



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 281478

Tender No.: F/T237/2019/3317/H/1

Date of Enquiry: 03.01.2020

Due Date: 25.01.2020

Sub: BHEL-HEEP/OPEN-TENDER (High Fin (Wrapped on) Tube)

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

Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the manufacturers (registered as well as unregistered) for the supply of the following items: -

S.No	Tender No.	Material Description	Qty. (No)
1	F/T237/2019/3317/H/1	Material Code: W96716601503 HIGH FIN (WRAPPED ON) TUBE BASETUBE- 90:10 CU:NI; FIN-COPPER SPEC: HE57065 REV: 02 DRG: 2166017005801 REV: 01	2736
2		Material Code: 96716601490 HIGH FIN (WRAPPED ON) TUBE BASE TUBE-90:10 CU:NI FIN COPPER SPEC: HE57065 REV: 02 DRG: 2166017005800 REV: 01	2256
3		Material Code: W96716601570 HIGH FIN (WRAPPED ON) TUBE BASE TUBE-90:10 CU:NI FIN- COPPER SPEC: HE57065 REV: 02 DRG: 2166057003200 REV: 01	980

The tender documents & Specification of item can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in.

Only those vendors who fulfill the Minimum Qualifying Requirements (as per Annexure-III) will be considered for further technical evaluation.

Important Date & Time:

- Enquiry Issue Date: 03.01.2020
- Last Date of Tender Documents Download: 24.01.2020 (11:45 PM)
- Last Date of Tender Document Submission: 25.01.2020 (before 1:45 PM)
- Tender Opening Date: 25.01.2020 (2:00 PM)

Please note that tender received after due date & time (i.e. 01.45 PM on 25.01.2020) will not be opened. BHEL will not be responsible for any type of postal / courier delay.

Earnest Money Deposit (EMD):

Intending vendors must submit the requisite EMD Rs. 2,00,000/- (Rupees Two Lacs Only) for indigenous vendors (or equivalent amount in foreign currency for foreign vendors) in the form of pay order or bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after downloading from this web site. In case of foreign bidders, e-payment may also be accepted as EMD. Details of BHEL account as per following-

Tender No.: F/T237/2019/3317/H/1

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO: SBININBB225 CC ACCOUNT NO: 10667995458 IFSC CODE: SBIN0000586	Name: Sh. Sudhir Sharma Design: Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

EMD is waived off for-

- The vendors registered for item High Fin (Wrapped On) Tube as per Spec. HE57065 REV: 02 with BHEL (HEEP), Haridwar are exempted from EMD.
- Central/ State – PSUs/ Government departments
- As per government guidelines, MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits).

The total quantity may undergo change at the time of ordering.

The details of each item with required delivery are given in **Annexure-IV (Details of Items)**

Please submit your Techno-Commercial offer only for the above requirement subject to our terms and conditions.

Vendors who are not approved by BHEL end customer have to submit the desired credential as per customer agreed format. Same will be forwarded to customer for further approval. Offer of those vendors will be considered for price bid opening/RA only if it is approved by BHEL customer by that time.

In addition to vendors mentioned above, offers shall only be considered of those vendors who will submit EMD with offer. Please submit drafts for EMD drawn in favor of BHARAT HEAVY ELECTRICALS LTD. HEEP, HARIDWAR in another envelope super scribed with bold letters “EMD”. Offers without EMD will not be considered.

PLEASE SUBMIT DRAFTS OR E-PAYMENT TRANSFER COPY FOR EMD DRAWN IN FAVOUR OF BHARAT HEAVY ELECTRICALS LTD. HEEP, HARIDWAR IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS “EMD” at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

KINDLY READ “INSTRUCTIONS TO BIDDERS.” QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for procurement of High Fin (Wrapped On) Tube as per Spec. HE57065 REV: 02.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for procurement of High Fin (Wrapped On) Tube as per Spec. HE57065 REV: 02.

MINIMUM QUALIFICATION REQUIREMENT

High Fin (Wrapped on) Tube

Following are the mandatory requirement. Offer of Vendors not meeting these requirements will not be considered.

➤ **Technical Requirements-
Pre-Qualification requirements (PQR)**

1. Vendor shall have the following minimum experience:

Successfully manufactured and supplied minimum 5000 m total length of root soldered high fin tubes for minimum 8 fins per inch and minimum 3m length of single tube of tube size OD from 10 mm to 20 mm. Vendor to furnish the purchase order and dispatch/inspection documents for the same. The P.O. should not be earlier than 7 years from date of enquiry.

OR

Successfully manufactured and supplied minimum 5000m total length of root soldered crimped fin tubes and minimum 5000m total length either of L/G/LL-fin with or without root soldered for minimum 3m length of single tube and minimum 8 fins per inch of tube size OD from 10 mm to 20 mm. Vendor to furnish the purchase order and dispatch/ inspection documents for the same. The P.O. should not be earlier than 7 years from date of enquiry.

2. Vendor shall have minimum in-house manufacturing and testing facilities as below:

a. Online Root soldered Finning machine of high fin tube for finning of minimum 5m length.

b. Hydraulic testing facilities for testing of finned tubes at min pressure 20Kg/sq. cm(a).

Vendor to confirm for above mentioned facilities. Vendor to submit signed and stamped Annexure-1 (attached)

3. Bid from representative of manufacturer is also acceptable. Agreement between manufacturer and its representative is to be furnished for such case.

4. In case PQR qualifying documents are in language other than English, signed/ stamped English translated copies of such full and complete documents should also be furnished.

ANNEXURE-I

(To be furnished by vendor on its letter head)

Date:

This is to certify that M/s..... has following minimum in-house manufacturing and testing facilities for High finned tubes:

1. Online Root soldered Finning : Y/N
machine of high fin tube for
finning of minimum 5m length.
2. Hydraulic testing facilities for : Y/N
testing of finned tubes at pressure
20Kg/sq. cm(a)

Signature :

Name of the Signatory :

Designation :

Phone No :

Email :

Seal & Stamp of the
Organization :

Tender No.: F/T237/2019/3317/H/1

➤ **Quality Requirements-**

- All vendors to confirm, endorse & return back quality plan “QA/BI/QP/317/NTPC Rev:00” at Annexure VI & confirm Inspection by third party (LRS/TUV/BV) for import and BHEL nominated agency ‘BVIL’ for indigenous as per finally NTPC approved QP.

Note- Technical as well as quality requirements is applicable for both registered as well as un-registered vendors.

Vendors must fill up Annexure– III in confirmation to above Minimum Qualifying Requirements and quality requirement.

ESSENTIAL INSTRUCTIONS

1. **BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).**
2. **The tender document must comprise of four envelopes:**
 - i. **Envelope I : EMD or Udyog Aadhar Memorandum for exemption of EMD.**
 - ii. **Envelope II : Pre- Qualifying Requirement**
 - iii. **Envelope III : Techno -Commercial Bid.**
 - iv. **Envelope IV : Price Bid.**

It is essential that all the four envelopes comprising of the above information should be submitted on or before the due date otherwise the authenticity of tender date & time will be defeated. In view of the above, it is proposed that offer should comprise of the above four envelopes at the time of tender opening.

3. The tenders shall be submitted in two parts
 - i. Part I - EMD or Udyog Aadhar Memorandum for exemption of EMD, Pre- Qualifying Requirement & Techno -Commercial Bid
 - ii. Part II - Price Bidas described below on or before the due date.
4. Documents submitted with the offer/bid by the bidder shall be signed and stamped in each page by authorized representative of the bidder. In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of signed and stamped (in each page) original bid to BHEL. If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents. Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.
5. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
6. In case of ordering, manufacturing plan should be submitted for BHEL approval.
7. Part-I (Techno -Commercial Bid) containing Envelope I, II & III will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
8. Part-II (Price Bids) containing Envelope IV along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
9. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement.
10. Currency exchange rate will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.
11. **Evaluation of Bid: - The bid shall be evaluated**
 - a. **Cost to BHEL basis. (Basic Cost + Insurance + Transportation + Duty)**
 - b. **The loading, if any, on account of LD penalty, delivery term, payment terms etc. will be as per General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries for Indian & Foreign Vendor (Annexure- IX & X respectively) or any other cost determined at later stage, which shall be communicated to the vendor.**
 - c. **Evaluation of comparative statement will be done on item wise basis after taking care of duty structure as per DEEC / PI/ MERIT quantity and order will be placed accordingly.**
12. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
13. All test certificates to be submitted in TRIPLICATE along with dispatch documents.
14. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
15. **BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction, the paper bid shall be processed. 'Guidelines for Reverse Auction are available at following link-
http://www.bhel.com/vendor_registration/vendor.php**
16. Total weight--/Gross/Net in Kg & also package size essentially should be indicated if not exact then approximate.
17. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**
18. For public procurement policy kindly refer website <https://dipp.gov.in/public-procurements>

SPECIAL INSTRUCTIONS FOR BIDDER:

Procurement directly from Manufacturers/ suppliers shall be preferred. However, in case of submission of offer through agents including dealers/ traders/ distributors/ stockiest/ Channel partners etc. on behalf of manufacturer or the manufacturer themselves insists for making suppliers through their such agents only, following guidelines will be followed.

