



OPEN TENDER

1. Sealed tender with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.

S. No.	Tender No.	Item Description	Total Requirements	Last date to get from BHEL	Opening date
1.	B/4066/2015/1133V2	Jacking oil pump with AC motor var. 10, Bed Plate Type-AA, Q=1.7 L/Sec P=175 Bar As per BHEL Specification No. ST39003 Rev. 13	04 Nos.	1 day before opening date	10-Aug - 2017
		Jacking oil pump with DC motor var. 10, Bed Plate Type-AA, Q=1.7 L/Sec P=175 Bar as per BHEL Specification No. ST39007 Rev. 12	04 Nos.		
		Jacking Oil Pump without motor, coupling & bed plate var. 10, Q=1.7 L/Sec P=175 Bar as per BHEL Specification No. 4-11919-BOI-01	02 Nos.		
		DC Motor Suitable for Jacking Oil Pump var. 10 as per BHEL Specification No. ST39007 Rev. 12	02 Nos.		

1. Tenders will be received up to 13:45 Hrs. (IST) on opening date and opened on the same day at 14:00 Hrs. (IST) in the Tender Room.
2. Interested suppliers must submit their offer along with the following Earnest Money Deposit (EMD). The EMD should be submitted in the form of **demand draft/ Pay Order/ cash** (as permissible under income tax act). In case of foreign bidders, E- payment is also acceptable. The RTGS details may be obtained from BHEL.

Tender Fee: Nil

EMD: Rs.2,00,000/- (Rs. Two Lacs or equivalent foreign currency)

Draft shall be **drawn in favor of "BHEL Hardwar"**.

3. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.
4. Other terms and conditions will be as per tender documents.
5. The offer of the vendors who are banned/ De-Listed/ Under Hold by BHEL, shall not be considered till the period of their Ban/ De-list/ Hold.
6. BHEL-HEEP registered vendors (i.e. PMD vendors) are exempted from submission of EMD of related PMD items.
7. Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.
8. All above said technical specifications (i.e. **ST39003 Rev. 13, ST39007 Rev. 12 & 4-11919-BOI-01**) of Jacking Oil Pump would be given only after exchange of ink signed non-disclosure agreements (NDA) with BHEL. NDA format enclosed with enquiry. The delay in submission of offer due to not submitting NDA will be to supplier account. BHEL will not responsible for the same. You may contact to Sh. Sudarshan Ram / AGM (PPX-BOI) (email: sram@bhelhwr.co.in; Phone No. 01334284269) and Gaurav Tomar / Sr. Engineer (PPX-BOI) (email: gauravt@bhelhwr.co.in; Phone No. 01334281685) for any query regarding tender.

For any further details please log on to www.bhel.com or www.tenders.gov.in or www.bhelhwr.co.in

Sudarshan Ram
AGM (PPX-BOI)



BHEL Enquiry No. : BOI/OT/17-18/JOP/02

Date of issue : 20.07.2017

Due Date/ opening date: 10.08.2017.

M/s.....

Sub: Tender Enquiry No. B/4066/2015/1133V2

Dear Sir,

BHEL is pleased to invite your offer in **TWO PARTS** strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned equipment / systems.

S. N.	Material Code	Total Requirements/ Projects		Item Description	Delivery Required	EMD (Earnest Money Deposit)
1.	W90311919405	Bhadradri U-1,2,3,4 & Mandatory spares requirements	04 Nos.	Jacking oil pump with AC motor var. 10, Bed Plate Type-AA, Q=1.7 L/Sec P=175 Bar As per BHEL Specification No. ST39003 Rev. 13	31.10.2017. for U-1&2 and 31.12.2017. for U-3&4	Rs. 2,00,000/- (Rs. Two Lacs or equivalent foreign currency)
2.	W90311919413		04 Nos.	Jacking oil pump with DC motor var. 10, Bed Plate Type-AA, Q=1.7 L/Sec P=175 Bar as per BHEL Specification No. ST39007 Rev. 12	31.10.2017. for U-1&2 and 31.12.2017. for U-3&4	
3.	W90311919391		02 Nos.	Jacking Oil Pump without motor, coupling & bed plate var. 10, Q=1.7 L/Sec P=175 Bar as per BHEL Specification No. 4-11919-BOI-01	20.09.2017. for both numbers	
4.	W99318101490		02 Nos.	DC Motor Suitable for Jacking Oil Pump var. 10 as per BHEL Specification No. ST39007 Rev. 12	At the earliest	
		Total Qty.	12 Nos.			

Please submit your lowest quotation / offer for the above requirements subject to our terms and conditions. Your offer should be reached to us on or before the due date by 13:45 Hrs. (IST).

NOTE: The vendor should submit their best prices at this stage itself and they will not be allowed to revise their prices. Any revision / discount given by vendor subsequently will be ignored.

“Any clarification on technical specifications can be obtained from BHEL before tender opening. Suppliers are welcome to have pre-bid meeting with BHEL for better understanding of our requirements”.

Part-I i.e. PQR and technical offer shall be opened of those vendors **ONLY AFTER ENSURING AVAILABILITY OF EMD (PLEASE SUBMIT DRAFT FOR EMD {drawn in favor of BHEL, Haridwar} IN ENVELOPE SUPERSCRIBED WITH BOLD LETTERS “EMD”)** at 14:00 Hrs. (IST) on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring enquiry specific authority letter from their principals for attending the bid opening.

As per government guidelines, MSE suppliers are exempted for submission of EMD.

All Central/State – PSUs/ Government departments are exempted from submission of EMD.



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

Based on above clause, the credentials of all MSE Suppliers will be reviewed for giving the intended benefits for MSE suppliers at the time of tender evaluation.

"Evaluation of tender shall be done taking together all material codes from single source on total landed cost to BHEL basis".

The Offers of those vendors, which would not meet our PQR requirements, would be rejected by BHEL.

KINDLY READ "INSTRUCTIONS TO BIDDERS" **THOROUGHLY**. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

If after tender opening, It is found that:-

- **The bidder has not submitted the requisite EMD.**
- **The bidder has claimed to be an MSME vendor but no supporting documents have been submitted in this regards.**

In both the above cases, the offer of the bidder shall be straightaway rejected and no correspondence from the bidder in this regard shall be entertained.

1. Tender specific additional terms & Conditions and GISTC Rev. 01 is attached herewith. Please confirm each clause and submit duly ink signed and stamped additional terms & conditions and GISTC Rev. 01 along with your valuable offer.
2. You may download all original documents from website by **09.08.2017. (5:00PM; IST)**.
3. Please submit your complete offer by **10.08.2017. (01:45 PM; IST)** to our tender cell. Please note that late offer will not be considered.
4. Offers against our enquiry will be opened on **10.08.2017. (02:00PM; IST)**.

