Machine – Details of in-situ valve seat cutting machine and in-situ site seat grinding machine shall be furnished.
- 8.7. BHEL reserves the right to order any or all of the components / equipment included in the scope of supply.

9. Selection Data:

9.1.	Quantity per Unit	:	2 nos. Tagged FDV-42 & FDV- 43
9.2.	Type	:	Globe Type Spring Loaded Bypass Valve
9.3.	Size of Valve	:	To be decided by bidder based on sizing data.
9.4.	9.4.1. End Connection	:	Butt Welded
	9.4.2. Connecting Pipe Size	:	ID 290 mm x 53 mm Thk.
	9.4.3. Connecting Pipe Material	:	SA 106 GrC
9.5.	Number of Heater banks	:	2 Nos.
9.6.	Pressure drop across each heater bank	:	6.5 kg/cm ² at 1021.3 T/Hr
9.7.	Operating conditions	:	FDV-42: Valve shall pass 1021.3 T/Hr of feed water at 193.1 °C & 334.35 kg/cm ² (a). Set pressure – 7.5 kg/cm ² (g). FDV-43: Valve shall pass 1021.3 T/Hr of feed water at 193.1 °C & 334.35 kg/cm ² (a). Set Pressure – 8.0 kg/cm ² (g).
9.8.	Set Pressure range	:	Each valve shall be adjustable for opening when differential pressure settings are 6.0 kg/cm ² (g) to 9.0 kg/cm ² (g)
9.9.	Design Pressure and Temperature	:	390 kg/cm ² (g) and 200 °C
9.10.	Valve Body Material	:	ASME SA216 WCC
9.11.	Regulatory requirement	:	ASME BPVC 2015 Edition



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10. Inspection and testing:

- 10.1. All Spring Loaded Bypass valves shall be inspected, tested and stamped as per ASME BPVC 2015 Edition (*Not as per IBR*). The valves shall be certified as per BS EN 10204 Type 3.2 by any ASME Authorized Inspection Agency or their subsidiaries.
- 10.2. All raw materials for pressure parts shall be certificated as per ASME BPVC 2015 Edition.
- 10.3. Inspection of raw materials for all components shall be done at supplier works and certified as per BS EN 10204 Type 3.2 by any ASME Authorized Inspection Agency or their subsidiaries.
- 10.4. Welding (Welding procedure & welder qualifications), NDT, Heat treatment, Testing, etc., shall be as per applicable sections of ASME BPVC 2015 Edition.
- 10.5. Material, Mechanical and Chemical tests shall be performed in a manner as specified in the relevant codes.
- 10.6. 100% Blue matching of seats shall be carried out and records shall be maintained for verification by BHEL.
- 10.7. Each Spring Loaded Bypass valve shall undergo Hydrostatic Shell test, Seat test and Set Pressure test as per applicable codes and standards. Test procedure and acceptance criteria shall be submitted for BHEL's / owner's review & approval. The bidder shall guarantee the valves as capable of withstanding such tests and shall repair or replace, at his expenses, any item which fails to pass such tests at site.
- 10.8. Hydrostatic, set pressure and seat leakage tests of all valves shall be witnessed by BHEL/end customer personnel.
- 10.9. "X" value (Height from the valve bonnet top face to Spring adjusting screw's top face required to obtain set pressure) shall be punched on the name plate after the set pressure test is successfully conducted.

11. Edge Preparation:

The required d1 (Matching diameter) for the connecting pipe is 290mm.

Vendor shall use applicable style from the drawings shown below and should match the pipe matching diameter.