- a. Either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both.
- b. In case bids are received from both the manufacturer / supplier and the agent, the bid received from agent shall be ignored.
- c. The agent shall not allow to represent more than one manufacturer / supplier in the same tender.
- d. Agent should submit the authorization letter from the manufacturer clearly indicating details like Name, e-mail and address of manufacturer and relationship with agent and its validity. The authorization letter should be tender specific.
- e. In case order is to be placed and executed by agent following are criterial should be met:
 - i. Manufacturer of the agent should meet the PQR as defined in tender for PQR for manufacturers.
 - ii. Agent should have annual turnover of more than 2 Cr. in one financial year and the net worth of the agent should be positive. In support of qualification under this criterial bidders (agent) should submit Audited balance for last three conductive years / D&B Report / Credit form Report.
 - iii. Manufacturer and bidder / agent should jointly confirm Guarantee for the quality of product and timely delivery.

Note: Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries for Indian & Foreign Vendor (Annexure- IX & X respectively). All the bidders/vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for BHEL approved Vendors.

IN CASE YOU ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN PLEASE ARRANGE TO SEND A LETTER OF REGRET.

**DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID) AND
PART-II (PRICE BID)**

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

- a. Confirmation to Minimum Qualification Requirement and Quality Requirement as per Annexure-III.
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid.
- c. Delivery schedule.
- d. Inspection charges by LRS/TUV/BV should be mentioned separately in case of foreign vendors.
- e. Validity of offer to be indicated.
- f. **Annexure- II** - Compliance sheet for technical/commercial terms and conditions for two-part tender.
- g. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- h. Details of activity outsourced.
- i. Quality Plan as per Annexure- VI.

PART –II (Price Bid)

- a. Price bid to be submitted as part-II of the tender.
- b. Prices should remain firm till the execution of the order if price variation formula not specified in enquiry.
- c. **In case of foreign vendors, Bidders need to quote their prices on CFR any sea port in Mumbai 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. LRS/TUV/BV inspection charges to be quoted separately in case of foreign vendors.
- e. **Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**

MARKING OF ENVELOPE:

- Each envelop is to be super scribed as “TENDER FOR “**HIGH FIN (WRAPPED ON) TUBE**” AGAINST TENDER NO. **F/T237/2019/3317/H/1** DUE ON **25.01.2020**.
- Drafts for EMD or proof of e-payment to be kept in one envelop – Envelop I. On the Top of the envelope, please write Draft No., Issuing Bank Details & Amount. Those vendors who are quoting for more than one tender must submit a statement in the envelops of all those tenders giving details of all the tenders being quoted. However, the draft of each tender should be kept in individual tender envelop.
- Pre- Qualification Documents are to be kept in one envelope – Envelope II.
- Techno-Commercial Bid to be kept in another envelop – Envelop-III & to be marked as Techno-Commercial Offer.
- Above Envelops I, II & III are to be sealed in one Envelope and marked as Part-I (Techno-Commercial Bid).
- Price Bid to be kept in another envelope-IV & to be marked as Part-II (Price Bid).
- Part- I & II are to be kept in one envelop super scribed as “TENDER FOR “**HIGH FIN (WRAPPED ON) TUBE**” AGAINST TENDER NO. **F/T237/2019/3317/H/1** DUE ON **25.01.2020**.

ANNEXURE-II**COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS
FOR TWO PART TENDER****PLEASE FILL THIS ANNEXURE & ATTACH WITH YOUR TECHNO-COMMERCIAL BID.**

Offer must be sent in two separate sealed envelopes containing techno-commercial offer in one envelope marked “TECHNO-COMMERCIAL BID” and prices in second envelope marked “PRICE-BID”. Both the envelopes must be contained in the main envelope. Tender name and due date to be marked on all the envelopes.

You are requested to kindly confirm /clarify the following:-

S. No.	Description	Vendor's Confirmation (Yes/No or in details to be filled by vendor)
1	Vendor to confirm that they meet each & every clause of our specifications/Drawings.	
2	If “No” to serial number 1, vendor to specify each deviated clause & submit in a separate sheet.	
3	Vendor to list out on a separate sheet any activity which is outsourced. Please furnish details of out sourced vendor.	
4	Validity: confirm that validity of the offer shall be 90 days from the date of tender opening.	
5	Confirm that un-priced part of price bid is enclosed with technical commercial offer	
6	Confirm delivery quoted as per enquiry	
7	<u>For foreign Vendors-</u> Confirm that you have quoted your rates with CFR Landing Port with third party inspection charges separately. <u>For Indigenous Vendors-</u> Confirm that you have quoted your rates on FOR Destination basis.	
8	Confirm that Loading Port has been mentioned.	
9	Confirm that price variation clause as per annexure-VIII accepted by vendor.	
10	Confirm that payment term shall be “100% payment after receipt and acceptance of material at BHEL HEPP- Store Haridwar”.	
11	Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective lot subject to a maximum of 10% of the respective lot values.	
12	Confirm that all test certificates to be submitted as per BHEL specification. in TRIPLICATE along with dispatch documents.	
13	Kindly confirm Guarantee certificate shall be submitted along with supply.	
14	Right of acceptance – BHEL reserves the right to reject any or all quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced quantities without any extra charges. Vendor should also be prepared for giving discount in case of increase in quantity.	
15	Confirm specifically that material shall be supplied as per tender documents.	
16	Kindly confirm Inspection by third party (LRS/TUV/BV) for import and BHEL nominated agency ‘BVIL’ for indigenous as per NTPC approved QP.	
17	Kindly confirm you have submitted Quality Plan “QA/BI/QP/317/NTPC Rev:00” along with offer.	
18	Confirm Bill of Lading Date will be considered for penalty purpose for delivery term “CFR Any Mumbai Seaport” in case of foreign vendor.	

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19	Ink signed order acceptance shall be furnished within 15 days of order placement.	
20	Confirm if there is Indian agency commission.	
21	Please confirm to participate in Reverse Auction.	
22	Packing & Forwarding charges are inclusive in price quoted.	
23	Confirm to send original ink signed copy of offer, if offer has been sent through email or FAX or photocopy has been submitted.	
24	Annexure XIII of Risk Purchase Clause with addition to the clause 18 of GISTC of Risk Purchase is applicable. Kindly confirm.	
25	As per Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017, 28.05.2018 & 28.05.2019 kindly confirm whether your firm can be treated as local supplier or not If yes, kindly fill up the self-certification form (refer annexure-XII) to claim it.	
26	In case of ordering order to be placed on whom	
27	Bidder organization name	
28	Bidder's email id	
29	Bidder's contact no	

ANNEXURE-III**Minimum Qualification Requirement for High Fin (Wrapped on) Tube**

Following is the mandatory requirement. Offer of Vendors not meeting these requirements will not be considered.