Address for Submission of Offer:

**To,
The Head of Materials Management,
Heavy Electrical Equipment plant,
Haridwar-249403, Uttarakhand, India**

Please submit your complete offer on given address within due date & time mentioned above and as per other details given in original tender documents.

For & ON BEHALF OF BHEL, HARDWAR

**Sudarshan Ram
AGM (PPX-BOI)**



Clause 1.0:

The tenders shall be submitted in two parts (**Part I** consisting of Techno-Commercial Bid, quality plan, replica of price bid & pre-qualification requirements and **Part II** Original Price Bid) as described below on or before the due date.

- **The Quotation should be from the Principal / Original Manufacturer, even if it is submitted through their authorized agents, failing which the quotation is likely to be ignored.**
- **Any corrections / amendments shall be properly & fully authenticated with signature.**

BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals / companies – representative / adviser / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockiest not registered specifically etc. are agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

The bidders (originals manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. Bids without ink signed will be out rightly rejected.

The suppliers or their authorized person may be allowed to attend the tender opening, duly authorized by their principals, through an enquiry specific authorization letter on that particular day. General authorization letter is not acceptable.

Clause 1.1:

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

- a) Pre-Qualification Requirements (**as defined in Annexure-A**)
- b) Complete Technical offer with relevant drawings/ datasheets/documents /QP etc. (**as Per Special Instructions mentioned in Annexure-B**).
- c) Catalogue of the Equipment (If applicable)
- d) Duly Filled in "Additional Terms & Conditions and GISTC Rev. 01 of the Two Parts Tender" (**as per Annexure-C**).
- e) Deviation if any with reference to specification to be laid down on separate sheet. Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses then same will be considered for final evaluation.
- f) Replica of Price Bid/ Price sheet (without Prices).
- g) The rating of the company quoting for this tender from a third party (independent agency) preferably by DUN & BRADSTREET should be submitted (D&B NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years** in absence of D&B / third agency report.
- h) **Supplier Registration Form:** The Supplier Registration Form (SRF) duly filled will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. The SRF is enclosed for your reference. This form may also be downloaded from www.bhelhwr.co.in or www.bhel.com



Note:

1. Suppliers who are already registered at HEEP, BHEL, Haridwar in the PMD (product material directory) for this item are exempted for submitting the Supplier registration form.
2. Please note that all details required in supplier registration form to be filled and submitted on online supplier registration portal on www.bhel.com along with complete documents.
3. Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.

Clause 1.2: PART-II (PRICE BID)

The price Bid (with prices) for the complete scope as specified above shall be submitted.

a) Foreign Suppliers: Dispatching Port & Country of dispatch is to be mentioned clearly. The Prices are to be quoted on both FOB/FCA & CFR Mumbai basis. The offer of the bidder not quoting CFR (Mumbai) Charges will be loaded by the maximum shipment charges, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry/freight rate available with BHEL.

b) Indigenous suppliers: The Prices are to be quoted on Ex-Works with freight pre-paid up to destination basis. The goods can be dispatched through any Bank approved Transporter having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are hosted on our website www.bhelhwr.co.in. The offer of the bidder not quoting on Freight Pre-paid up to destination basis will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL.

c) Transit Insurance shall be taken care of by BHEL. Please quote accordingly.

d) Applicable GST, IGST and any other statutory levy should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of all taxes & duties.

e) The price comparison will be on the basis of total landed cost to BHEL involved for delivery up to final project site. Import offers shall be loaded for applicable custom duties for the project & freight element/ other charges involved for delivery up to Project Site as per BHEL's transport contract.

f) The Part-II (Price Bid) along with supplementary price bid (if called for by BHEL) will be opened at a later date of only those bidders whose **Part-I bid (i.e. PQR and Techno-commercial bid)** is found suitable by BHEL. **BHEL reserves the right to evaluate vendor's process capability / quality systems etc. by visiting vendor works (if required).**

Clause 1.3:

The following shall be super-scribed on the envelopes:

1. **PART-I (a):** Documents required in Pre-Qualification Requirements (as defined in Annexure-A) shall be submitted in this part.

Superscription on envelope:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. "PRE-QUALIFICATION REQUIREMENTS"

2. **PART-I (b):**

The following shall be submitted in this part:

- Complete Technical offer with relevant drawings/ documents /QP (As defined in Annexure B)
- Catalogue (if required)
- Deviation sheet (if there is any deviation with respect to our specification)



BHARAT HEAVY ELECTRICALS LIMITED
HEEP, HARIDWAR-249403 (Uttarakhand)
Fax: 01334-226084/226462, Phone: 284269/281685
E-mail: sram@bhelhwr.co.in

- Replica of price bid/ Price sheet (without mentioning the actual prices)
- Filled Terms and conditions of two parts tender (foreign or indigenous, whichever applicable, As defined in Annexure C)

Note:

1. Vendors who are already registered at HEEP, BHEL, Haridwar in the PMD (Product Material Directory) for this item are exempted for submitting the Supplier Registration Form.
2. Please note that all details required in supplier registration form to be filled and submitted on online supplier registration portal on www.bhel.com along with complete documents.

Superscription on envelope:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. **"TECHNO-COMMERCIAL BID"**

3. PART-I (c): EMD shall be submitted in this part

Superscription on envelope:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. **"EMD"**

4. PART-II: price bid & cost of deviation (if any) shall be submitted in this part

Superscription on envelope:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. **"PRICE BID"**

Clause 1.4:

The Part-I (1 (a), 1 (b) & 1(c) & Part-II bids shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelope duly sealed and super scribed as:

"TENDER FOR (ITEM NAME) AGAINST TENDER NO. ----- DUE ON -----CONTAINING PART-I & PART-II. Vendor's full name and address should be clearly mentioned on the envelope.

Clause 1.5:

Envelopes not marked as above are liable to be ignored and will not be opened.

Clause No. 1.6: As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot 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)

Thanking You,
Yours faithfully,

For & on behalf of BHEL, Hardwar.

Sudarshan Ram / AGM (PPX-BOI)



Pre-qualification requirements

A. Brief Introduction about the equipment:-

Jacking oil pump (JOP) with AC & DC motors are positive displacement pump-motor set and are used for supply of jacking oil (ISO VG 46) to steam Turbines of 210MW / 250MW / 270MW / 300MW / 500MW / 600MW rating.

The scope of supply shall include complete pump motor assembly along with coupling, pump base plate, flanges, gaskets, counter flanges, fasteners, suction pipe & discharge pipe and cable glands.