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12. Painting Requirements:

- 12.1. **Surface preparation:** SSPC-SP-10/ Blast Cleaning.
- 12.2. **Primer:** Inorganic Ethyl Zinc Silicate Primer, 1x65 microns. (% Zn content in non-volatile portion of paint = 75 minimum; Volume solids is 60% minimum; Grey shade).
- 12.3. **Finish:** Heat Resistance Silicone Aluminium paint, 2x20 microns. (Heat resistance of this paint shall be upto 400 OC and Salt spray (5% NaCl) resistance shall be upto 96 hours)
- 12.4. **No other painting scheme is acceptable.**

13. Packing Requirements:

- 13.1. Each valve shall be drained, cleaned, prepared and suitably protected in such a way so as to minimize the possibility of damage and deterioration during transit and storage.
- 13.2. Valve has to be dispatched in total assembled form and in upright position.
- 13.3. Proper care shall be taken to avoid damage to the painted surface during transit.
- 13.4. Valve Tag Nos. shall be incorporated in all the dispatch documents.
- 13.5. Machined surfaces shall be suitably protected.
- 13.6. Valve ends shall be protected by means of metallic covers/polythene caps/rubber and protectors to prevent damage to ends & also to avoid foreign material entering the valve during transit & storage.
- 13.7. All the valves shall be packed suitably in wooden/steel cases in order to avoid damage during transit and also during storage at site.
- 13.8. The Bidder shall adequately crate, block, anchor and protect equipment as required to prevent damage during overseas shipment and outdoor storage for a period of one (1) year at the site.
- 13.9. All threaded connections shall be plugged or capped with standard pipe plugs or caps.
- 13.10. Spare parts shall be packed separately and clearly marked. Spares shall also be suitably packed for transit and long storage period at site.

14. Document Requirements:

All drawings, documents & literatures shall be in English language and in the Metric measurement system.

The following documents shall form part of offer:

- 14.1. Compliance to the specification.
- 14.2. Documents related to clause 2 of this specification.
- 14.3. If the bid submitted has got any deviation from this technical specification, the bidder shall furnish full particular of such deviations. Deviations are to be furnished with specific mention to clause number. Only such deviations will be discussed and resolved. Reasons / explanation for such deviations shall be furnished. Any other notes / comments viz. "Refer to forwarding letter" etc. is not acceptable.



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- 14.4. Even if there is no deviation from the tender document, the Bidder shall indicate as “no deviations”.
- 14.5. Cross section drawing of the valve for which documents required in clause 2.0 are provided shall be submitted.
- 14.6. Manufacturer’s descriptive and illustrative literature on the type of valve offered.
- 14.7. Technical datasheet of the valve shall be submitted.
- 14.8. Vendor shall submit the list of all the components which are bought from sub-vendors and furnish the make and model of each of the above components along with the offer.
- 14.9. Cross sectional drawing and General arrangement drawing with mounting details and recommended orientation, Bill of Material including quantity, Face to Face & overall dimensions, marking for identification of recommended spare components. Maximum allowable forces and moments on each weld end of the valve shall be indicated in the dimensional drawings of the valves.

Note: Since the parameters included in the specification are FINAL, the dimensional drawings & cross sectional drawings of the valves submitted along with the offer shall be final and the same shall not be subject to revision in the event of order.

- 14.10. Manufacturing Quality Plan (MQP) or Inspection and Testing Plan (ITP) of spring loaded bypass valves shall be submitted for review.

The following documents shall be provided after placement of order:

- 14.11. Valve sizing calculations and Spring design calculations shall be submitted.

Note: The calculations submitted as per 14.11 should show (i) the discharge capacity of the valve at various set pressures and (ii) Differential pressure for valves when starting to open and when fully open.

- 14.12. Testing procedure of the valve for hydrostatic test, seat test and set pressure test indicating the testing standards.
- 14.13. Manufacturing Quality Plan (MQP) or Inspection and Testing Plan (ITP) of spring loaded bypass valves shall be submitted for approval.
- 14.14. Shipment weight and volume details.

The mere approval of documents like drawings, data sheets, Spring sizing calculations, flow calculations, etc., will not however relieve the bidder from meeting our specification requirements, relevant product and testing standard requirements and generally accepted engineering principles. Ultimately, the valves have to perform satisfactorily at the service conditions and at the end user place.