➤ **Technical Requirements-**

Sl. No.	Technical Requirement	Vendor's confirmation (Y/N)
1	Vendor shall have the following minimum experience: Successfully manufactured and supplied minimum 5000 m total length of root soldered high fin tubes for minimum 8 fins per inch and minimum 3m length of single tube of tube size OD from 10 mm to 20 mm. Vendor to furnish the purchase order and dispatch/inspection documents for the same. The P.O. should not be earlier than 7 years from date of enquiry. OR Successfully manufactured and supplied minimum 5000m total length of root soldered crimped fin tubes and minimum 5000m total length either of L/G/LL-fin with or without root soldered for minimum 3m length of single tube and minimum 8 fins per inch of tube size OD from 10 mm to 20 mm. Vendor to furnish the purchase order and dispatch/ inspection documents for the same. The P.O. should not be earlier than 7 years from date of enquiry.	
2	Vendor shall have minimum in-house manufacturing and testing facilities as below: a. Online Root soldered Finning machine of high fin tube for finning of minimum 5m length. b. Hydraulic testing facilities for testing of finned tubes at minimum pressure 20Kg/sq. cm(a). Vendor to confirm for above mentioned facilities. Vendor to submit signed and stamped Annexure-1 (attached)	
3	Bid from representative of manufacturer is also acceptable. Agreement between manufacturer and its representative is to be furnished for such case.	
4	In case PQR qualifying documents are in language other than English, signed/ stamped English translated copies of such full and complete documents should also be furnished.	
Note- This is applicable for both registered as well as un-registered vendors.		

➤ **Quality Requirements-**

Sl. No.	Quality Requirement	Vendor's confirmation (Y/N)
1	All vendors to confirm, endorse & return back quality plan "QA/BI/QP/317/NTPC Rev:00" at Annexure VI & confirm Inspection by third party (LRS/TUV/BV) for import and BHEL nominated agency 'BVIL' for indigenous as per NTPC approved QP.	
Note- This is applicable for both registered as well as un-registered vendors.		

Signature with stamp

Name:

Name of Firm:

Designation:

Date:

ANNEXURE-IV
(Item Details and Delivery Schedule)

S. No	Material Code	Material Description	Total Qty. (Nos)	Lot Quantity (Nos)	Delivery
1	W96716601503	HIGH FIN (WRAPPED ON) TUBE BASE TUBE- 90:10 CU:NI; FIN-COPPER SPEC: HE57065 REV: 02 DRG: 2166017005801 REV: 01	2736	1368 1368	30.04.2020 30.04.2020
2	96716601490	HIGH FIN (WRAPPED ON) TUBE BASE TUBE-90:10 CU:NI FIN COPPER SPEC: HE57065 REV: 02 DRG: 2166017005800 REV: 01	2256	1128 1128	30.08.2020 30.08.2020
3	W96716601570	HIGH FIN (WRAPPED ON) TUBE BASE TUBE-90:10 CU:NI FIN- COPPER SPEC: HE57065 REV: 02 DRG: 2166057003200 REV: 01	980	490 490	30.04.2020 30.04.2020

NOTE:

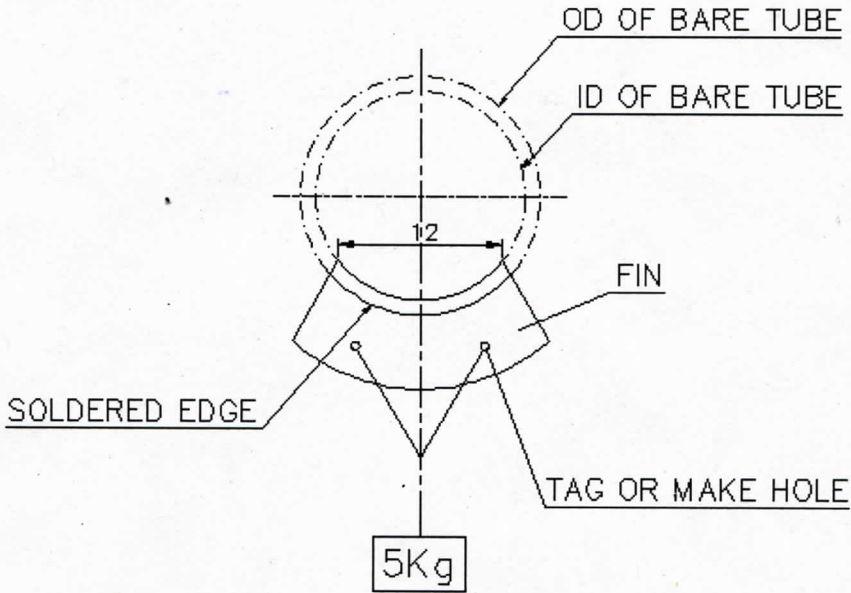
1. THE QUANTITY INDICATED ABOVE CAN BE INCREASED/ DECREASED.

ANNEXURE-V

(Specification HE57065 Rev: 02)

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक PRODUCT STANDARD		HE57065																												
				पृष्ठ का Page 1 of 3																												
SUPERSEDES INVENTORY	HIGH FIN (WRAPPED ON FIN) TUBE																															
सामग्री सूची संख्या को	1.0 Scope : This standard covers the requirement of High Fin (Wrapped On Fin) Tube, wrapped externally over the tubes with root soldered.																															
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	2.0 Application : These tubes are mainly used in Gas/ Air Coolers.																															
	3.0 Compliance to Standards: The standard is based on BHEL own experience.																															
	4.0 Technical Requirement :																															
	4.1 Condition of delivery : High Fin (Wrapped on Fin) Tube shall be supplied with the required configuration of high fin fully soldered over the base tube as per drawing. Each tube shall be hydraulically tested. Tube ends shall be square cut and free from solder material/ chemicals etc. so that the ends must be suitable for roller expansion joints. The Finned Tubes shall be packed suitably as per BHEL's approved Packing procedure.																															
स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रलेख एवं अप्रलेख रूप से किसी भी तरह प्रयोग जो कि कंपनी के हित में हानिकारक हो न किया जाए।	4.2 Manufacturing Process : High Fin (Wrapped on Fin) Tube shall be manufactured exactly as per geometrical details (number of turns, pitch, fin height, fin size etc) as specified in the drawing supplied. Root of the fin to be soldered with base tube. The bonding of fins to the base tube should be perfect without any air gap for effective heat transfer. The bonding shall also be mechanically strong and robust to make the tube suitable for their use in gas/air coolers of TG sets. If necessary, the base tube can be tinned for proper bonding/ soldering.																															
	4.3 Material : 1. Tube :- 90:10 Cu Ni as per ASTM B111 C70600 from BHEL approved vendors. 2. Fin :- 99.9% Cu as per ASTM B152 C11000 3. Solder Wire :- 1S:1921 Gr 35 or Equivalent																															
हस्ताक्षर एवं दिनांक SIGN & DATE	5.0 Dimensions & Tolerances: Refer drawing.																															
	6.0 Documents to be Submitted : Following documents shall be submitted along with the offer for BHEL approval.																															
सामग्री सूची संख्या INVENTORY NO.	1. Quality plan.																															
	<table border="1"> <thead> <tr> <th>नाम NAME</th> <th>दिनांक एवं हस्ताक्षर SIGNATURE & DATE</th> </tr> </thead> <tbody> <tr> <td>TSX</td> <td>B. CHOUDHARY (BHEL) 21/06/13</td> </tr> <tr> <td>PC Member</td> <td>DEEPAK KUMAR 21/06/13</td> </tr> <tr> <td>QAX</td> <td>SUGANDH 21/06/13</td> </tr> <tr> <td>अनुवादक TRANSLATED BY</td> <td>ASHISH GUPTA 21/06/13</td> </tr> <tr> <td>निर्माणकर्ता WORKED BY</td> <td>SHASHI KANT 21/06/13</td> </tr> <tr> <td>जांचकर्ता CHECKED BY</td> <td>SHASHI KANT 21/06/13</td> </tr> <tr> <td>पर्यवेक्षणकर्ता SUPERVISED BY</td> <td>SHASHI KANT 21/06/13</td> </tr> <tr> <td>सहमत विभाग AGREED DEPTT</td> <td>नाम NAME</td> </tr> <tr> <td>DATE & SIGNATURE</td> <td></td> </tr> <tr> <td>स्वीकृति APPROVED :</td> <td>M. K. LAHOTI, AGM (HXE) 21/06/13</td> </tr> <tr> <td>निर्माण PREPARED :</td> <td>HXE</td> </tr> <tr> <td>जारी ISSUED :</td> <td>TSX</td> </tr> <tr> <td>दिनांक DATE :</td> <td>28-05-2013</td> </tr> </tbody> </table>					नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE	TSX	B. CHOUDHARY (BHEL) 21/06/13	PC Member	DEEPAK KUMAR 21/06/13	QAX	SUGANDH 21/06/13	अनुवादक TRANSLATED BY	ASHISH GUPTA 21/06/13	निर्माणकर्ता WORKED BY	SHASHI KANT 21/06/13	जांचकर्ता CHECKED BY	SHASHI KANT 21/06/13	पर्यवेक्षणकर्ता SUPERVISED BY	SHASHI KANT 21/06/13	सहमत विभाग AGREED DEPTT	नाम NAME	DATE & SIGNATURE		स्वीकृति APPROVED :	M. K. LAHOTI, AGM (HXE) 21/06/13	निर्माण PREPARED :	HXE	जारी ISSUED :	TSX	दिनांक DATE :
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निर्माण PREPARED :	HXE																															
जारी ISSUED :	TSX																															
दिनांक DATE :	28-05-2013																															
REV.NO.	02																															
Dt.	23.03.18																															

