



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

Tender No.: F/T237/2019/4308/K/1**Date of Enquiry: 18.03.2020****Due Date: 08.04.2020****Sub: BHEL-HEEP/OPEN-TENDER (Welded Stainless Steel 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/T237/2019/4308/K/1	W97711600038 WELDED AUSTENITIC SS TUBE GR.316 (FOR OIL COOLER) SPEC: AA10753 REV: 09 SIZE: 10X1, L=4505MM DIM.: ODXTK,L	18600
2		W97732665104 TUBE SS SPEC: AA10753 REV: 09 SIZE: 16x0.889 L=1150	800
3		W97732665678 WELDED AUSTENITIC SS TUBE GR 304 SPEC: AA10753 REV: 09 SIZE: 19X0.889, 1300 DIM.: ODXTK, L	1744
4		W97732665244 TUBE WELDED SS, GR. 304 SPEC: AA10753 REV: 09 SIZE: 16X0.889, L=3041	403
5		W97711600046 WELDED AUSTENITIC SS TUBE GR.304 (FOR OIL COOLER) SPEC: AA10753 REV: 09 SIZE: 10X1, L=4505MM DIM.: ODXTK,L	18600

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-I) will be considered for further technical evaluation.

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.

Important Date & Time:

- Enquiry Issue Date: 18.03.2020
- Last Date of Tender Documents Download: 07.04.2020 (11:45 PM)
- Last Date of Tender Document Submission: 08.04.2020 (before 1:45 PM)
- Tender Opening Date: 08.04.2020 (2:00 PM)

Please note that tender received after due date & time (i.e. 01.45 PM on 08.04.2020) 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-

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 Welded SS Tube as per Spec. AA10753 REV: 09 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-V (Details of Items)**

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

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.

DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for procurement of Welded SS Tube as per Spec. AA10753 REV: 09.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for procurement of Welded SS Tube as per Spec. AA10753 REV: 09.

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. All vendors are requested to quote delivery schedule as per enquiry condition.
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. 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.**
17. 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 1.25 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-I.
- 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- VI** - 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- VIII.

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 “**WELDED STAINLESS STEEL TUBE**” AGAINST TENDER NO. **F/T237/2019/4308/K/1** DUE ON **08.04.2020**.
- 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 “**WELDED STAINLESS STEEL TUBE**” AGAINST TENDER NO. **F/T237/2019/4308/K/1** DUE ON **08.04.2020**

ANNEXURE-I**Pre-Qualification Requirement for Welded Stainless Steel 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	a) Bidder/ Vendor i.e. Qualified Equipment Manufacturer (QEM) should have successfully manufactured and supplied tubes (as per ASTM A249/ASME SA249/ASTM A688/ASME SA688) of Outer Diameter 50.8 mm or below, thickness 1.2446 mm (18 BWG) or below and length 1.0 meters or above, for order fulfilling the following conditions: i) <u>One Order</u> of minimum <u>5 Tons</u> . ii) Purchase Order (PO) date for each order should be within 7 years from the date of enquiry. b) In support of the above Clause 1(a), QEM to submit following documents: i) Un-priced copy of Purchase Order. ii) Certificate from the Purchaser/ End User as per Annexure-II for successful installation/ operation of tubes.	
2	QEM shall have minimum following in-house manufacturing/testing facilities: Online Tube manufacturing mill(s) having processes like forming, welding, Heat Treatment (Bright Annealing), Eddy current testing etc. as an automatic continuous process without any manual intervention. In support of this, Bidder/ Vendor (Qualified Equipment Manufacturer) to submit signed and stamped Annexure III.	
3	Purchase Orders via which QEM/Principal/Collaborator is qualifying clause 1(a)/ 2 should have manufactured on in-house online tube mills. In support of this, QEM needs to furnish quality plan/internal reports/self-declaration etc. corresponding to the above particular POs, clearly indicating the manufacturing of tube on deployed online tube mills.	
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/306 Rev:02" at Annexure VIII. For NTPC project inspection by third party (LRS/TUV/BV) for import and Inspection by NTPC/End Customer & BHEL nominated agency 'BVIL' for indigenous as per finally customer/NTPC approved QP applicable. For Non-NTPC project inspection by third party (LRS/TUV/BV) for import and Inspection by BHEL nominated agency 'BVIL' for indigenous as per BHEL approved QP applicable.	
Note- This is applicable for both registered as well as un-registered vendors.		