- 14.15. Equipment preservation procedure during shipment, pre-erection storage period & extended storage period.
- 14.16. Operation, Maintenance and erection manual in english consisting of details of valve and catalogues for bought out items - 1 hard copy and 2 soft copies (PDF format only) after placement of order. One copy of detailed O&M manual consisting of, but not limited to, vendor manuals, troubleshooting guide, list of spares packed separately must accompany the shipment.



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- 14.17. All GA drawings, Test Certificates (as per BS EN 10204 Type 3.2) and cross sectional drawings.
- 14.18. Bidder shall submit the list of items procured from sub vendors along with their model number and manufacturer details.
- 14.19. In case of loose supply of components/systems, necessary drawings & instructions for assembly/subassembly shall be provided.
- 14.20. Procedure for removing/ re-lapping the seat & applicable machine/tool detail shall be provided.

15. Break up for supply:

Sl.No	Item Description	Set Pressure	Tag Number	Material Code	Quantity /660MW	Unit Weight
15.1.	Spring Loaded Bypass valve	7.5 kgf/cm ² (g)	FDV-42	974510170000	1 No	Vendor to indicate along with offer
15.2.	Spring Loaded Bypass valve	8.0 kgf/cm ² (g)	FDV-43	974510170001	1 No	-do-
15.3.	Tools - Complete set of all tools required for assembly, disassembly and proper maintenance of Spring Loaded Bypass Valves.	-	-	974510170002	1 set*	-do-
15.4.	Commissioning spares - consisting of all gaskets, packings and any other components which needs to be replaced when a valve is disassembled and assembled	-	-	974510170003	1 set**	-do-
15.5.	Mandatory Spare – Spring Loaded Bypass valve with set pressure 7.5 kgf/cm ² (g)	7.5 kgf/cm ² (g)	-	974510170004	1 No	-do-
15.6.	Valve Hydro test device	-	-		1 No***	-do-

* For Clause 15.3. – 1 (One) set shall consist of complete set of tools required for 1 (one) spring loaded bypass valve.

** For Clause 15.4. - 1 (One) Set shall consist of complete set of commissioning spares required for 2 (two) spring loaded bypass valves.

*** Bidder to quote for one number only (common for two 660 MW units) and this item will not be considered for evaluation of offer.

Signature		
Name	M. Chaitanya Kumar	Mallemala Sujana Vinod
Designation	Senior Engineer	Manager
Date	24 April 2019	24 April 2019
Action	Prepared By	Reviewed & Approved By

ANNEXURE 2A
GENERAL TERMS &
CONDITIONS



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: ENSFV00217

1. QUOTATIONS:

- a. **BID system:** Offers are invited as per the format mentioned in "Confirmation to the Terms and Conditions" attached.
- Two part bid: The offers are invited in Two part bid system (Part I will be Techno-commercial bid and part II will be Price Bid). Techno-commercially suitable vendors alone will be intimated for price bid opening.
 - Single part bid: The offers are invited in Single part bid system (Price Bid alone). The vendor shall confirm to all of BHEL's technical & commercial conditions.

b. **Submission of tender:**

- i. Tender called through e-Procurement mode: The bidder shall submit the bid online in BHEL e-Procurement portal at <https://bhel.abeprocure.com/EPROC/>

~~The bidder would be required to register on the above e-procurement portal for submitting their bids. Offers through mail and Hardecopies are not acceptable.~~

- ii. Tender called through Non-e-Procurement mode: Each offer should be sent in double cover separately and the same should be sealed and super scribed with correct Tender No., item of supply and due date of opening. Two or more quotations should not be sent in one cover. Price Bid should contain only "Price per unit" for each type. Tender should send to the below mentioned address:

The Tender Opening Cell / Valves
Room No. -26, Building -24
Bharat Heavy Electricals Limited
Tiruchirappalli - 620014, Tamil Nadu, India
Or
Email ID: tender_cell@bheltry.co.in