हस्ताक्षर एवं तिनांक SIGN & DATE		उत्पाद मानक (हीप - हार्डवेयर) PRODUCT STANDARD (HEEP - HARDWAR)		HE57065		
				पृष्ठ का Page 2 of 3		
SUPERSEDES INVENTORY		2. Process chart clearly indicating the process & sequence of manufacturing. 3. Detailed packing procedure.				
सामग्री सूची संख्या को		7.0 Inspection & Testing : i) BHEL's representative shall have a free access at all times to all parts of manufacturer's works, until work on contract of BHEL is being performed. The supplier shall offer to BHEL's representative, all reasonable facilities without charge to satisfy the later that the material is being produced in accordance with this specification. ii) If specified in the purchase order, the test certificate shall be approved by BHEL's representative/ BHEL approved third party inspection agency. iii) Vendor shall advise purchaser at least 4 weeks in advance when items are ready for inspection. iv) A type test for testing the bonding strength, between fins and tube, shall be done by the vendor in presence of BHEL representative as per Annexure-I. No breakage of joint/elongation/gap is acceptable. Type test report is valid for a period of one year incase process parameter (machine number, speed, feed temperature etc), material and dimensions are not changed. v) 100% tubes shall be subjected to hydraulic test at 20 kg/cm ² for 10 seconds after finning as per ASME, Sec VIII, Div1, UG-99. No leakage is acceptable.				
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited It must not be used directly or indirectly in any way detrimental to the interest of the company.		8.0 Test Certificate : Following documents test certificate shall be furnished by the supplier along with supply. i) All test certificates (Chemical, Mechanical, Hydraulic, Eddy current test etc.), for bare tube as specified in drawing and specification. ii) Test certificate of fin material. iii) Test certificate for fin to tube bonding strength. iv) Test report of Hydraulic test after finning. v) Inspection Report of finished finned tube. The test certificates shall bear the following information- 1. BHEL References : BHEL Order No. 2. Supplier's References : As per base standard referred on the drawing.				
स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए ।		9.0 Packing and Marking : Tubes shall be packed suitably to avoid any damage of tubes during handling, transportation and storage. Suitable supports for tubes may be provided in packing box to avoid the damage on fins.				
हस्ताक्षर एवं तिनांक SIGN & DATE	27/6/13	10.0 Referred Standards : 1. ASTM B111 C70600 2. ASTM C11000 3. IS:1921 Gr 35 4. ASME, Sec VIII, Div1				
सामग्री सूची संख्या INVENTORY NO.	P-6438	REV.NO. 02	निर्माणकर्ता WORKED BY	ASHISH GUPTA	29/5/13	
			जांचकर्ता CHECKED BY	SHASHI KANT	01/06/2013	

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद मानक (हीप - हार्डवयर) PRODUCT STANDARD (HEEP - HARDWAR)	HE57065	
			पृष्ठ का Page 3 of 3	
SUPERSEDES INVENTORY		ANNEXURE-I		
सामग्री सूची संख्या को		TESTING PROCEDURE FOR BONDING STRENGTH BETWEEN FINS AND TUBE		
Type test for testing the mechanical bonding strength between Fins and Tube shall be done by vendor in presence of BHEL representative.				
Sample Size: - One number (randomly selected) cut finned tube of 150 mm length. - Obtain a sector chord of 12 mm at the root of the fin.				
Procedure: - Make a suitable arrangement to tag or make hook so that 5Kg load may be suspended on fin(as shown in fig-1). - Force of 5Kg to be suspended on fin of sample for 10 minutes.				
Acceptance: - There should not be any crack or gap at root of fin (joint of fin and tube). - Type test report is valid for a period of one year incase process parameter (machine number, speed, feed temperature etc), material and dimensions are not changed.				
				
Fig-1				
दिनांक एवं हस्ताक्षर SIGN & DATE	REV.NO.	REV.NO.	निर्माणकर्ता WORKED BY	ASHISH GUPTA
सामग्री सूची संख्या INVENTORY NO.	26438	02	जांचकर्ता CHECKED BY	SHASHI KANT
			29/5/13	01/06/2013

ANNEXURE- VI

(Quality Plan)

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN									
BHEL		ITEM	FINNED TUBES FOR H2 COOLER		QP NO.	QA/BI/QP/31111TPC						
				REV.	00							
		DRG. NO.	AS PER PO									
		SPEC.	HE57065									
		REV	02		Page 1 of 2							
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
									M	B	N	
1	2	3	4	5	6	7	8	9	D	10		11

1.0	MATERIAL (FROM BHEL APPROVED SOURCES)											
1.1	BASE TUBE	CHEMICAL COMPOSITION	MAJOR	CHEMICAL	2 TUBES PER LOT	AA12130	AA12130	MTC		P	V	Tubes must be from:- (i) Multimetals-Kota (ii) Alcobex-Jodhpur (iii) Metal alloys-Jamnagar
		MECHANICAL TEST INCLUDING ELONGATION, FLATTENING, EXPANSION	MAJOR	MECHANICAL	2 TUBES PER LOT	AA12130	AA12130	MTC		P	V	
		HYDRAULIC TEST	MAJOR	HYDRAULIC	100%	AA12130	AA12130	MTC		P	V	
		EDDY CURRENT TEST	MAJOR	ECT	100%	AA12130	AA12130	MTC		P	V	
		MERCURIOUS NITRATE/AMMONIA VAPOUR CRACKING TEST	MAJOR	VISUAL	SAMPLE AS PER SPECIFICATION	AA12130	AA12130	MTC		P	V	
		MICROSCOPIC EXAMINATION TEST	MAJOR	MICROSCOPIC EXAMINATION TEST	SAMPLE AS PER SPECIFICATION	AA12130	AA12130	MTC		P	V	
		DIMENSIONAL CHECK WITH RESPECT TO TOLERANCE & STRAIGHTNESS	MAJOR	DIMENSION	100%	AA12130	AA12130	MTC		P	V	
1.2	FIN(COPPER)	CHEMICAL	MAJOR	CHEMICAL	100%	BHEL DRG.	BHEL DRG.	MTC		P	V	
		STRIP SIZE	MAJOR	DIMENSION	100%	BHEL DRG.	BHEL DRG.	MTC		P	V	

MANUFACTURER/SUBCONTRACTOR		LEGEND:	FOR CUSTOMER USE	QP no.
		! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION.		APPROVED BY
		M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN									
BHEL		ITEM	FINNED TUBES FOR H2 COOLER		QP NO.	QA/BI/QP/31/TPC						
				REV.	00							
		DRG. NO.	AS PER PO									
		SPEC.	HE57065									
		REV	02		Page 2 of 2							
SL. NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORDS	AGENCY			REMARKS
									M	B	N	
1	2	3	4	5	6	7	8	9	D	10		11

1.3	SOLDER WIRE	CHEMICAL	MAJOR	CHIMICAL	100%	BHEL DRG.	BHEL DRG.	MTC		P	V		
2.0	INPROCESS INSPECTION & FINAL INSPECTION												
	FINNED TUBE	DIMENSIONAL CHECKS	MAJOR	VISUAL & DIMENSIONAL	100%	BHEL DRG.	BHEL DRG.	IR		P	W*		*RANDOM 10%
		ADHESION & PITCH	MAJOR	MEASUREMENT	1 / TYPE	HE57065	HE57065	IR		P	W		
		HYDRAULIC TEST	MAJOR	HYDRAULIC TEST	100%	HE57065	HE57065	IR		P	W		RANDOM 10% WITNESS BY BHEL
		CLEANING	MAJOR	VISUAL	100%	BHEL DRG.	BHEL DRG.	IR		P	V		
		PACKING & DISPATCH	MAJOR	VISUAL	100%	BHEL APPROVED PACKING PROCEDURE		IR		P	V		