B. Acceptance Criterion for vendor:-

1. Vendor/ its principal should have experience of engineering, manufacturing, testing and supply of at least two positive displacement pumps (screw or vane type) with AC/DC motor after 2012 satisfying all of the following criteria:-
 - a. Pump is of Screw or Vane type. No other type is acceptable.
 - b. Flow rate of pump ≥ 1.7 LPS with Discharge Pressure of pump ≥ 170 bar.
 - c. Where pump is used to supply oil to Steam Turbine/ Gas Turbine for lifting the rotors.
 - d. Where rating of power plant is > 200 MW
 - e. Where document as per Clause C below are submitted.
2. Vendor should have commissioned the pump set with AC motor of 415V-AC, (+/-10%), 50Hz (+/-5%) with starting current limited to 600% + (tolerances) as per IS: 12615-2011/ IEC 60034 and supplied for at least one executed P.O.
3. Vendor or their sub vendor should have commissioned the above pump set with DC motor of 220V-DC (-15%, +10%) feeder supply with multiple step starting resistance for limiting the starting current of DC motor.
4. The "**Starting resistance box**" of suitable design meeting the multiple step starting requirement of DC motor when coupled with Pump & "**Field Trimmer Resistances**" shall be supplied along with DC motor and vendor should have commissioning experience for at least one executed P.O. Vendor to furnish the copy of PO in support of the point 2 above.
5. Vendor should have detailed "**Motor Data Sheets**" with GA drawings of Motor, "**Starting Resistance Box**" & motor JB (Junction box), Motor characteristic curves, Wiring diagrams..etc. The same shall be furnished of any executed project.
6. Vendor should have "**Type Test reports**" for AC & DC motors which should not be older than 10 years. The same shall be furnished of any executed project.
7. The double compression type cable glands and suitable Lugs to be supplied along with motor terminal box suiting to power cable sizes (in BHEL/Customer scope) which shall be specified during detailed engineering.
8. AC and DC motors shall be sourced from internationally reputed suppliers.

C. Submission of documents conforming to Clause B:-

- a. Vendor to furnish copy of Purchase Order of any one project.
- b. Vendor to furnish customer approved / end user certified copy of General Arrangement drawing/ cross-sectional drg. /characteristic curves /technical datasheet of any one project.
- c. Vendor to furnish end user certificate (EUC) for any one project containing following information:-
 1. Type of Pump: Vane type or Screw type Lifting Oil pump
 2. Name and Address of Plant
 3. Discharge Pressure of Pump and Flow rate:
 4. Type of Power Plant: Steam Turbine/ Gas Turbine
 5. Rating of Power Plant:



EUC shall on the letterhead of owner of plant and shall be original ink signed by an authority not less than manager rank. EUC shall contain details of signing authority such as Name, designation, contact number, email address etc.

Exemption from Submission of documents:

Vendors, who have supplied positive displacement pumps (screw or vane type) Pumps to BHEL (any unit) satisfying criteria in Clause B are exempted from submission of documents provided, they furnish BHEL with PO no's of supply (to BHEL).

TABLE-1: TO BE SUBMITTED, FILLED BY VENDORS ALONGWITH OFFER.

Sl No.	Description	Example field		
1.	Pump type	Screw		
2.	Flow rate (LPS)	2.1		
3.	Discharge Pressure (bar)	200		
4.	Type of Power Plant	Steam Turbine/ Gas Turbine		
5.	Rating of Power Plant (MW)	300		
6.	Application of Pump	Lifting of Turbine Rotors.		
7.	End Customer Name	ABC		
8.	Project name	XYZ		
9.	Purchase Order No.			
10.	Contact details, Telephone no's & Email id of End user			

- D. BHEL reserves the right to ask for more information/documents/clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document/information/ clarifications as mentioned above or vendor doesn't meet the acceptance criteria as mentioned above.
- E. In case of information/data furnished by the vendor found false/incorrect, BHEL reserves the right to reject their offer for the above items and take legal action.



SPECIAL INSTRUCTIONS

A) GENERAL REQUIREMENTS

1. The material is to be delivered to **Bhadradi (U-1,2,3,4 & mandatory spares) project** site directly from supplier works. Quotation shall be submitted accordingly.
2. The offer shall be submitted in-line with the Technical specification nos. **ST39003 Rev. 13, ST39007 Rev.12 and 4-11919-BOI-01**. (To be provided against exchange of ink signed NDA by vendors to BHEL).
3. Duly filled and ink signed, stamped "**Additional Terms and Conditions & GISTC Rev. 01 of the Two Parts Tender**" are to be necessarily submitted along with the offer.
4. **Please note that all details required in supplier registration form to be filled and submitted on online supplier registration portal on www.bhel.com along with complete documents.**
5. **Supervision during erection & commissioning:** Supervision of vendor required during erection & commissioning of equipment. Please quoted your offer considering **1 day per pump during erection & 1 day per pump during commissioning**. Please quote your valuable offer accordingly.

B) QUALITY REQUIREMENTS:-

1) For Indigenous Suppliers:-

- a) Submit quality plan in enclosed QP format for BHEL review and approval.
- b) Inspection of material would be done by BHEL nominated inspection agency "**M/s TUV**" as per BHEL approved QP.
- c) At least 15 days advance time should be provided to BHEL nominated third party inspection agency for carry out pre-inspection of material at your works w.r.t. PO delivery date. Any delay in this regards will be to supplier account.

2) For Foreign Suppliers:

- a) Submit quality plan in enclosed QP format for BHEL review and approval.
- b) Inspection of material would be done by BHEL nominated inspection agency (M/s LRS/TUV/BV) as per BHEL approved QP.
- c) "Charges for above mentioned third party inspection agency will be to vendor scope. Please quote your valuable offer inclusive of third party inspection charges for foreign scope of inspection. In case, nothing is mentioned in your offer then your valuable offer will be evaluated considering inclusive inspection charges".

Kindly ensure the timely submission of your offer (latest by 13:45 Hrs. IST on the due date) and note that Late Offers shall not be entertained under any circumstances.

**Sudarshan Ram
AGM (PPX-BOI)**



THE ADDITIONAL GENERAL MANAGER (PPX-BOI)
BHARAT HEAVY ELECTRICALS LIMITED,
Heavy Electrical Equipment Plant
Ranipur, Haridwar – 249403 (UK), India

Tender Enquiry No. B/4066/2015/1133V2 for the requirements of Jacking Oil Pump with AC motor, DC with motor, bare Pump and DC Motor only for Bhadradi U-1,2,3,4& mandatory spares requirements.

The all commercial / tender documents uploaded along with this Open Tender are as mentioned below. In case of non-receipt or non-clarity of any of these documents, you may contact undersigned. No Financial Implication on account of non-availability of documents would be entertained after opening of Techno-Commercial Offers (i.e. Part - I).