- c. **Late tenders:** Tender received after 2.00 pm on due date will be considered as Late tender. Late tenders will not be considered under any circumstance.
- d. **Regulations:** Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attested. All amounts shall be indicated both in words as well as figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- e. **PVC:** Price Variation clause not acceptable. Prices should be firm.
- f. **Catalogue:** Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation.
- g. **Samples:** Samples should be submitted separately if specially requested in tender before due date of the enquiry. They should be clearly marked with the enquiry No and date on the outside cover to facilitate identification.
- h. **GST Number:** GST registration number, HSN number (Item wise) with applicable taxes should be mentioned in quotation. If the vendor is not GST registered the offer is liable for rejection.
- i. **Deviation.** Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".
- j. **Confirmation:** Confirmation for compliance is to be given in the offer for all the techno commercial conditions specified in the specification.

2. COMMERCIAL TERMS & CONDITIONS:

a. **Terms of Payment:**

For Indigenous Suppliers:

If the materials are receivable at BHEL Stores, Trichy:

Payment term is 100% direct EFT Payment after 60 days from the date of receipt and acceptance of materials. (if PBG is not applicable)

(or)

Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials and against 10% PBG valid for the warranty period. (if PBG is applicable)



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VALVES PURCHASE

Trichy - 620 014, India

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If the materials are receivable at site:

Payment term is 100% direct payment after 60 days from the date of dispatch against site acknowledgement (if PBG is applicable)

(or)

Payment term is 100% direct payment after 60 days from the date of dispatch against site acknowledgement and against 10% PBG valid for the warranty period (if PBG is applicable)

Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

For Import Suppliers: Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.

If supplier insists for LC, only Usance LC with 60 days' credit will be opened one month prior to material readiness. Further loading will be considered @ 1.5% on the offered value. Hence, supplier shall intimate the material readiness accordingly for opening LC. LC validity period will be 90 days and for any extension, applicable charges will be to suppliers account.

Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

For New Suppliers: For new suppliers not registered with BHEL, Trichy for the product, payment shall be made 60 days after receipt and acceptance of materials.

In case of foreign supplier, first lot of mutually agreed quantities shall be supplied with payment as CAD basis after 60 days from the date of receipt and acceptance of material. If insisted for LC after acceptance of first lot, only usance LC with 60 days' credit will be opened one month prior to material readiness.

- b. Liquidated Damage:** Liquidated damages shall be 0.5% of the total order value or part thereof subject to a maximum of 10% of the total order value. For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.

Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value)

Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.

c. Delivery Terms:

For Indigenous Suppliers: FOR BHEL Trichy inclusive of freight and insurance

For import Supplies: CFR/CIF Chennai seaport as per incoterm 2010

- d. Validity of Offer:** Prices should be fixed and should be valid for period as mentioned in the "Confirmation to the Terms and Conditions" attached.
- e. Delivery period:** Delivery schedule will be as mentioned in the "Confirmation to the Terms and Conditions" attached. If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay.
- f. Risk Purchase:** The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of seller either the whole of goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases in addition to penalty at the rate mentioned in clause 2 b above. Non acceptance to risk purchase clause the offer is liable for rejection.
- g. Guarantee Clause:** The vendor shall give a guarantee for the performance of his supplies for a period of **eighteen months** from the date of dispatch or **twelve months** from the date of commissioning whichever is earlier.
- h. Miscellaneous:** Any conditions which might have been quoted by the seller and are in contravention to the terms of PO and which have not been specifically accepted by Purchaser will not be applicable to the contract/PO.
- i. Performance Bank Guarantee:** If tender Calls for Performance Bank Guarantee, vendor should provide a performance bank guarantee (PBG) in BHEL format for 10% of the total Purchase order value valid for warranty/guarantee period with an additional claim period of 2 months. PBG should be issued from list of consortium banks.