Aganwal
14/12/19
Singande Aganwal
QA

MANUFACTURER/SUBCONTRACTOR		LEGEND:	FOR CUSTOMER USE	QP no.
		! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL / NOM. INSPECTION AGENCY N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

ANNEXURE- VII

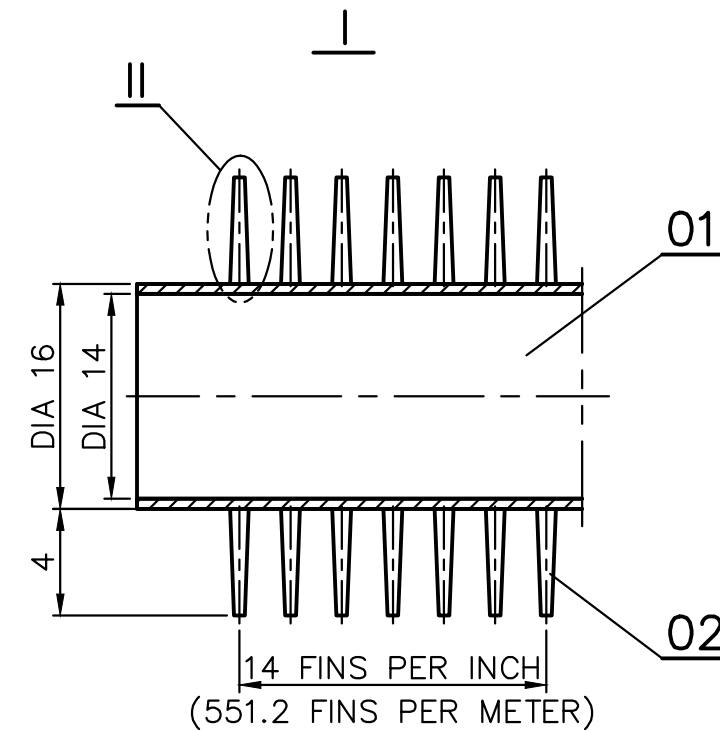
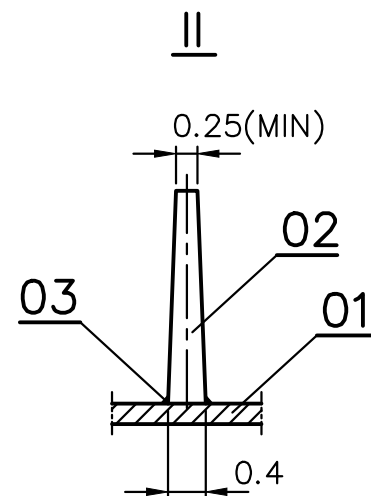
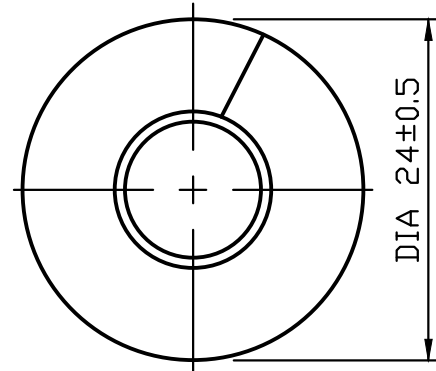
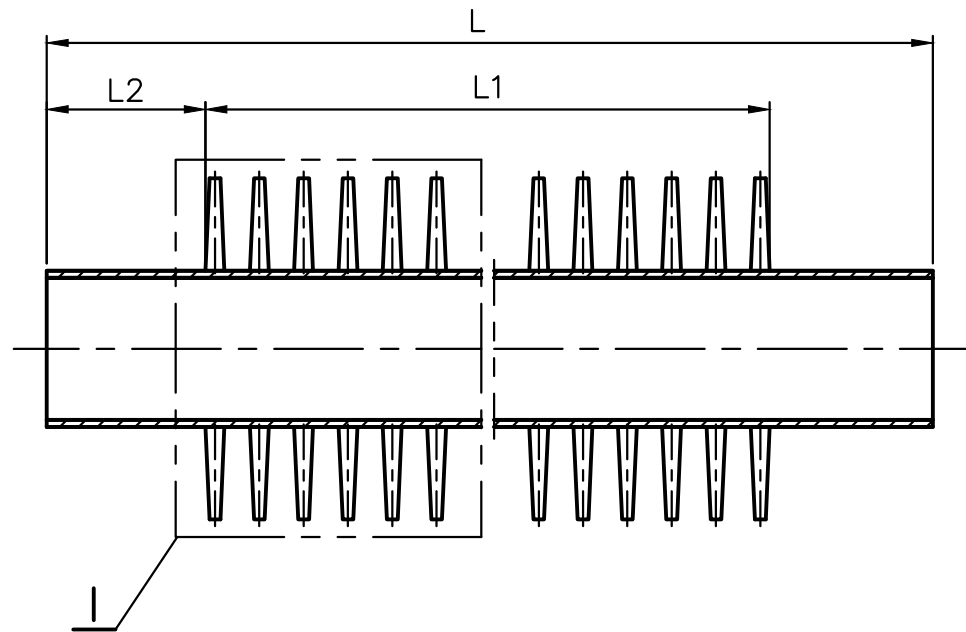
(DRAWINGS)

सामग्री सूची संख्या / INVENTORY NO.

B

VAR.		L	L ₁	L ₂	TOTAL WT. (Kg)	REF. GMS/ CBOM NO.
	CODE NO.					
	SPEC. NO.					
00	W96716601490	3971 ± 3	3893 ± 2	39	3.296	01660170026
	HE57065					
01	W96716601503	4391 ± 3	4313 ± 2	39	3.647	01660170027
	HE57065					

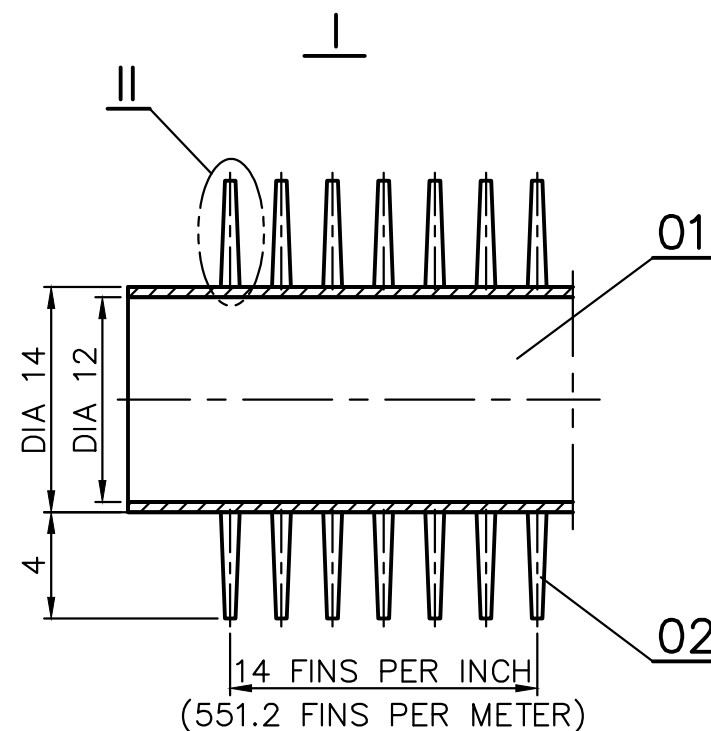
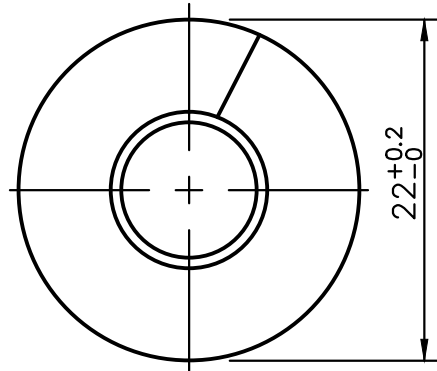
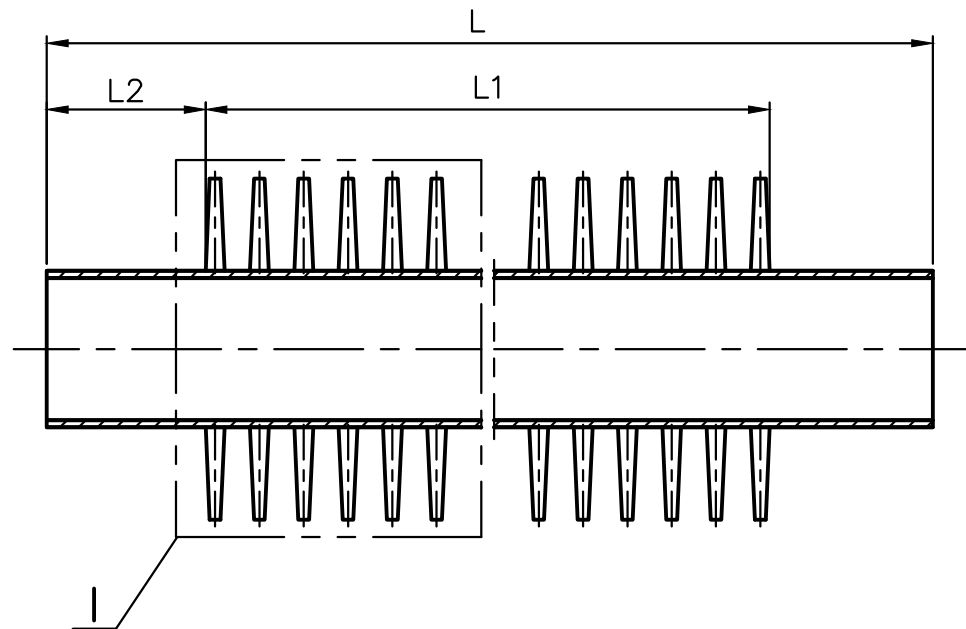
03	SOLDER WIRE	IS:1921 Gr.35
02	FIN	CU
01	BASE TUBE	90:10 CU-NI
ITEM NO.	DESCRIPTION	MATERIAL