Signature with stamp

Name:

Name of Firm:

Designation:

Date:

ANNEXURE-II

Date:

CONDENSER TUBE PURCHASER/ END USER CERTIFICATE

(to be furnished by Purchaser/ End User)

This is to certify that **M/s** have manufactured and supplied tubes as per ASTM A249/ ASME SA249 Welded Stainless Steel having details as given below for heat exchanger.

- (i) Purchase Order No. :
- (ii) Date of Purchase Order :
- (iii) Tube Outer Diameter : mm
- (iv) Tube Thickness : mm
- (v) Tube Length :mm
- (vi) Total Weight of Tubes : Tons
- (vii) Power Plant/ Facility name :
- (viii) Location :
- (ix) Commissioning Date of Heat Exchanger :

This is to be certified that condenser is successfully erected and hydro tested without any problem reported on account of heat exchanger tubes.

Name of the Organization :
Address :

Signature :

Name of the Signatory :

Designation :

Phone No :

Email :

Date of issue :

Seal & Stamp of the
Organization :

Note: *If Purchaser's/End User's letter head is in language other than English then translation in English shall be written below header.*

ANNEXURE-III

Date:

DETAILS OF ON-LINE TUBE MILL(S)

This is to certify that M/s.....has following in-house On-line Tube Mill(s) for manufacturing of Condenser Tubes having following details and functions of mill(s):

- 1) Online Tube Mill Brand :
- 2) Date of Induction :
- 3) Welding : ☐
- 4) Forming : ☐
- 5) Heat treatment (Bright Annealing) : ☐
- 6) Eddy Current Testing : ☐
- 7) Any other facility (on On-line Tube Mill):
.....
.....
.....

Name of the Manufacturing Facility :

Address :

Signature :

Name of the Signatory :

Designation :

Phone No :

Email :

Seal & Stamp of the

Organization :

Note: If bidder's letter head is in language other than English then translation in English shall be written below header.

ANNEXURE-IV

LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER

- | | |
|--|--------------------------|
| 1) Signed and stamped Annexure II | ☐ |
| 2) Signed and stamped Annexure III | ☐ |
| 3) Quality plans/internal reports/ self-declaration for the manufacturing of tubes on on-line tube mills as per point (2) above. | ☐ |

ANNEXURE-V**(Item Details and Delivery Schedule)**

S. No	Material Code	Material Description	Total Qty. (Nos)	Lot Quantity (Nos)	Customer	Delivery
1	W97711600038	WELDED AUSTENITIC SS TUBE GR.316 (FOR OIL COOLER) SPEC: AA10753 REV: 09 SIZE: 10X1, L=4505MM DIM.: ODXTK,L	18600	9300 9300	NTPC NTPC	15.06.2020 15.06.2020
2	W97732665104	TUBE SS SPEC: AA10753 REV: 09 SIZE: 16x0.889 L=1150	800	400 400	NON-NTPC NON-NTPC	15.06.2020 15.06.2020
3	W97732665678	WELDED AUSTENITIC SS TUBE GR 304 SPEC: AA10753 REV: 09 SIZE: 19X0.889, 1300 DIM.: ODXTK, L	1744	872 872	NTPC NTPC	15.06.2020 15.06.2020
4	W97732665244	TUBE WELDED SS, GR. 304 SPEC: AA10753 REV: 09 SIZE: 16X0.889, L=3041	403	403	NTPC	15.06.2020
5	W97711600046	WELDED AUSTENITIC SS TUBE GR.304 (FOR OIL COOLER) SPEC: AA10753 REV: 09 SIZE: 10X1, L=4505MM DIM.: ODXTK,L	18600	9300 9300	NON-NTPC NTPC	15.06.2020 15.06.2020

NOTE:

1. The quantity indicated above can be increased/ decreased.
2. For the items required against NTPC project are to be procured from customer approved vendors only. Vendors who are not presently 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.
3. For NTPC project inspection by third party (LRS/TUV/BV) for import and Inspection by NTPC/End Customer & BHEL nominated agency 'BVIL' for indigenous as per finally customer/NTPC approved QP applicable.
4. For Non-NTPC project inspection by third party (LRS/TUV/BV) for import and Inspection by BHEL nominated agency 'BVIL' for indigenous as per BHEL approved QP applicable.