Note:

All technical specifications (i.e. ST39003 Rev. 13, ST39007 Rev. 12 & 4-11919-BOI-01) of Jacking Oil Pump would be given only after exchange of ink signed non-disclosure agreements (NDA) with BHEL. NDA format enclosed with enquiry. The delay in submission of offer due to not submitting NDA will be to supplier account. BHEL will not responsible for the same. You may contact to Sh. Sudarshan Ram / AGM (PPX-BOI) (email: sram@bhelhwr.co.in; Phone No. 01334284269) and Gaurav Tomar / Sr. Engineer (PPX-BOI) (email: gauravt@bhelhwr.co.in; Phone No. 01334281685) for any query regarding tender.

LIST OF ENCLOSURES

<u>Commercial Documents</u>		
	<u>Document No.</u>	<u>Number of pages</u>
1.	ENQ. NUMBER B/4066/2015/1133V2	03
2.	INSTRUCTION TO BIDDERS	03
3.	MSE SUPPLIER CERTIFICATE/ Annexure-I	01
4.	PRE-QUALIFICATION REQUIREMENTS/ Annexure -A	02
5.	SPECIAL INSTRUCTIONS / Annexure B	01
6.	TERMS AND CONDITIONS OF TENDER ENQUIRY (foreign supplier)	05
7.	TERMS AND CONDITIONS OF TENDER ENQUIRY (Indian supplier)	05
8.	QUALITY PLAN FORMAT	01
9.	GISTC Rev. 01 (Foreign Bidders)	10
10.	GISTC Rev. 01 (Indian Bidders)	08
11.	NDA Format	10
	TOTAL PAGES	49

Gaurav Tomar
Email Id: gauravt@bhelhwr.co.in
Sr. Engineer (PPX-BOI)
01334-281685

Sudarshan Ram
Email Id: sram@bhelhwr.co.in
AGM (PPX-BOI)
01334-284269

Certificate by Chartered Accountant on letter head

This is to Certify that M/s
 (hereinafter referred to as 'company') having its registered office at.....is
 registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)
dtd:.....,

Category :.....(Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as
 on dateas per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006:

Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006:

Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs..... Lacs for
micro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is
 (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

Tender Enquiry No. B/4066/2015/1133V2 for the requirement of Jacking Oil Pump (with AC, DC Motor, Bare Pump & DC Motor only)

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

You are requested to kindly confirm the following commercial terms and conditions. Duly filled, ink signed and stamped copy of this is to be submitted by you along with your offer.

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

S. N.	Terms	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions:	Please confirm the each clause of following documents:- 1. General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC Rev. 01): 2. Additional terms & conditions of tender enquiry. Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents. Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.	
2.	Documents Checklist:	Kindly confirm that the following documents have been submitted along with your offer: 1. Requisite EMD 2. Pre-Qualification Requirements (as defined in Annexure-A). 3. Complete Technical offer with relevant drawings/ documents /QP etc. (as per special instructions mentioned in Annexure-B). 4. Experience Details 5. Any other document as specified in "Instructions to Bidders". 6. Please note that all details required in supplier registration form to be filled and submitted on online supplier registration portal on www.bhel.com along with complete documents.	
3.	Special Instruction:	Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.	
4.	Basis of Quotation:	Kindly confirm that the prices have been quoted on freight pre-paid up to destination basis. The goods can be dispatched through any Bank approved transporters having their branch at Hardwar. 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 payable by BHEL. Kindly confirm.	
5.	Validity:	Confirm that your offer shall be valid for 180 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.	
6.	Insurance:	The Transit Insurance will be arranged by BHEL. Pl. send your offer keeping this in view.	

Tender Enquiry No. B/4066/2015/1133V2 for the requirement of Jacking Oil Pump (with AC, DC Motor, Bare Pump & DC Motor only)

7.	Bank Charges:	Kindly Confirm that Bank Charges shall be either side.	
8.	Technical requirements:	1. Please quote your valuable offer as per BHEL Specification No. ST 39003 Rev. 13, ST39007 Rev. 12 and 4-11919-BOI-01.	
		2. All technical requirement given in BHEL Specification No. ST 39003 Rev. 13, ST39007 Rev. 12 and 4-11919-BOI-01. shall be adhered to.	
		Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.	
9.	Supervision during erection & commissioning	Supervision during erection and commissioning of equipment shall be carried out by vendor at site. Kindly confirm and quote accordingly.	
		Please quote supervision charges separately considering 1 days per pump during erection and 1 day per pump during commissioning. Supervision charges would be inclusive of all (i.e. one man-days charges during erection & commissioning, Fooding, Boarding, Lodging, to & fro, traveling.....etc.).	
		Pls. note that during erection & commissioning, checklist is to be submitted by the vendor to BHEL after the placement of the Order. BHEL will confirm the checklist prior to commissioning call to the vendor. After receipt of checklist from BHEL, the vendor will depute the commissioning engineer within 15 days of confirmation of site readiness. In case any additional work is required which is beyond the scope agreed, the same would be commenced only after signed agreements with site representative and the vendor.	
10.	Quality Requirements:	a) Submit quality plan in enclosed QP format for BHEL review and approval. b) Inspection of material would be done by BHEL nominated inspection agency “M/s TUV” as per BHEL approved QP.	
		At least 15 days advance time should be provided to BHEL nominated third party inspection agency & BHEL (for customer inspection) for carry out pre-inspection of material at your works w.r.t. PO delivery date. Any delay in this regards will be to supplier account.	
11.	MDCC (Material dispatch clearance certificate):	Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TCs) & IRs to BHEL. BHEL will issue MDCC within 7 days of receipt TCs & IRs, if complete & clear in all respects. Any delay in submission of complete reports (i.e. TCs & IR) will be to your account.	
12.	Right of Acceptance:	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
13.	Engineering Documents Approval:	Drawings/Data sheets/documents/QAP as called in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. BHEL will arrange the approval of these drawings/data sheets/documents/QAP within 30 days of their receipt provided those are complete in all respect. Any delay in delivery on account of late submission of drawings/other documents/QAP shall be to vendor's account. Kindly confirm.	
14.	Penalty Clause:	Kindly confirm that penalty for late delivery w.r.t to contractual delivery shall be applicable at the rate of 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value lot wise.	
		Date of GR/LR shall be treated as delivery date for all purposes.	
		Loading for deviation in penalty for LD clause: Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent by which penalty clause is not agreed.	