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- j. ~~Counter Offering:~~ If counter offering is applicable for the enquiry, the L1 rates will be counter-offered to other eligible vendors as per below points
- ~~▪ In case there are only two qualified offers for any item, the L1 rate will be counter-offered to the L2 vendor.~~
 - ~~▪ In case of more than two qualified offers for any item, the L1 rates will be counter-offered to maximum (n-1) vendors (where 'n' is the no. of techno-commercially qualified vendors) or the no. of vendors required as per the split ratio specified in the "Confirmation to the Terms and Conditions" attached, whichever is lower.~~
 - ~~▪ In case a lower ranked vendor does not accept the counter-offered rates, the rates may be offered to next higher ranked vendor.~~
 - ~~▪ The manner of splitting of the enquiry quantity across L1 and counter-offer accepted vendors will be as per the ratios mentioned in the "Confirmation to the Terms and Conditions" attached.~~

3. COMPLIANCE / ACCEPTANCE REQUIRED FOR FOLLOWING POINTS TO ENSURE INPUT TAX CREDIT

- a. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- b. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- c. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- d. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- e. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
- f. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty (if any) will be deducted/recovered for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

4. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE):

- a. 25% of the tendered quantity is earmarked for MSE suppliers in this tender.
- b. Out of the 25% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs and 3% shall be earmarked for procurement from MSE owned by women entrepreneurs.
- c. In case MSE vendor participating in the tender quotes within the price band of LI +15%, they will be allowed to supply the portion of the requirement subject to acceptance of LI price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
- d. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.
- e. Payment for MSE vendors will be as per MSMED Act, 2006.



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5. GENERAL CONDITIONS

- a. The manner of finalization will be as mentioned in the "Confirmation to the Terms and Conditions" attached. Separate orders will be released for each project and documents should be supplied for each order separately.
- b. BHEL reserves the right to increase or reduce the Tender Quantity and to NOT to order for some or all material based on the changes in project.
- c. BHEL shall have the right to visit vendor works during the execution of contract along with end customer for verifying status, inspection and testing of the material.
- d. BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.
- e. Supplier shall arrange packing to avoid lose or damages during Road Transport, Site handling & Storage.
- f. BHEL reserves the right to finalize the tender either through price bid opening or through Reverse Auction route.
- g. BHEL reserves the right to reject the offer of a particular bidder due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- h. The Drawings and Technical documents given in this enquiry are the sole property of BHEL. This should not be misused in any form.
- i. Purchase Order, PO Item serial number, Material code, Quantity should be clearly marked on the packing
- j. Confirmation for compliance is to be given in the offer for all the conditions specified above and to the respective Purchase Specification.
- k. If any supplier is not honouring their own quotation or any of its conditions within the validity period, the action will be taken against those suppliers in line with "Guidelines for suspension of business dealings with suppliers/contractors" (refer www.bhel.com)
- l. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

6. DOCUMENTATION:

- a. **With Consignment:** Duplicate for transporter copy, Original Invoice, Packing List, Delivery Challan, O&M manual (if applicable) Material Test Certificate, Test Certificates, Compliance Certificate, Guarantee/Warranty Certificate and other documents mentioned in PO/TDC/Drawing.
- b. **To Purchase:**
 - i. FOR BHEL TRICHY case- Original Invoice, Duplicate for transporter copy, Packing list, LWB and Delivery challan, GST declaration as mentioned in point 3 c.
 - ii. FOR Site case- Original Invoice, Original LWB, Original Packing List, Original IBR documents, Original despatch clearance Certificate and Inspection report, Test certificates as per PO, Original Site Acknowledgment etc.
- c. **Identification:** Material code, Purchase Order, PO item serial number, Unique serial number if any should be provided in all despatch documents, materials and packing clearly.