ANNEXURE-VI**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	For foreign Vendors- Confirm that you have quoted your rates with CFR Landing Port with third party inspection charges separately. For Indigenous Vendors- Confirm that you have quoted your rates on FOR Destination basis.	
8	Confirm that Loading Port has been mentioned.	
9	Confirm that price will be firm till execution of order.	
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’ and Customer/NTPC for indigenous as per finally NTPC/Customer approved QP.	
17	Kindly confirm you have submitted Quality Plan “QA/BI/QP/306 Rev:02” 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.	

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	
30	If bidder is other than manufacturer provide the details of principal manufacturer from which they will supply the material	

ANNEXURE-VII

(Specification AA10753 Rev: 09)



CORPORATE PURCHASING SPECIFICATION

AA 107 53

Rev. No. 09

PAGE 1 OF 9

WELDED AUSTENITIC STAINLESS STEEL TUBES FOR CONDENSERS AND HEAT EXCHANGERS

1.0 GENERAL:

This specification governs the quality requirements of welded/welded and drawn, austenitic stainless steel tubes from 10mm to 40mm outside diameter.

2.0 APPLICATION:

For use in Condensers and Heat Exchangers.

3.0 CONDITION OF DELIVERY:

The material shall be furnished in the heat treated condition as per clause 7.4 of this specification.

4.0 COMPLIANCE WITH NATIONAL STANDARDS:

There is no national standards for covering this material. However, this specification is based on ASTM A 249-2011, TP 304: "Welded Austenitic Steel, Boiler, Superheater, Heat exchanger and Condenser Tubes" and ASTM A 1016: "Specification for General requirements for Ferritic alloy steel, Austenitic alloy steel and stainless steel tubes".

5.0 DIMENSIONS AND TOLERANCES:

5.1 Sizes:

The tubes shall be supplied to the dimensions specified in BHEL order

5.2 Tolerances:

The tolerances on outside diameter, wall thickness and length shall comply with the following:

5.2.1 Tolerance on outside diameter:

Specified outside diameter, mm	Tolerance, mm
Upto 25.4	± 0.10
Over 25.4 to 40	± 0.15

Revisions :

CI 24.1 of MOM of MRC-NFCW+HE

APPROVED :

INTERPLANT MATERIAL RATIONALISATION
COMMITTEE-MRC (NFCW+HE)

Rev. No. 09

Amd.No.

Reaffirmed

Prepared

Issued

Dt. of 1st Issue

Dt: 06.06.2012

Dt :

Year :

HARDWAR

Corp. R&D

APRIL, 1983

AA 107 53

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CORPORATE PURCHASING SPECIFICATION

**5.2.2 Tolerance on wall thickness:**

Wall thickness tolerances shall be $\pm 10\%$ of nominal wall thickness.

5.2.3 Tolerances on specified length of tubes:

Specified length of tube, metre	Tolerance, + mm
Upto 7	3.0
Over 7 upto 10	6.0
Over 10 upto 13	9.0
Over 13	12.0

5.2.4 Seam height:

The projection of weld seam inside the tube shall be ≤ 0.05 mm.

5.2.5 Straightness:

Straightness of finished tube shall not deviate by more than 0.75mm in any 900mm length.

6.0 PROCESS FOR RAW MATERIAL:

The steel shall be made by any process.

The primary melting is permitted to incorporate degassing or refining and is permitted to be followed by secondary melting, such as electroslog remelting or vacuum-arc remelting.

When steel of different grades is sequentially strand cast, the resultant transition material shall be removed using an established procedure that positively separates the grades.