Tender Enquiry No. B/4066/2015/1133V2 for the requirement of Jacking Oil Pump (with AC, DC Motor, Bare Pump & DC Motor only)

15.	Payment Terms:	For Material Portion:- 100% payment is to be made against receipt & acceptance of material at BHEL site. Kindly confirm. For Commissioning: 100% after receipt of successful commissioning report from project site and invoice through bank or direct to BHEL. Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice/policy. Loading of any deviation in the payment terms w.r.t. NIT terms shall be referenced as follows:- Loading will be done @ Base rate of SBI + 6% (per annum) of basic cost of the items as per the below table:- <table><tr><th colspan="2">Payment Terms</th><th>Days of Loading</th></tr><tr><td colspan="2">After Receipt & Acceptance of material in the store/ BHEL site (Indian/Foreign Bidders)</td><td>No Loading</td></tr><tr><td>Against dispatch documents through bank (CAD):</td><td>Indian Bidders</td><td>30</td></tr></table> The base rate of SBI shall be considered as applicable on 31st March of preceding year from tender due date.	Payment Terms		Days of Loading	After Receipt & Acceptance of material in the store/ BHEL site (Indian/Foreign Bidders)		No Loading	Against dispatch documents through bank (CAD):	Indian Bidders	30	
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Against dispatch documents through bank (CAD):	Indian Bidders	30										
16.	Guarantee/ Warranty Clause:	Kindly confirm that Guarantee/ Warranty shall be offered for a period of 18 months from the date of shipment/ Supply or 12 months from the date of commissioning of the equipment, whichever is earlier. In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required. <u>Loading for deviation in Guarantee/ Warranty period:</u> In case of deviation in this clause your offer would be loaded as per BHEL practice / policy. Guarantee/ Warranty offered below 18 months from the date of supply are liable for rejected.										
17.	Arbitration clause:	Arbitration Clause: In all cases of dispute the matter shall be referred for Arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Limited at Hardwar. The award of the Arbitrator shall be final and binding on both parties. The Arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. JURIDICITION: The courts of Haridwar, India, shall have exclusive jurisdiction.										
18.	Risk Purchase:	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. Please note that deviation in Risk purchase clause shall not acceptable.										

Tender Enquiry No. B/4066/2015/1133V2 for the requirement of Jacking Oil Pump (with AC, DC Motor, Bare Pump & DC Motor only)

19.	Origin of quotation:	Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotations are liable to be ignored.	
20.	Business Dealing:	Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same. Also the name of principal supplier should be indicated on envelope in addition to Enquiry no and due date.	
21.	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 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”	
22.	Deviation (if any):	Kindly Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
23.	Documents Submissions:	Confirm that all the documents/test certificates shall be provided as per BHEL Specification No. ST 39003 Rev. 13, ST39007 Rev. 12 and 4-11919-BOI-01.	
		Kindly confirm that quoted offer by you have been complied all technical requirements as given in tender documents and submit all documents to BHEL as per tender specifications and drawings without any deviations.	
24.	GST:	Please quote your valuable offer regarding GST in line with clause no. 11 of GISTC Rev. 01 (Enclosed).	
25.	General Terms:	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.	
		Confirm that Approx. Weight and Volume of the packages has been mentioned in the Techno-Commercial Offer (Part – 1).	
		Please note that no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
		Pl. Confirm that the prices will remain firm during the entire validity and execution of the Project.	

Tender Enquiry No. B/4066/2015/1133V2 for the requirement of Jacking Oil Pump (with AC, DC Motor, Bare Pump & DC Motor only)

26.	Submission of offer:	All envelopes to be marked with whether “ Priced Bid ” (Part – 2) or “ Un-Priced Bid Cum Techno-Commercial Bid & PQR ” (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
27.	Special Instruction for item required:	Scope of supply shall also include commissioning spares (if any). Kindly confirm.	
		Keep two copies of O&M Manual inside the dispatch box & also mention in your shipping list. Kindly confirm. O&M Manuals will also be submit along with dispatch documents as per specification. Kindly confirm.	
		Motor paint shade shall be RAL 7032 (Siemens Grey). Kindly confirm.	

(Signature and seal of supplier)

Tender Enquiry No. B/4066/2015/1133V2 for the requirement of Jacking Oil Pump (with AC, DC Motor, Bare Pump & DC Motor only)

Additional Terms and Conditions of Tender Enquiry (In Addition To General Instructions and Standard Terms & Conditions as enclosed) For Two Parts (Foreign Suppliers)

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

S. N.	Terms	Description	Your confirmation
1.	Confirmation to General Instructions and standard terms & conditions	Please confirm the each clause of following documents:- 1. General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC Rev. 01). 2. Additional terms & conditions of tender enquiry. Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents. Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.	
2.	Special Instruction:	Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry.	
3.	Documents Checklist:	Kindly confirm that the following documents have been submitted along with your offer: 1. Requisite EMD 2. Pre-Qualification Requirements (as defined in Annexure-A). 3. Complete Technical offer with relevant drawings/ documents /QP etc. (as per special instructions mentioned in Annexure-B). 4. Experience Details 5. Any other document as specified in "Instructions to Bidders". 6. Please note that all details required in supplier registration form to be filled and submitted on online supplier registration portal on www.bhel.com along with complete documents.	
4.	Basis of Quotation:	For Import Scope of supply:	
		1. Please quote on FOB as well as CFR Mumbai Basis. Freight/shipping charges shall be quoted separately in your offer. Kindly confirm.	
		2. Please note that BHEL reserves the right to place the order either on FOB or CFR Mumbai basis. In case order is placed on CFR basis then Transportation/shipment from port of origin to Mumbai Port shall be to your account.	
		3. Please Inform Name of your FOB port.	
		4. Kindly confirm that Import & Indigenous scope of supply have been mentioned separately in your offer (if applicable).	
		For Indigenous scope of supply (if any): Kindly confirm that the prices have been quoted on freight pre-paid up to destination basis. The goods can 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 payable by BHEL. Kindly confirm.	

Tender Enquiry No. B/4066/2015/1133V2 for the requirement of Jacking Oil Pump (with AC, DC Motor, Bare Pump & DC Motor only)