7. TENDER EVALUATION:

- a. PART I Techno-commercial Bid.
 - i. All vendors should submit General arrangement drawing, datasheet and C&I diagram (if any) of the offered product
 - ii. Point by point technical confirmation of all pages of our technical specifications and commercial conditions are required with your sign and seal along with techno commercial Offer.
 - iii. Offers from supplier not having technical capability or not agreed for commercial terms, will be rejected.
- b. PART II Price Bid.
 - i. Bidders qualified for both part I will be intimated for participating in priced bid opening/Reverse Auction.
 - ii. L1 bidder will be decided based on landed cost for the equipment to BHEL.
 - iii. For evaluation, the exchange rate shall be taken as TT selling rate of SBI on date of Part-1 bid opening.
 - iv. For tenders evaluated item sl. no. wise, in case there are multiple L1 offers for any item, the enquiry quantity for that item will be divided equally to all the L1 vendors.



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8. INTEGRITY PACT (IP)

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

Sl	IEM	Address	Email
1	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164 Arera Colony Bhopal- 462016 (M.P.)	dilip.chaudhary@icloud.com
2	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-423, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi-110068	pravin.tripathi@gmail.com

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

Note:

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

(1)
S Sivabala
Sr. Engineer
Valves Purchase
24 Building, 3rd Floor,
BHEL, Trichy-620014
+91 431 2577096
sivabala@bhel.in

(2)
K Raghunathan
Sr. Manager
Valves Purchase
24 Building, 3rd Floor,
BHEL, Trichy-620014
+91 431 2577412
kraghu@bhel.in

ANNEXURE 2B
CONFIRMATION TO TERMS
& CONDITIONS



BHARAT HEAVY ELECTRICALS LTD

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CONFIRMATION TO TERMS AND CONDITIONS

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<u>TERMS & CONDITION</u>	<u>VENDOR CONFIRMATION</u>
a. Vendor should give confirmation to BHEL's Technical Specification. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation".	
b. The offer has to be submitted as a Two-part bid (Techno-commercial & Price bid). The bids should strictly as per the formats enclosed. Offers which are NOT as per prescribed format will be rejected.	
c. The tender will be finalized on package basis	
d. Terms of Payment: <u>Import Supplier:</u> Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	
e. Liquidated Damage: Liquidated damages shall be 0.5% of the total order value or part thereof subject to a maximum of 10% of the total order value.	
f. Delivery Terms: Prices shall be quoted on " FIRM PRICE " basis only. <u>For import Supplies:</u> CFR/CIF Bangladesh Sea Port as per incoterm 2010	
g. Validity of Offer: Prices should be valid for 120 days from the date of part-1 bid opening of this tender.	
h. Delivery period: Delivery period should be 24 weeks from the date of purchase order. If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay.	
i. Risk Purchase: The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of seller either the whole of goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. Supplier shall be liable for any loss which the purchaser may sustain by reason for such risk purchases. Non acceptance to risk purchase clause the offer is liable for rejection.	
j. Guarantee Clause: The vendor shall give a guarantee for the performance of his supplies for a period of twenty-four months from the date of dispatch or eighteen months from the date of commissioning whichever is earlier.	
k. Performance Bank Guarantee: Vendor should provide a performance bank guarantee (PBG), in BHEL format, for 10% of the total purchase order value, valid for warranty/guarantee period, with an additional claim period of 2 months. PBG should be issued from list of consortium banks.	
l. Documentation requirements: All documents as indicated in clauses 14.1 to 14.10 of SPEC:SP:001 Rev: 02 have been attached along with offer.	

ANNEXURE 2C
UNPRICED BID FORMAT

FORMAT FOR SUBMISSION OF UNPRICED BID
(Unpriced Bid should strictly as per below format ONLY)

BHEL's enquiry ref:	ENSFV00217
Enquiry date:	24-04-2019
Project:	Maitree 2x660 MW

Vendor name:	
Vendor's offer ref:	
Offer date:	

Section A: Prices of Full Valve Assembly

- Prices for valves should have to be valid for 120 days from the date of part-1 bid opening