7.0 MANUFACTURE:

7.1 Tubes shall be made from flat-rolled steel by an automatic welding process with no addition of filler metal.

7.2 Subsequent to welding and prior to final heat treatment, the tubes shall be cold worked either in both weld and base metal or in weld metal only. When cold drawn minimum reduction in cross-section area shall be 20%.

7.3 All lubricants used in the manufacture of tubes shall be removed from all surfaces prior to heat treatment. If any lubricant has been applied to the inside surface, tubes shall have the cleanliness of their inside surface confirmed by blowing close fitting acetone soaked felt plugs through at least 10% of the tubes. Dry (oil free) air or inert gas shall be used to blow the plugs through the tubes. If the plugs blown through the tubes show discolouration, all the tubes that have lubricant applied to the inside surface during manufacture shall be recleaned. After recleaning, check on 10% of the tubes shall be made as stated above, chloride content in the lubricant shall not exceed 50 ppm.

7.4 Material shall be heat treated by heating it to temperature range of 1040 to 1065° C and quenching in water or rapidly cooling by other means to sufficiently low temperature to avoid carbide precipitation.

The tubes, after final heat treatment, shall be chemically descaled/pickled free from scale and passivated. When heat treatment is done in reducing atmosphere, pickling is not necessary.

7.5 The chlorine content in DM water during final ringing shall be limited to 10 ppm.

CS-920 21/3/13



CORPORATE PURCHASING SPECIFICATION

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8.0 FREEDOM FROM DEFECTS:

8.1 Finished tubes shall have smooth ends free from burrs. They shall be free from cracks, seams, scale, deleterious films in the bore and other harmful defects.

8.2 Surface roughness:

For the inner surface with the exception of weld seam, the roughness in longitudinal direction shall be allowable with in $R_a = 2$ microns or $R_z = 10$ microns.

9.0 CHEMICAL COMPOSITION:

The analysis of material shall be as follows:

Element	Weight percent	
	min.	max.
Carbon	-	0.08
Manganese	-	2.00
Phosphorus	-	0.045
Sulphur	-	0.030
Silicon	-	1.00
Nickel	8.0	11.00
Chromium	18.0	20.00

10.0 MECHANICAL PROPERTIES:

10.1 Tensile test:

Material of tube, when tested in accordance with ASTM A 370, shall show the following properties:

Ultimate tensile strength : 515 MPa, min.

Yield strength : 205 MPa, min.

Elongation on 50 mm gauge length : 35 percent, min.

10.2 Hardness:

The tubes shall have a hardness number not exceeding Rockwell No. B 90.

11.0 TEST SAMPLES:

11.1 Heat analysis:

An analysis of each heat of steel shall be made by the steel manufacturer to determine the percentage of elements specified in clause 9.0.

If the secondary melting processes of clause 6.0 employed, the heat analysis shall be obtained from one remelted ingot or product of one remelted ingot of each primary melt. The chemical composition thus determined shall conform to the requirements specified in clause 9.0.

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CORPORATE PURCHASING SPECIFICATION



11.2 Product analysis:

An analysis of one tube shall be made for each heat. The chemical composition thus determined shall conform to the requirements specified in clause 9.0.

11.2.1 If the original test for product analysis fails, retests of two additional tubes shall be made. Both the results for the element in question shall meet the requirements of this specification. Otherwise, all remaining material in the heat or lot shall be rejected or at the option of the manufacturer, each tube may be individually tested for acceptance. Tubes which do not meet there requirements of specification shall be rejected.

11.2.2 Lot Size:

For **flattening, flange and residual stress** requirements, the term lot applies to all tubes prior to cutting of the same nominal size and wall thickness which are produced from the same heat of steel. When final heat treatment in batch type furnace, a lot shall include only those tubes of same size and from the same heat which are heated in the same furnace charge. When the final heat treatment is in a continuous furnace, the number of the tubes of the same size and from the same heat in a lot shall be determined from the size of the tubes as prescribed in Table -I given below:

For **tension and hardness** requirements, the term lot applies to all tubes prior to cutting of the same nominal diameter and wall thickness which are produced from the same heat of steel. When final heat treatment is in batch type furnace, a lot shall include only those tubes of the same size and the same heats which are heat treated in the same furnace charge. When the final heat treatment is in a continuous furnace a lot shall include all tubes of the same size and heat, annealed in the same furnace at the same temperature, time of heat and furnace speed.