5.	Bank Charges:	Kindly Confirm that Bank Charges shall be either side.	
7.	Insurance:	The Transit Insurance will be arranged by BHEL. Pl. send your offer keeping this in view.	
8.	Validity:	Confirm that your offer shall be valid for 180 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.	
9.	Origin of quotation:	Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotations are liable to be ignored.	
10.	Technical Requirements:	1. Please quote your valuable offer as per BHEL Specification No. ST 39003 Rev. 13, ST39007 Rev. 12 and 4-11919-BOI-01.	
		2. All technical requirement given in BHEL Specification No. ST 39003 Rev. 13, ST39007 Rev. 12 and 4-11919-BOI-01. shall be adhered to.	
		Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.	
11.	Supervision during erection & commissioning	Supervision during erection and commissioning of equipment shall be carried out by vendor at site. Kindly confirm and quote accordingly.	
		Please quote supervision charges separately considering 1 days per pump during erection and 1 day per pump during commissioning. Supervision charges would be inclusive of all (i.e. one man-day charges during erection & commissioning, Fooding, Boarding, Lodging, to & fro, traveling, visa....etc.).	
		Pls. note that during erection & commissioning, checklist is to be submitted by the vendor to BHEL after the placement of the Order. BHEL will confirm the checklist prior to commissioning call to the vendor. After receipt of checklist from BHEL, the vendor will depute the commissioning engineer within 15 days of confirmation of site readiness. In case any additional work is required which is beyond the scope agreed, the same would be commenced only after signed agreements with site representative and the vendor.	
12.	Engineering Document Approval:	Drawings/Data sheets/documents/QAP as called in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 30 days of purchase order. BHEL will arrange the approval of the drawings/data sheets/documents/QAP within 30 days of their receipt provided those are complete in all respect. Any delay in delivery on account of late submission of drawings/other documents/QAP shall be to vendor's account. Kindly confirm.	
13.	Quality Requirements:	a) Submit quality plan in enclosed QP format for BHEL review and approval.	
		b) Inspection of material would be done by BHEL nominated inspection agency (M/s LRS/TUV/BV) as per BHEL approved QP. "Charges for above mentioned third party inspection agency will be to vendor scope. Please quote your valuable offer inclusive of third party inspection charges for foreign scope of inspection. In case, nothing is mentioned in your offer then your valuable offer will be evaluated considering inclusive inspection charges".	
14.	MDCC (Material dispatch clearance certificate) Clause:	Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all test certificates (TCs) & IRs to BHEL. BHEL will issue MDCC within 7 days of receipt TCs & IRs, if complete & clear in all respects. Any delay in submission of complete reports (i.e. TCs & IR) will be to your account.	

15.	Payment Terms:	For Foreign scope of supply: For Material Portion:- 100% payment is to be made against receipt & acceptance of material at BHEL site. Kindly confirm. For Commissioning: 100% after receipt of successful commissioning report from project site and invoice through bank or direct to BHEL. Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice/policy. Loading of any deviation in the payment terms w.r.t. NIT terms shall be referenced as follows:- Loading will be done @ Base rate of SBI + 6% (per annum) of basic cost of the items as per the below table:- <table><tr><th colspan="2">Payment Terms</th><th>Days of Loading</th></tr><tr><td colspan="2">After Receipt & Acceptance of material in the store (Indian/Foreign Bidders)</td><td>No Loading</td></tr><tr><td rowspan="2">Against documents through bank (CAD):</td><td>Foreign Bidders</td><td>45</td></tr><tr><td>Indian Bidders</td><td>30</td></tr><tr><td rowspan="2">Letter of Credit (LC)</td><td>Foreign Bidders</td><td>60</td></tr><tr><td>Indian Bidders</td><td>45</td></tr><tr><td rowspan="4">Usance LC</td><td rowspan="2">Foreign Bidders</td><td>No Loading if usance period is > 45 Days.</td></tr><tr><td>Loading of days difference i.e difference between 45 days and usance period if the usance period is < 45 days</td></tr><tr><td rowspan="2">Foreign Bidders</td><td>No Loading if usance period is > 60 Days.</td></tr><tr><td>Loading of days difference i.e difference between 60 days and usance period if the usance period is <60 days</td></tr><tr><td rowspan="2">Advance</td><td>Foreign Bidders</td><td>Delivery Period + 60 Days -Advance Payment Days</td></tr><tr><td>Indian Bidders</td><td>Delivery Period +30 Days -Advance Payment Days</td></tr></table> The base rate of SBI shall be considered as applicable on 31st March of preceding year from tender due date.	Payment Terms		Days of Loading	After Receipt & Acceptance of material in the store (Indian/Foreign Bidders)		No Loading	Against documents through bank (CAD):	Foreign Bidders	45	Indian Bidders	30	Letter of Credit (LC)	Foreign Bidders	60	Indian Bidders	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	Foreign Bidders	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	Advance	Foreign Bidders	Delivery Period + 60 Days -Advance Payment Days	Indian Bidders	Delivery Period +30 Days -Advance Payment Days	
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16.	Deviation: (if any)	Kindly Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.																													
17.	Custom Duty:	(A) Bhadradi project: Project Import. Pls. note that the comparison would be done as per the applicable Custom duty structure on the date of opening of Price Bid.																													

Tender Enquiry No. B/4066/2015/1133V2 for the requirement of Jacking Oil Pump (with AC, DC Motor, Bare Pump & DC Motor only)

18.	Guarantee/ Warranty Clause:	Kindly confirm that Guarantee/ Warranty shall be offered for a period of 18 months from the date of shipment/ Supply or 12 months from the date of commissioning of the equipment, whichever is earlier. In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required. <u>Loading for deviation in Guarantee/ Warranty period:</u> In case of deviation in this clause your offer would be loaded as per BHEL practice / policy. Guarantee/ Warranty offered below 18 months from the date of supply are liable for rejected.	
19.	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 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”	
20.	Business Dealing:	Please note that BHEL will deal directly with manufacturer and no correspondence with the agent will be entertained. The ink signed offer / bid in original has to be submitted by the registered manufacturer / OEMs directly to BHEL. Subsequently also, no correspondence of any type shall be entered into with the agents. Bids submitted by agents may not be considered for evaluation and shall be returned to them only, without assigning any reason. Please note the same. Also the name of principal supplier should be indicated on envelope in addition to Enquiry no and due date.	
21.	Arbitration Clause :	Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India. JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction	
22.	Right of Acceptance:	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	

Tender Enquiry No. B/4066/2015/1133V2 for the requirement of Jacking Oil Pump (with AC, DC Motor, Bare Pump & DC Motor only)

23.	Risk Purchase:	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. Please note that deviation in Risk purchase clause shall not acceptable.	
24.	Submission of offer:	All envelopes to be marked with whether “Priced Bid” (Part – 2) or “Un-Priced Bid Cum Techno-Commercial Bid & PQR” (Part – 1). The replica of Priced Bid (without prices) would be necessarily submitted along with Part-1 of the offer.	
25.	General Terms:	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.	
		Confirm that Approx. Weight & Volume of the packages has been mentioned in techno-Commercial Offer (Part-1).	
		Please note that the exchange rate for evaluation would be taken as TT Selling rate of SBI as on scheduled date of tender opening (Part-1 bid, i.e. techno-commercial offer).	
		Confirm that prices will remain firm and fixed during the entire validity and execution of the project.	
		Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
26.	Documents submission:	Kindly confirm that quoted offer by you have been complied all technical requirements as given in tender documents and submit all documents to BHEL as per tender specifications and drawings without any deviations.	
		Confirm that all the documents/test certificates shall be provided as per BHEL Specification No. ST 39003 Rev. 13, ST39007 Rev. 12 and 4-11919-BOI-01.	
27.	Special Instruction for item required:	Scope of supply shall also include commissioning spares (if any). Kindly confirm.	
		Keep two copies of O&M Manual inside the dispatch box & also mention in your shipping list. Kindly confirm. O&M Manuals will also be submit along with dispatch documents as per specification. Kindly confirm.	
		Motor paint shade shall be RAL 7032 (Siemens Grey). Kindly confirm.	