1. HIGH FINNED TUBES SHALL BE SUPPLIED WITH BASE TUBE DIA 16X1 mm OF 90/10 Cu Ni MATERIAL AND FINS MADE FROM 0.4 mm THICK CONTINUOUS COPPER SHEET WRAPPED ON THE TUBE.
2. ROOT OF FIN TO BE SOLDERED WITH BASE TUBE.
3. SOLDER WIRE SHALL CONFIRM TO IS:1921 Gr 35.
4. THE BONDING OF FINS TO BASE TUBE SHOULD BE PERFECT WITH OUT AIR GAP FOR EFFECTIVE HEAT TRANSFER. THE BONDING SHALL ALSO ,BE MECHANICALLY STRONG AND ROBUST TO MAKE THE TUBE SUITABLE FOR THIER USE IN AIR COOLERS OF HIGH RATING THERMAL T.G. SET, IF NECESSARY BASE TUBES CAN BE TINNED FOR PROPER BONDING/ SOLDERING .
5. THE TUBES SHALL BE SUPPLIED EXACTLY AS PER GEOMETRICAL DETAIL AS INDICATED IN DRAWING.
6. 90/10 CUPRO-NICKLE BASE TUBE SHALL CONFIRM EXACTLY TO OUR SPECIFICATION NO. AA12130. ALL TEST CERTIFICATES (CHEMICAL, MECH, HYD. TEST ETC.)
7. THE FINS SHALL BE MADE FORM 99.9% COPPER.
8. THE FINNED TUBE SHALL CONFIRM TO SPECIFICATION HE57065.
9. 100% TUBES SHALL BE SUBJECTED TO HYDRAULIC TEST AS PER HE57065.
10. TUBES ENDS SHALL BE FREE FROM SOLDER MATERIAL, CHEMICAL ETC. FOR DIRECT USE FOR ROLLER EXPANSION.
11. TUBES SHALL BE PACKED SUITABLY TO AVOID ANY DAMAGE OF TUBE DURING HANDLING TRANSPORATION AND STORAGE.
12. ONE SAMPLE OF EACH TYPE TO BE TESTED FOR BONDING STRENGTH BETWEEN, FIN AND TUBE AS PER BHEL APPROVED PROCEDURE.

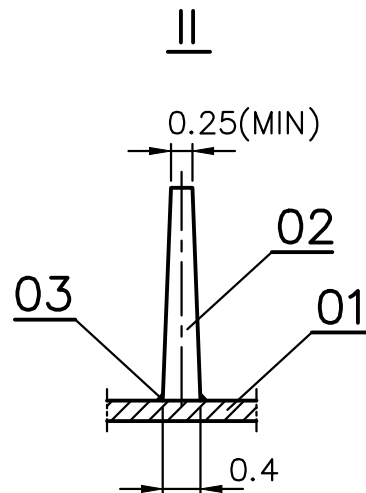
अमृत्य विमो ऑ कॉ वर्ग GRADE OF INTOLERANCED DIMENSION				सी.वो.ओ.एम./C.B.O.M. 01660170026		ऑपरेशन का नाम STATUS OF DRG. U		उत्पाद का प्रकार या ग्राहक/परियोजना का नाम TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT			
मशीनिंग - एए0230208 एम MACHINING - AA0230208 m				सहमत विभाग AGREED DEPTT.		नाम/NAME		हस्ताक्षर/SIGN		दिनांक/DATE	
वैल्डिंग - एए0621104 को श्रेणी बी WELDING-CLASS 'B' OF AA0621104				WT.		-		sd/-		-	
गैस कटिंग - एए0621101 को साराणी 3 GAS CUTTING-TABLE 3 OF AA0621101											
संशोधन REV.		दिनांक DATE		संशोधन REV.		दिनांक DATE		संशोधन REV.		दिनांक DATE	
0				01		30.08.13		A.K.		A.K.	
						HXE-13-F0152		ASHISH		ASHISH	
						WT. UPDATED					
विभाग DEPTT.				हैट एक्सचेंजर HXE				अनुपात/SCALE NTS			
कोड/				CODE 4222				भार की गा. WEIGHT (KG)			
								असमंजसली अभिकल्प का संदर्भ REFER TO ASSLY. DRG.			
								नग क्रमांक ITEM NO.			
								सर्वां की संख्या NO. OF ITEMS			
शीर्षक/TITLE				HIGH FIN (WRAPPED ON FIN TUBE)				अभिकल्प संख्या/DRAWING NO. 21660170058			
पृष्ठ संख्या/Sheets No.				01				पृष्ठों की संख्या/No. of Sheets			
01				23				24			

31140004 4.0211/DRAWING NO.



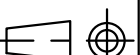
VAR.		L	L ₁	L ₂	TOTAL WT. (kg)	REF. GMS/ CBOM NO.
	CODE NO.					
	SPEC. NO.					
00	W96716601570	2526±3	2469±1	28	1.90	01660570011
	HE57065					

03	SOLDER WIRE	IS:1921 Gr.35
02	FIN	CU
01	BASE TUBE	90:10 CU—NI
ITEM NO.	DESCRIPTION	MATERIAL



01. HIGH FINNED TUBES SHALL BE SUPPLIED WITH BASE TUBE DIA 14X1 mm OF 90/10 Cu Ni MATERIAL AND FINS MADE FROM 0.4 mm THICK CONTINUOUS COPPER SHEET WRAPPED ON THE TUBE.
2. ROOT OF FIN TO BE SOLDERED WITH BASE TUBE.
3. SOLDER WIRE SHALL CONFIRM TO IS:1921 Gr 35.
4. THE BONDING OF FINS TO BASE TUBE SHOULD BE PERFECT WITH OUT AIR GAP FOR EFFECTIVE HEAT TRANSFER. THE BONDING SHALL ALSO ,BE MECHANICALLY STRONG AND ROBUST TO MAKE THE TUBE SUITABLE FOR THIER USE IN AIR COOLERS OF HIGH RATING THERMAL T.G. SET, IF NECESSARY BASE TUBES CAN BE TINNED FOR PROPER BONDING/ SOLDERING .
5. THE TUBES SHALL BE SUPPLIED EXACTLY AS PER GEOMETRICAL DETAIL AS INDICATED IN DRAWING.
6. 90/10 CUPRO-NICKEL BASE TUBE SHALL CONFIRM EXACTLY TO OUR SPECIFICATION NO. AA12130. ALL TEST CERTIFICATES (CHEMICAL, MECH, HYD. TEST ETC.)
7. THE FINS SHALL BE MADE FORM 99.9% COPPER.
8. THE FINNED TUBE SHALL CONFIRM TO SPECIFICATION HE57065.
9. 100% TUBES SHALL BE SUBJECTED TO HYDRAULIC TEST AS PER HE57065.
10. TUBES ENDS SHALL BE FREE FROM SOLDER MATERIAL, CHEMICAL ETC. FOR DIRECT USE FOR ROLLER EXPANSION.
11. TUBES SHALL BE PACKED SUITABLY TO AVOID ANY DAMAGE OF TUBE DURING HANDLING TRANSPORTATION AND STORAGE.
12. ONE SAMPLE OF EACH TYPE TO BE TESTED FOR BONDING STRENGTH BETWEEN, FIN AND TUBE AS PER BHEL APPROVED PROCEDURE.