TABLE-I

Number of tubes in a lot heat treated by the continuous process shall be as below:

Size of tube	Size of lot
50.8 mm and below but over 25.4mm in outside diameter and under 5.1mm in wall thickness	Not more than 75 tubes
25.4 mm or less in outside diameter	Not more than 125 tubes

Note:

The lot shall be made from the finished tubes of ordered length with cutting margin for eddy current testing.

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12.0 MECHANICAL TESTS ON FINISHED TUBES:

12.1 Tension Test:

Tension test shall be made on two specimens from each lot as per ASTM A 370 and shall meet the requirements as given in clause 10.1.

12.2 Hardness Test:

Material of tube when tested shall not show hardness more than as specified in clause 10.2. Specimens shall be taken from two tubes from each lot.

12.3 Reverse Bend Test:

When tested in accordance with ASTM A 249, there shall be no evidence of cracks or of overlaps resulting from the reduction in thickness of weld areas by cold working. One test shall be made on specimen from each 450 m of finished tubing.

12.4 Flattening Test:

One flattening test shall be made on each end of one finished tube per lot, not the one used for flange test. The test shall be conducted as per ASTM A 1016.

12.5 Flange Test:

One flange test shall be made on each end of one finished tube per lot, not the one used for flattening test. The test shall be conducted as per ASTM A 1016.

13.0 INTERGRANULAR SUSCEPTIBILITY TEST:

One inter granular test shall be made on one specimen per heat of the finished tube covering the weldment and the parent metal as per ASTM A 262 practice E. The specimen bent according to practice E shall not show any sign of fissures either on the weldment or on the parent metal.

14.0 RESIDUAL STRESSES:

The residual circumferential stresses after tube straightening shall be kept as low as possible. In any case these shall be limited to 4 kg/mm² (compressive or tensile). One specimen shall be tested per lot. Procedure for residual stress measurement shall be approved by BHEL.

15.0 EDDY CURRENT TSET:

Each tube shall be subjected to eddy current tested as per ASTM E 426 and any tube failing to pass the standard shall be rejected.

16.0 PRESSURE TEST:

Unless otherwise specified, any one of the following tests shall be conducted on each tube:

- Hydraulic test or Air under water pressure test as per ASTM A 1016. Demineralised water shall be used for testing having chloride content not exceeding 10 ppm.
- Helium leak test or Air-air differential pressure test, after getting approval for test method by BHEL.

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**CORPORATE PURCHASING
SPECIFICATION****17.0 QUALITY REQUIREMENT:**

Manufacturer shall furnish quality plan on BHEL format along with their quotation. Quality plan shall be approved by BHEL, identifying the check points for witnessing the inter stage / final inspection testing by BHEL/its customer/third party, for compliance before start of manufacture.

18.0 RETESTS:

Should any one of the test specimens first selected by BHEL representative fails to pass the mechanical tests, the tube from which the specimen was taken shall be rejected and further tubes from the same batch shall be selected for testing. Should any of the test specimen from this additional samples fail, the batch represented by them shall be liable for rejection.

19.0 INSPECTION AT SUPPLIER'S WORKS:

BHEL's representative shall have a free access at all times until work on contract of BHEL is being performed shall offer BHEL'S representatives all reasonable facilities without charge to satisfy the latter that the material is being furnished in accordance with this specification.

20.0 TEST CERTIFICATES:

Three copies of the test certificate shall be supplied, unless otherwise stated on the order. The test certificate shall bear the following information:

In addition, supplier shall ensure to enclose one copy of each test certificate along with the despatch documents to facilitate quick clearance of material.

AA 107 53, Rev.09 : Welded Austenitic Stainless Steel Tubes for Condensers and Heat Exchangers

BHEL Order No.

Suppliers' s Name.

Test certificate No.

Size, and quantity

Identification marks

Process of manufacture

Heat treatment batch No.

Percentage reduction in cross section area if applicable (for welded & drawn tubes).