Signature of supplier with Seal



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC) For Foreign Bidders (Version June-2017, Rev: 01)

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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 MATERIALS 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 superscribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received

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BHARAT HEAVY ELECTRICALS LIMITED

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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.
- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.
- g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com

- i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- j) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.

4. TENDER OPENING.

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

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- 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.
- 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:

- I. Currency exchange rate (TT selling rates of SBI) for evaluation of the bid/quotation received in foreign currency will be as follows:
- II. Single part bid – Date of tender opening.
- III. Two / Three part bid – Date of part 1 opening.
- IV. Reverse auction – Date of part-1 opening.

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

g) Evaluation of Indian Agents Commission:

- I. 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.
- II. 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.
- III. 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

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separately in that case only the offer of OEM can be considered as an exception.

h) While submitting your bids please clearly indicate:

- I. Expected weight of goods (lots wise).
- II. The size of packed goods.
- III. Whether the goods can be dispatched in containers?
- IV. Port of Loading.
- V. Port of Discharge.

7. REVERSE AUCTION.

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

8. DELIVERY TERMS.

- a) Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order.

- b) 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).
- 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 600 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 for filing the IGM (Import General Manifest) at discharge port.

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- 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 GST.**
- l) While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- 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 (Non Negotiable Documents) (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 & ppximx@bhelhwr.co.in (in case of Sea Shipments)
Email: msair@bhel.in and ppximx@bhelhwr.co.in (in Case of Air shipments)
For latest updating please refer our web site: www.bhelhwr.co.in
- III. OBL should clearly mention the Indian agent address and contact details.
- IV. OBL should be issued as per UCP 600.
- V. In case of incoterms other than FOB, OBL should mention the container detention free period.
- VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to their Mumbai office with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings may be routed through bank based on the other agreed terms and conditions of purchase order.

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

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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 days 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 30 days prior to the scheduled delivery and will be valid for a period of 60 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 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on

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Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

- b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG/refund of amount paid.

13) QUALITY REQUIREMENT.

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

14. VALIDITY.

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

15. RIGHT OF ACCEPTANCE.

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

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- a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR / GR / BL / AWB, Invoice value etc.) to Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

17. PHYTOSANITARY CERTIFICATE:

- a) As per the Indian Law, all consignments being imported into India by air/sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.
- b) Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part

thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

19. FORCE MAJEURE CLAUSE.

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

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

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.

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- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.

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

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

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

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

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

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing

with the sellers located in such zone / region/ country then BHEL reserves the right to cancel the order.

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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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.

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

22. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website www.bhelhwr.co.in. The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to 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/ Courier / E-mail or by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.

23. NOTE.

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

- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guidelines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.

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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 MATERIALS 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

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submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.

- 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. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender

specific letter, 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.

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- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.
- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.

NB: Financial evaluation of L1, L2 Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION.

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

participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

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) **DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- f) **DELIVERY AGAINST BANK DOCUMENTS:** In case payment terms quoted by bidder are documents through bank, and

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the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the penalty purpose.

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

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

11. TAXES & DUTIES.

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

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

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the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

- i) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

12. BANK GUARANTEE.

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

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

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken

away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY

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

16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- 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.

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- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the

bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

21. SETTLEMENT OF DISPUTES / ARBITRATION.

In all cases of dispute the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage /demurrage for such delay shall be that of supplier.

23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS.

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of 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 required documents are to be

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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.
- m) Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail

24. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website www.bhelhwr.co.in The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to 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.

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- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.

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NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

BETWEEN

_____ (**Name of the Vendor**),, having its registered offices in
_____ (**Address of Vendor**), registered under the no. _____
of the Companies' register of _____ (**Name of Place and Country**),
capital stock of _____ (**Value**), with a place of business in
_____ (**Name of Place and Country**) (hereinafter referred to as
" _____ (**Name of Vendor**)");

AND

Bharat Heavy Electricals Ltd a company incorporated under the Indian Companies Act 1956 having its registered offices at BHEL House, Siri Fort, New Delhi -110 049 and having one of its works at Heavy Electrical Equipment Plant, Ranipur, Haridwar-249403 (Uttarakhand), India registered under the No. 4281 of 1964-65 of the companies register of Delhi, capital stock of Rs 4895.2 million with a place of registered office in New Delhi (hereinafter referred to as “BHEL”) hereinafter also referred to individually as “the Party” or collectively as “the Parties”.

BACKGROUND

This Agreement sets forth the rights and obligations of the Parties with respect to the use, handling, protection and safeguarding of Proprietary Information that is disclosed by and between the Parties.

WHEREAS

A) the Parties wish to pursue exploratory discussions concerning a possible collaboration between them in relation to the Program defined in Exhibit 1;

B) during the ensuing discussions and negotiations it may occur that either Party discloses to the other technical, financial or business information of a proprietary or confidential nature, which the Parties intend to protect against, making it available, by any means to any third person, and other unauthorized use and/or further disclosure by the recipient, in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, the Parties have agreed as follows:

1. The term “Proprietary Information” shall mean any information or data of whatsoever kind of a confidential or proprietary nature, including but not limited to, commercial information, know how and technical information in the form of designs, drawings, concepts, requirements, specifications, software, interfaces, components, processes, or the like, that have been or will be disclosed by either Party to the other pursuant to this Agreement, either in writing, orally or other form, which is designated as “Proprietary” or “Confidential” by the disclosing Party by means of formal declaration or an appropriate stamp, legend or any other written or orally notice .
2. Proprietary Information may be conveyed, without limitation, through any written or printed documents, samples, models, electronic form on disk, tape, other storage media or any other means of disclosing such Proprietary Information that either Party may elect to use during the life of this Agreement, but if an originating Party originally discloses information orally or visually, the receiving Party will protect such information as Proprietary Information to the extent that the originating Party :
 - identifies the Information as Proprietary at the time of original disclosure,
 - summarizes the Proprietary Information in writing .

Information stored in electronic form on disk, tape, other storage media will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file.

Proprietary Information also includes any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in Clause 1 for marking and designation have not been fulfilled.