ONE NUMBER OF 90/10 CUPRO-NICKEL BASE TUBE OF LENGTH 1.5M IS
TO BE SUPPLIED FOR THE LOT OF 150 TUBES.

अमत्य विमाओं का वर्ग GRADE OF UNTOLERANCED DIMENSION			सी.बी.ओ.ए./C.B.O.M. 01660570011			ऑथरिजेशन का नंबर STATUS OF DRG. U		उत्पाद का प्रकार या ग्राहक/परियोजना का नाम TYPE OF PRODUCT OR NAME OF CUSTOMER/PROJECT				660 MW EXCITER AIR COOLER				
मशीनिंग - एए0230208 एस MACHINING - AA0230208 m			सहमत विभाग AGREED DEPTT.		नाम/NAME	हस्ताक्षर/ SIGN.	दिनांक/DATE	 भारत हेवी इलेक्ट्रिकल्स लिमिटेड, रानीपुर, हरिद्वार BHARAT HEAVY ELECTRICALS LIMITED, RANIPUR, HARDWAR				नाम/NAME	हस्ताक्षर/SIGN	दिनांक/DATE	अंशित संख्या No. of Var.	
वेल्डिंग - एए0621104 को थ्रेणो वो WELDING-CLASS 'B' OF AA0621104			WT.		B.L.MEENA	sd/--	17.10.14					ANIL	sd/--	10.10.14		
गेस कटिंग - एए0621101 को साराणो 3 GAS CUTTING-TABLE 3 OF AA0621101												नाविनका NEW INK CHD	ASHISH	sd/--	17.10.14	
													S.KANT	sd/--	17.10.14	
मशीनिंग REV.	दिनांक DATE	मशीनिंगकरता ALTERED BY चक्रवर्ती CHD	मशीनिंग REV. 01	दिनांक DATE 10.3.15	मशीनिंगकरता ALTERED BY चक्रवर्ती CHD	SUSHIL ASHISH	विभाग DEPTT.	हीट एक्सचेंजर अभि. HXE		अनुपात/SCALE NTS	भार क्रि.पा. WEIGHT (KG) SEE TABLE	असंबन्धी अधिकृत्य का संदर्भ REFER TO ASSLY. DRG. SEE TABLE			नया क्रमांक ITEM NO. 18	प्राचीन क्रमांक NO. OF ITEMS 245
						HXE-15-F0020			ऑथरिजेशन का नंबर STATUS OF DRG. ①			अधिकृत्य संख्या/DRAWING NO. 21660570032			पृष्ठ संख्या/Sheets No. 01	पूरा की संख्या/No. of Sheets 23
						UPDATED AS MARKED-①			शीर्षक/TITLE FINNED TUBE			कार्ड कोड CARD CODE			4	3

ANNEXURE-VIII

(PRICE VARIATION FORMULA)

PRICE VARIATION FORMULA

S.No	Material Code	Total Weight of one finned tube (In Kg) (W)	Total Copper used in one tube (In kg)	Total Nickel used in one tube (In kg)	% Cu (Y)	% Ni (Z)
1	W96716601503	3.647	3.378	0.184	92.62%	5.05%
2	W96716601490	3.296	3.052	0.167	92.60%	5.07%
3	W96716601570	1.9	1.686	0.092	88.74%	4.84%

.

PVC for Payment Purpose

% variation of LME prices of Cu & Ni will be given to vendor as described below:

- **Change in rate of Cu (Per tube):** $W \times \{Cu(p) - Cu(o)\} \times Y / Ex(o)$
- **Cu (p):** Average Cash Official LME prices of Cu in INR/Kg from <https://metals.argusmedia.com>, one month prior to the date of contractual delivery or actual delivery (previous day in case, LME rate are not published or holiday), whichever is lower.
- **Cu (o):** Average Cash Official LME prices of Cu in INR/Kg from <https://metals.argusmedia.com>, on the date of Enquiry (previous day in case, LME rate are not published or holiday).
- **Change in rate of Ni (Per tube):** $W \times \{Ni(p) - Ni(o)\} \times Z / Ex(o)$
- **Ni (p):** Average Cash Official LME prices of Ni in INR/Kg from <https://metals.argusmedia.com>, one month prior to the date of contractual delivery or actual delivery (previous day in case, LME rate are not published or holiday), whichever is lower.
- **Ni (o):** Average Cash Official LME prices of Ni in INR/Kg from <https://metals.argusmedia.com>, on the date of Enquiry (previous day in case, LME rate are not published or holiday).
- **Exchange Rate [Ex (o)]:** The exchange rate (TT selling rate of SBI) on the “Date of Enquiry” (previous day in case of holiday).

Price Variation (per tube) = Change in rate of Cu (Per tube) + Change in rate of Ni (Per tube)

- **=W x [{Cu (p) - Cu (o)} x Y + {Ni (p) - Ni (o)} x Z] / Ex (o)**

ANNEXURE- IX

General Instructions and Standard Terms & Conditions (GISTC)

For Indian Bidders



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Indian Bidders (Version April-2019, Rev: 04)

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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). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION.

- 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.
- An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- 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.**

- TENDER ROOM is located at: Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.



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- c) 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.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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
- j) 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.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected outrightly. Only e-portal bid will be accepted.

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 on that particular day. General authorization letter is not acceptable.

Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.

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.



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- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.
- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company.

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- 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) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.

NB: Financial evaluation of L1, L2Status 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.

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



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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) Where items of Purchase Order are independently usable.

Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

b) Where the total items are required for a main equipment and items are interdependent.

Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

- c) 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.
- d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- f) **DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

g) **DELIVERY AGAINST BANK DOCUMENTS:** In case payment terms quoted by bidder are documents through bank, and 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.
- d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.
- e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.
- f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.
- g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be

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recoverable from Vendor along with interest levied / leviable on BHEL.

- h) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.

i) The loading criteria for the different payment terms shall be as under;

Payment Terms	Days of Loading
After Receipt & Acceptance of material within 75 days of supply.	No Loading
Against Delivery at BHEL-Stores Haridwar.	45
Against documents through bank (CAD):	45
Letter of Credit (LC)	120
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days' difference i.e. difference between 120 days and usance period if the usance period is < 75 days.
Advance	Delivery Period + 120 Days - Advance Payment Days.

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.

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



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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 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.

l) 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.



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- 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 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.



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- 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.

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.

JURIDICITION: 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



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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) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

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: -

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. 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.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. 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.
7. 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 **25%** 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 **25%**

quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.

8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
 - a) In case of proprietary MSE, proprietor shall be Woman.
 - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** 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.
13. 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.
14. 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.



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15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
16. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.
17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

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 AGM (SDX/MM) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in
- d) Copy of this Tender Enquiry is being sent through the post.

25. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 of government of INDIA. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. Default purchase preference shall be 20% to local suppliers with default minimum local content of 50% for all items / works / services unless any of the Nodal Ministry has

prescribed, or prescribe in future lower or higher percentage of purchase preference and/or local content in respect of any items / works / services in which case the purchase preference and/ or local content for that particular items / works / services shall be as prescribed by the Nodal Ministry.

- C. Vendor to specifically confirm if they are local supplier or not as per above mentioned notification. Accordingly, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content. 'Local Content' means the mount of value added in India, which shall, unless otherwise prescribed, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the Local Supplier shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. Requirement of Purchase Preference: Purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder-
 - a. "In Procurement of Goods, Services or Works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of below sub-paragraph b or c, as the case may be, shall be apply".
 - b. "In the procurements of goods or work which are not covered by above paragraph a and which are divisible in nature, the following procedure shall be followed";
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.