21.0 TEST RESULTS:

Results of chemical analysis, mechanical properties and all other tests shall be given as mentioned at clause numbers 12.0, 13.0, 14.0, 15.0, 16.0, 17.0 & 18.0 for each lot and heat, whichever is applicable.

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22.0 DOCUMENTS TO BE FURNISHED:

Following documents shall be furnished along with the offer:

1. A process chart clearly indicating the sequence of manufacturing.
2. Purchase specification for strips.
3. Heat treatment details.
4. Welding procedure and weld details.
5. Packing box drawing
6. Quality plan.

23.0 CHECKLIST:

Each supplier shall fill the enclosed check list as per Annexure-A and submit the same along with each batch.

24.0 PACKING AND MARKING:

Shall be as per BHEL standard AA 049 00 02: Preservation packing and marking of heat exchanger tubes.

25.0 REFERRED STANDARDS (Latest Publications Including Amendments):

- | | | |
|---------------|---------------|----------------|
| 1) AA 0490002 | 2) ASTM A 249 | 3) ASTM A 262 |
| 4) ASTM A 370 | 5) ASTM E 426 | 6) ASTM A 1016 |

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**CORPORATE PURCHASING
SPECIFICATION****ANNEXURE - A (Clause 23.0)****CHECK LIST FOR AA 107 53: WELDED AUSTENITIC STAINLESS STEEL TUBES FOR
CONDENSERS AND HEAT EXCHANGERS****(To be filled by Supplier)**

- A. Name of Principal Supplier :**
- B. Name of Indian Agent :**
- 1.0 Grade of material as per specification : Yes/No
- 2.0 Mechanical properties as per specification : Yes/No
- 3.0 Bright annealing : Yes/No
- 4.0 Maximum residual stress ($< 4 \text{ kg/mm}^2$) : Yes/No
- 5.0 Method of measurement of residual stress-X-ray diffraction (if any other method, specify the same) : Yes/No
- 6.0 Seam height : Yes/No
- 7.0 **Pressure test offered:**
- i) Hydraulic test : Yes/No
- ii) Pneumatic test : Yes/No
- iii) Helium leak test : Yes/No
- iv) Air-air differential pressure test : Yes/No
- 8.0 **NDT tests offered:**
- Eddy current test : Yes/No
- 9.0 **Other tests:**
- i) Inter angular : Yes/No
- ii) Residual stress test : Yes/No
- iii) Reverse bend test : Yes/No
- iv) Flattening test : Yes/No
- v) Flange test : Yes/No
- 10.0 Chloride content in water during final rinsing, 10 ppm, max : Yes/No

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11.0 Chloride content in water during Hydro./ Air under water testing, 10 ppm, max. : Yes/No

12.0 Finish of tubes:

- i) Outside surface : Ra = 2 micron : Yes/No
 ii) Inside surface : Rz = 10 micron : Yes/No

13.0 Brief write-up on manufacturing process enclosed : Yes/No

14.0 Quality plan on BHEL format enclosed : Yes/No

15.0 Details of previous experience enclosed (For new suppliers only) : Yes/No

16.0 Lifting beam offered : Yes/No

17.0 Packing box drawing enclosed : Yes/No

18.0 End guides included (Both ends) : Yes/No

19.0 Percentage reduction in cross-section area as per specification (For welded and drawn tubes only) : Yes/No

C. Deviations taken (Please specify clearly, if any) : Yes/No.

- 1
- 2
- 3

Date:

Signature &

Place:

Seal of manufacturer

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ANNEXURE- VIII

(Quality Plan)