3. Each Party, to the extent of its rights to do so, shall disclose to the other only the Proprietary Information which the disclosing Party deems appropriate to fulfil the objectives of this Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves shall be made in compliance with, and subject to the laws and regulations of the Disclosing Party's country.
4. The receiving Party hereby agrees and covenants that, from the effective date of this Agreement until the expiry date as per article 11 and the following period as per article 12, the Proprietary Information that either Party receives from the other shall:
 - a) be protected and kept in strict confidence by the receiving Party which must use the same degree of care it uses to protect its own confidential information and in no case less than a reasonable care;
 - b) be only disclosed to and used by those persons within the receiving Party's organization or that of its parent or controlled companies who have a need to know and solely for the purposes specified in this Agreement, and be treated by such persons or entities with the same degree of care and subject to the same restrictions;
 - c) to procure that each third party to whom Proprietary Information is disclosed under this Agreement is made aware of the provisions of this Agreement prior to such disclosure to it and that each such third party is

bound by obligations of confidentiality which are no less onerous than those contained in this Agreement;

- d) neither be disclosed nor caused to be disclosed or made available, either directly or indirectly, to any third Party or persons other than those mentioned in subparagraph b) above or other persons upon which both of the contractual Parties shall agree in an amendment to this Agreement;
- e) not to copy, reproduce or reduce to writing any part of such Proprietary Information except as may be reasonably necessary for the purpose referred to in the Recitals of this Agreement

PROVIDED THAT the Receiving Party shall be entitled to make any disclosure required by court order or government or regulatory requirement of the Disclosing Party's Proprietary Information subject to notifying the Disclosing Party as soon as possible of such requirement

- 5. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be immediately returned or destroyed by the receiving Party upon request.
- 6. The receiving Party shall have no obligations or restrictions with respect to any Proprietary Information for which the receiving Party can prove that:
 - a) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement by any person to whom a disclosure of Proprietary Information is made as permitted under this Agreement or of any other duty of confidentiality relating to the Proprietary Information of which the Receiving Party has knowledge; or
 - b) it has been in its possession without restriction at the time of the disclosure, as evidenced by written documentation in its files; or
 - c) it has been lawfully received from a third Party without breach of this Agreement; or

- d) it has been or is published without violation of this Agreement; or
 - e) it has been independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
 - f) it has not been properly declared, designated or confirmed as Proprietary or Confidential; or
 - g) the protection period has expired according to articles 11 and 12 of this Agreement.
7. With respect to any exchange of Proprietary Information which may occur as a result of this Agreement, it is expressly understood and agreed that the persons listed in Exhibit 2 shall, on behalf of the respective Parties, be the exclusive individuals authorized to receive from and transmit to the other Party Proprietary Information under this Agreement. Each Party may replace at any time its respective authorized individuals identified in such Exhibit 2, within its own organization. Any such new designation by a Party shall be made by written notice to the other at the address indicated in such Exhibit 2.
8. Any Proprietary Information which is identified as “Classified Information”, or whose export is subject to an export license, shall be identified as such by the disclosing Party at the time of disclosure and the disclosure, protection, use and handling thereof, shall remain subject to the security procedures and restrictions imposed by the disclosing Party's Government.
9. The disclosure of Proprietary Information under this Agreement by either Party to the other shall not be construed as granting to the receiving Party any right, whether express or implied by licence or otherwise, on the matters, inventions or discoveries to which such information pertains, or as granting any trademark, patents, copyrights, trade secret right or other form of intellectual property right.

10. Nothing in this Agreement may be construed as an obligation of either Party to disclose any Proprietary Information to the other, or to enter into any subsequent contractual relationship with such other Party.
11. This Agreement covers the exchange of Proprietary Information which may be made by either Party to the other until ten years from signing of the agreement or any extension thereto which may be agreed upon by the Parties in writing. Proprietary information relevant to the Program detailed in Exhibit 1, already made available to the other contractual Party before the effective date, shall also be protected under this Agreement.

It is understood by the parties that, prior to disclosure, the Disclosing Party shall have obtained any government authorisation needed for the export of the Proprietary Information

12. The expiry of the period contemplated in Article 11 of this Agreement shall not relieve the receiving Party from complying with the obligations imposed by Article 4 here above with respect to the use and protection of the Proprietary Information, received prior the date of such expiry, for a period of ten (10) years after such expiry.
13. The Parties are independent contractors. Each will bear all costs and expenses in connection with this Agreement. This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organisation or agency arrangement and no Party shall have the authority to bind the other without the other Party's separate prior written agreement .
14. This Agreement shall be governed by and shall be interpreted in accordance with the substantive Indian laws. Irrespective of the foregoing each Party shall remain

bound by the provisions of its own national laws and regulations with respect to the transfer or use of Classified Information or information whose export is subject to an export license.

15. All disputes among the Parties, in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve among themselves, shall be finally settled by an Arbitration. The Arbitration shall be held in Haridwar (India), in English language, in accordance with the rules laid down in the arbitration and reconciliation act of India.
16. The foregoing constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, either oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters to which such Agreement applies or refers.
17. Notices to _____(**Name of Vendor**) shall be made at the following address:

(Complete Address of Vendor)

Attention: Mr. _____(**Name of the Authorised Person of Vendor**)

Notices to BHEL shall be made at the following address:

BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
Ranipur, Haridwar-249403 (Uttarakhand), India

Attention: _____(**Name of the PPX Incharge**)

18. The effective date of this Agreement shall be the date of the last signature appearing herein.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement, to be executed by its duly authorized officer.

Date :

Signed for and on behalf of

Signed for and on behalf of

(Name of Vendor)

BHEL

By:

By:

Title:

Title:

Signature:

Signature:

EXHIBIT 1

to the

NON-DISCLOSURE AGREEMENT

between

_____ **(Name of Vendor)**

and

BHARAT HEAVY ELECTRICALS LIMITED

dated:

The Non Disclosure Agreement covers the exchange of Proprietary Information which may occur during the discussions and negotiations in view of a possible cooperation between the Parties in the following programs:

-Description of Material or Services for which the order is placed

_____ **(Name of Vendor)** list of products that require an exchange of Proprietary Information which may be occur during the discussions and negotiations in view of a possible cooperation for the above programs :

EXHIBIT 2

To the
NON-DISCLOSURE AGREEMENT

between

_____ (Name of Vendor)

and

Bharat Heavy Electricals Ltd.

dated:

Personnel of the Parties authorized to receive and/or transmit Proprietary Information
under this Agreement:

For (Name of Vendor)

(Name of Person)

Tel.

Fax

Address.

For Bharat Heavy Electricals Ltd.

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Mr.

Tel. 01334

Fax 01334

Address. Main Administration Building

BHEL, HEEP, Haridwar

India

Tel.

Fax

Address.