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- ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preferences shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. "In procurements of goods or works not covered by subparagraph E.a) and which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1
- ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price, falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- F. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018
- H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement (Preference to make in India), Order 2017 (revision) :-
- a. If L1 bid is not from local Supplier and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) -
- b. If Local Supplier (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and local supplier matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to Foreign bidder.

Note : L1 Price refers to lowest evaluated / landed cost to company.

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 28.05.2018.

26. 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



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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.

e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;

1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.

2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. **Compensation in respect of each of the victims:**

(i) In the event of death or **permanent disability** resulting from **Loss of both limbs:** Rs. 10,00,000/- (Rs. Ten Lakh).

(ii) In the event of **other permanent disability:** Rs. 7,00,000/- (Rs. Seven Lakh).

4. **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employees Compensation Act, 1923."

ANNEXURE-X

General Instructions and Standard Terms & Conditions (GISTC)

For Foreign Bidders



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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). In case of placement of order these conditions will become part of purchase order until unless the deviations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION.

- 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.
- An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- 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.

- TENDER BOX is located at TENDER ROOM, Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

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



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- c) 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.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. 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.
- e) 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.
- 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.
- k) In case of e-Tendering (Online bidding through e portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected outrightly. Only e-portal bid will be accepted.

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 on that particular day. General authorization letter is not acceptable.

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



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Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.

5. SPECIFICATION, DRAWINGS & STANDARD.

- Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.

- In case the vendor quotes the prices on CFR basis and BHEL accepts the delivery term on CFR, 0.25 % (of CFR Value) towards port handling charges & 1.5 % (of CFR Value) towards inland freight or actual freight charges as per BHEL freight rate contract whichever is higher, shall be loaded in the prices for ascertaining the landed cost to decide the comparative status of the prices.
- However, if BHEL agrees to accept the FOB delivery terms, the FOB prices shall be loaded 2.0% (of FOB Value) towards sea freight, 0.25% (of FOB Value) towards port handling charges & 1.5% (of FOB value) towards inland freight for ascertaining the landed cost to decide the comparative status of the prices.
- Basis of Evaluation for Bid / Quotation in foreign currency:**
 - Currency exchange rate (TT selling rates of SBI) for evaluation of the bid / quotation received in foreign currency will be as follows:
 - Single part bid – Date of tender opening.
 - Two / Three-part bid – Date of part 1 opening.
 - Reverse auction – Date of part-1 opening.

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

g) Evaluation of Indian Agents Commission:

- BHEL prefers to deal directly with foreign bidder, wherever required, for procurement of Goods. However, if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure compliance to applicable guidelines.
- The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of

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technical bid opening shall be considered for computation of Agency commission.

3. In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.

h) While submitting your bids please clearly indicate:

1. Expected weight of goods (lots wise).
2. The size of packed goods.
3. Whether the goods can be dispatched in containers?
4. Port of Loading.
5. 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) 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.
- c) 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).
- d) Any demurrage / Godown Rent payable to the Port Authorities due to any delay attributed by the supplier will be recovered from supplier's account.
- e) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is to be provided mandatorily. However, a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- f) 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).
- g) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- h) 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

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shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).

- i) 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.
- j) 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.
- k) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- l) **The invoices being issued by shipping lines must be in the name of BHEL. Any loss in GST due to submission of discrepant document will be recovered from supplier / vendor.**
- m) 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.
- n) If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent to BHEL as detailed in para "p" (below), 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@bhelh.in (in case of Sea Shipments)

Email: msair@bhel.in and ppximx@bhelh.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 shipments 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 BHEL- Mumbai office (Address at Para "p-II") with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings (BL) may be routed through bank based on the other agreed terms and conditions of purchase order.

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

b) Where the total items are required for a main equipment and items are interdependent.

Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the

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Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

“In case of CFR shipment where BHEL accepts the date of inspection as the date of delivery for the purpose of penalty, the vendor has to ensure the shipment within 30 days for containerized cargo and 45 days maximum for Break bulk cargo from the date of inspection. Any delay, beyond this period, which is not attributable to BHEL shall be considered for application of penalty.”

“In case of FOB shipment, vendor has to intimate the readiness of cargo after inspection to BHEL nominated Freight forwarder minimum 15 days in advance for containerized cargo and 30 days in advance for Break bulk cargo before the FOB delivery date. The delay in shipment due to late intimation to BHEL nominated freight forwarder and not attributable to BHEL will be considered for application of penalty”.

- c) 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.
- d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- f) 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) 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.
- d) 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.
- e) In case of payment after receipt and acceptance of material, 100% payment will be made within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment may get delayed.

The loading criteria for the different payment terms shall be as under;

Payment Terms		Days of Loading
After Receipt & Acceptance of material within 75 days of supply.		No Loading
Against Delivery at BHEL-Stores Haridwar.		45
Against documents through bank (CAD):		45
Letter of Credit (LC)		120
Usance LC	No Loading if usance period is > 120 Days.	
	Loading of days difference i.e difference between 120 days and usance period if the usance period is < 120 days.	
Advance	Delivery Period + 120 Days -Advance Payment Days	

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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 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.

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

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

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

16. TRANSIT INSURANCE.

a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/ AWB, Invoice value etc.) to Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.

b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

17. PHYTOSANITARY CERTIFICATE:

a) As per the Indian Law, all consignments being imported into India by air / sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in

your offer / dispatch documents that the required phytosanitary certificate will be submitted.

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:

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- 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.

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 the 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 to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the

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

JURIDICITION: 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 AGM(SDX/MM) 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. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 of government of INDIA. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. Default purchase preference shall be 20% to local suppliers with default minimum local content of 50% for all items / works / services unless any of the Nodal Ministry has prescribed, or prescribe in future lower or higher percentage of purchase preference and/or local content in respect of any items / works / services in which case the purchase preference and/ or local content for that

particular items / works / services shall be as prescribed by the Nodal Ministry.

- C. Vendor to specifically confirm if they are local supplier or not as per above mentioned notification. Accordingly, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content. 'Local Content' means the mount of value added in India, which shall, unless otherwise prescribed, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the Local Supplier shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. **Requirement of Purchase Preference:** Purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder-
 - a) "In Procurement of Goods, Services or Works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of below sub-paragraph b or c, as the case may be, shall be apply".
 - b) "In the procurements of goods or work which are not covered by above paragraph a and which are divisible in nature, the following procedure shall be followed";
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

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- ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preferences shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) "In procurements of goods or works not covered by subparagraph E.a) and which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1
- ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price, falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

F. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018.
- H. "For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement (Preference to make in India), Order 2017 (revision) :-
- a. If L1 bid is not from local Supplier and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) -
- b. If Local Supplier (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and local supplier matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to Foreign bidder.

Note : L1 Price refers to lowest evaluated / landed cost to company.

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 28.05.2018.

24. 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

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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.

e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;

1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.

2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. **Compensation in respect of each of the victims:**

(i) In the event of death or **permanent disability** resulting from **Loss of both limbs:** Rs. 10,00,000/-(Rs. Ten Lakh).

(ii) In the event of **other permanent disability:** Rs. 7,00,000/- (Rs. Seven Lakh).

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employees Compensation Act, 1923."

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ANNEXURE-XI

Certificate by Chartered Accountant on letter head

This is to Certify that M/s
(hereinafter referred to as 'company') having its registered office atis
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

ANNEXURE-XII

SELF CERTIFICATION FORMAT

As per Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, P-45021/2/2017-PP (BE-II) dated 28.05.2018 & P-45021/2/2017-PP (BE-II) dated 25.09.2019, it is hereby certifying that we

.....
(supplier name) are local supplier and will meet the requirement of minimum local content defined by Nodal Ministries/Departments as per above orders for the material against Enquiry No.

Details of location at which local value addition will be made is as follows:

.....
.....
We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier

Annexure XIII
Risk Purchase Clause

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfilment 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.

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason attributable to the contractor/ supplier.
4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work/supply in case of Termination of Contract

LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.

Method for calculation of "LD against delay in executed work/supply" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
- ii. Let the value of executed work/supply till the time of termination of contract= X
- iii. Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- iv. Delay in executed work/supply attributable to contractor/supplier i.e.
$$T2 = \left(1 - \frac{X}{Y}\right) \times T1$$
- v. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

Note: In case portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.