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN					TO BE FILLED BY BHEL				
BHEL		ITEM	WELDED AUSTENITIC SS TUBES	QP NO.	QA/BI/QP/306							
				REV.	02							
		DRG. NO./ SIZE	AS PER PO									
		SPEC.	AA10753									
		REV	AS PER PO				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	RECEIVING COIL INSPECTION	IDENTIFICATION & VERIFICATION OF SUPPLIER'S CERTIFICATE VISUAL & DIMENSIONS CHEMICAL / MECHANICAL PROPERTIES	MAJOR	VERIFICATION OF MILL TC & VISUAL INSPECTION	100%	VENDOR'S STD.	BHEL SPEC	MILL TC IR	√	P	V	-	
2	FORMING & WELDING	WELDING PARAMETERS	MAJOR	VISUAL	100%	-DO-	VENDOR'S STD	IR	√	P	V	-	
3	ID BEAD ROLLING	ID BEAD HEIGHT	MAJOR	MEASURE	100%	-DO-	BHEL SPEC	IR	√	P	V	-	
4	TUBE CLEANING	SURFACE CLEANLINESS	MAJOR	VISUAL	100%	-DO-	VENDOR'S STD	IR	√	P	V	-	
5	BRIGHT ANNEALING	TIME & TEMP	MAJOR	MEASURE	100%	BHEL APPROVED VENDOR'S STANDARD	BHEL SPEC	IR	√	P	V	-	
6	STRAIGHTNESS	STRAIGHTNESS	MAJOR	MEASURE	100%	BHEL SPEC	BHEL SPEC	IR	√	P	V	-	
7	ECT	EDDY CURRENT TEST	CRITICAL	VISUAL	100%	BHEL SPEC/ ASTM E 426	BHEL SPEC	TC	√	P	W*	-	* 10% RANDOM
8	HYDRO OR AIR UNDER WATER TEST	LEAKAGE, PRESSURE & DURATION WATER QUALITY IN CASE OF HT / AIR UNDER WATER	CRITICAL MAJOR	MEASURE MEASURE	100% 100%	BHEL SPEC BHEL SPEC	NO LEAKAGE BHEL SPEC	TC	√	P	W* V	- -	Air differential pressure test is acceptable in place of hydro / air under water test as per BHEL approved procedure

MANUFACTURER / SUBCONTRACTOR	 Digitally signed by SUGANDH AGARWAL Date: 2020.02.05 16:32:04 +0530	LEGEND:	FOR CUSTOMER USE	APPROVED BY
		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		

MANUFACTURER'S NAME AND ADDRESS			STANDARD QUALITY PLAN						TO BE FILLED BY BHEL				
BHEL		ITEM	WELDED AUSTENITIC SS TUBES	QP NO.	QA/BI/QP/306								
				REV.	02								
		DRG. NO./ SIZE		AS PER PO									
		SPEC.		AA10753									
		REV		AS PER PO		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
									D	M	B	N	
1	2	3	4	5	6	7	8	9	D	10			11

9	TEST ON TUBES	PRODUCT ANALYSIS	CRITICAL	CHEMICAL	1/HEAT	BHEL SPEC	BHEL SPEC	TC	√	P	V	-	** RANDOM
		TENSILE TEST HARDNESS		MECH.	2/LOT						W W		
		FLATTENING FLANGE			1/LOT						W** W**		
		REVERSE BEND			1/450 MT						W**		
		INTERGRANULAR TEST		CORROSION	1/HEAT						W		
		SURFACE ROUGHNESS		MEASURE	1/HEAT						W		
		RERSIDUAL STRESS			MEASURE						1/LOT		
		10	FINAL INSPECTION	OD / WT / SEAM HEIGHT / STRAIGHTNESS / VISUAL/LENGTH	MAJOR	MEASURE	100%	BHEL SPEC & PO	BHEL SPEC & PO	IR	√	P	W*
11	IDENTIFICATION / PACKING		MAJOR	VISUAL	100%	BHEL APPROVED PACKING BOX DRAWING	BHEL SPEC	IR	√	P	V	-	

TC: TEST CERTIFICATE
IR: INSPECTION RECORD

Digitally signed
by SUGANDH
AGARWAL
Date:
2020.02.05
16:32:15 +05'30'

		LEGEND: ! 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	FOR CUSTOMER USE	
MANUFACTURER / SUBCONTRACTOR		ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		APPROVED BY

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

- 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.



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)

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 sub-paragraph 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.

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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.

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

**BHARAT HEAVY ELECTRICALS LIMITED**

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**For Foreign Bidders (Version April-2019,Rev: 04)**

- 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

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



BHARAT HEAVY ELECTRICALS LIMITED

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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."

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

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.