Item wise rates

Sl. No.	Material Code	Material Description	Qty	UOM	Quoted/ Not Quoted
10	974510170000	SPRING LOADED BYPASS VALVE	2	NO	Quoted/ Not Quoted
20	974510170001	SPRING LOADED BYPASS VALVE	2	NO	Quoted/ Not Quoted
30	974510170002	SPECIAL TOOLS AND TACKLES - SLBV	2	SET	Quoted/ Not Quoted
40	974510170003	COMMISSIONING SPARES - SLBV	2	SET	Quoted/ Not Quoted
50	974510170004	MAND.SPARE.SPRING LOADED BYPASS VALVE	2	NO	Quoted/ Not Quoted

Other charges (only if applicable)

Type of charge	Quoted/ Not Quoted
Packing Charges	Quoted/ Not Quoted
Inspection/Documentation Charges	Quoted/ Not Quoted
CFR Charges	Quoted/ Not Quoted
Any Other Charges (please specify)	Quoted/ Not Quoted

Consignment package details (approximate details will suffice)

Net weight of the final packed consignment		Kgs
Dimensions of the consignment		L(mm) x B(mm) x H(mm)

Note:

- The prices for items/components that are to be supplied by the vendor's Indian office or counter-part, shall be quoted separately. The prices for such items/components should be in INR only.
- The prices for services/support that are to be rendered by the vendor's Indian office or counter-part, shall be quoted separately. The prices for such services/support should be in INR only.

Signature & Seal of Vendor

ANNEXURE 2D
PRICED BID FORMAT

FORMAT FOR SUBMISSION OF PRICED BID

(Priced Bid should strictly as per below format ONLY)

BHEL's enquiry ref:	ENSFV00217
Enquiry date:	24-04-2019
Project:	Maitree 2x660 MW

Vendor name:	
Vendor's offer ref:	
Offer date:	

Section A: Prices of Full Valve Assembly

- Prices for valves should have to be valid for 120 days from the date of part-1 bid opening

Item wise rates

Sl. No.	Material Code	Material Description	Qty (a)	UOM	Unit Price (b)	Item price (a x b)	Currency
10	974510170000	SPRING LOADED BYPASS VALVE	2	NO		0.00	
20	974510170001	SPRING LOADED BYPASS VALVE	2	NO		0.00	
30	974510170002	SPECIAL TOOLS AND TACKLES - SLBV	2	SET		0.00	
40	974510170003	COMMISSIONING SPARES - SLBV	2	SET		0.00	
50	974510170004	MAND.SPARE.SPRING LOADED BYPASS VALVE	2	NO		0.00	
SUB TOTAL (i)						0.00	

Other charges (only if applicable)

Type of charge	Rate	Currency
Packing Charges		
Inspection/Documentation Charges		
CFR Charges		
Any Other Charges (please specify)		
SUB TOTAL (ii)		0.00

TOTAL COST - SUPPLY PORTION (i + ii)	0.00
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Note:

- The prices for items/components that are to be supplied by the vendor's Indian office or counter-part, shall be quoted separately. The prices for such items/components should be in INR only.
- The prices for services/support that are to be rendered by the vendor's Indian office or counter-part, shall be quoted separately. The prices for such services/support should be in INR only.

Signature & Seal of Vendor

ANNEXURE 2E
SCHEDULE OF DEVIATIONS
FORMAT

SCHEDULE OF DEVIATIONS

Enq Ref:

Offer Ref:

Date:

Commercial Deviation:

Annexure / Clause No.	Description	Supplier Deviation

Technical Deviation:

Annexure / Clause No.	Description	Supplier Deviation

We confirm acceptance of all the Technical and Commercial requirements as per BHEL Tender, except the above deviations.

Signature with Seal

ANNEXURE 3A

PRICE BANK GUARANTEE

FORMAT

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We.....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....⁶

- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date)⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

ANNEXURE 3B
LIST OF CONSORTIUM
BANKS

List of Consortium Banks *			
	Nationalised Banks		Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign banks
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

* wef 22.03.2016