

PRE QUALIFICATION REQUIREMENT

For Gate chain W124,W132,R01343 & R04824

QUALIFICATION CRITERIA:

The Bidder must satisfy the following Qualification Criteria for participating in the Tender.

- 1) The bidder should submit audited balance sheet and profit & loss account for the last three years viz. (2015-2016, 2014-2015 and 2013-2014 (in case if the balance sheet of 2015-16 is not yet audited the previous last three years viz. 2014-2015, 2013-2014 and 2012-2013) duly certified by chartered accountant /auditor.
- 2) Experience of having successfully completed the same items or **similar items** in last 5 years.

Definition of Similar work: Supply of **Gate Chains** in any power plants or industries like steel plants, Refineries, Cement plants etc.

- 3) The bidder has to submit performance certificate at least from one customer for having successful completion of the similar works.
- 4) **Supporting documents for QR:**

Bidder shall submit documents in support of possessing qualifying requirements as under, duly self-certified and stamped by the authorized signatory.

- (i) List of jobs done with the name of the project, Owner of the project, Name of the customer, Work order reference No and date, brief details of jobs, executed value, date of start, date of completion.
- (ii) Certified Photocopies of work orders issued by the Customer containing details of bill of quantities/schedule of rates and certificates for proof of satisfactory completion of work.
- (iii) Certified Photo copies of Audited profit and loss account accompanied by relevant schedules for turn over figures.
- (iv) Bidder should have these machines in-house-Punching machines, Bending machines, Press for assembling the Chains. Routine Test machines for measuring pitch with 1/5 th load and for 1/3 rd preload of chain.

ANNEXURE –B
GENERAL TERMS & CONDITIONS
(FOR GUIDANCE TO THE SUPPLIERS)

A] Submission of Offer

a) Invitation for bid

Tenders are invited through electronic mode from eligible suppliers in case of open tenders and from suppliers to whom the enquiry is addressed in case of Limited / Single Tender.

The offers shall be posted into the system before the date and time specified in the tender.

The offer shall be sent on single part / two part / three part basis as specified in the main tender document.

Bids shall be submitted through e-Procurement portal, <https://bheleps.buyjunction.in>, of M/s mJunction Services Limited who are our solution provider.

b) Hardware and Software requirements for participating in e-tender

Requirement for participating in e-Procurement is as under:

- i) A Computer with internet connectivity (Internet Explorer Version 9 and above).
- ii) Digital Signature Certificate (Class 3- SHA2-2048 BIT- with both Signing and Encryption component separately).
- iii) JAVA (Version 1.8 Update 45).

c) Instructions for Registered Suppliers

For all types of tenders (Single / Limited / Open) an automated email alert regarding issue of the Tender will be sent by the e-procurement portal to all Suppliers registered with BHEL, Ranipet for the item/s for which the tender is issued.

In case of open tenders, Registered suppliers with registered DSC will have to login with their user id/password & DSC and search for the Open Tender. On clicking the “Interest” button, they will get attached to that particular Open Tender.

Registered suppliers without DSC will have to first register themselves in <https://bheleps.buyjunction.in> as new supplier by clicking the “New Supplier” button.

To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website www.bhel.com → Tender Notifications → Sample Checklist.

d) Instructions for new suppliers wishing to bid against open tenders

New, unregistered suppliers wanting to bid against open tender/s will have to first register themselves in <https://bheleps.buyjunction.in> as new supplier by clicking the “New Supplier” button.

After entering the Income Tax Permanent Account Number (PAN) details and pressing “Enter”, they have to click the “Interested” button against the respective BHEL Unit for which they want to participate in the Open Tender and also fill up other relevant Company information as a one-time activity.

Then, a box for filling in a “preferred login id” will appear at the top of the page. After giving the “preferred login id” and then clicking the “Next” button, Supplier would have to map their DSC (which will be activated by M/s mJunction Services Limited), if available. Or else, by pressing “skip” button and selecting relevant procurement category from the list available in the next page and “agreeing” to the BHEL’s terms & conditions, user id and password will be generated/activated once in 2 hours and mailed to their registered

email id. Using this user id and password, Supplier has to login and map the Digital Signature Certificate they have purchased to their code. The DSC will then be activated by M/s mJunction Services Limited.

As required by the tender, the necessary documents have to be filled-in online, in the provided template. Additional documents required are to be scanned and uploaded as .pdf file. Suppliers are advised to take note that the maximum space that is provided for uploading the documents that are to be attached is 300 MB. However the size of an individual document cannot exceed 10 MB. For any clarification on submission of offer on line, attention of the Supplier/s is invited to our document “Supplier Manual” hosted in the home-page of the e-procurement portal. During normal business hours, helpline maintained by the service provider mJunction is available for clarifying any doubts of supplier/s. The helpline numbers are 09840704941 or 09500199108.

Typical documents that would be required as part of tender submission would be

- a) **Complete technical Offer** with details, catalogues, as applicable.
- b) **Un-priced bid** (i.e. Bid without the Price) as per given format, if any.
- c) **Filled-in BHEL’s Standard Terms & Conditions** as per Annexure enclosed with the Tender Document,
- d) **Deviation summary** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and
- f) **Supporting documents** to substantiate equivalent material specifications / sections, where quoted for.
- g) Where asked for, **Client list** with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any) to whom the same / similar items are supplied in the past two years. The date of supply may also be indicated, against each client.
- h) **Bidders who are not already registered with BHEL Ranipet** are requested to submit the Supplier Registration Form (SRF) online and a hard-copy of the same has to be sent addressed to the tender issuing authority for evaluating and registering as an approved vendor. The Supplier Development Cell (SDC) of BHEL, Ranipet would process the SRF for evaluation / registering the Supplier.

Suppliers can also upload their credentials by way of submission of Performance certificate/s issued by their customer/s detailing the quantity supplied and specification along with the un-priced PO copies and proof of supply along with the offer.

Technical acceptance of offer by BHEL shall be based on the evaluation of offer and the submitted documents.

Note

- (i) The materials offered, shall conform to the specification and scope attached in the tender.
- (ii) In case the offered materials are not conforming to the Enquiry material Specification, such offers would not be considered for evaluation and would be rejected.

Where equivalent specifications are offered, considering such offers will be at the sole discretion of BHEL. Wherever alternative standards / specifications are offered by Bidder, the Bidder shall provide sufficient documentary evidence to ensure equivalence to the designated standards / specifications, failing which the offer would be considered as not technically acceptable and hence shall stand rejected.

- (iii) All taxes and duties payable as extra to the quoted price should be specifically stated in offers (as appearing in the online template).

Offer/s from within India shall be submitted along with CST & TIN No. / Tariff No. etc, failing which the purchaser will not be liable for payment of such taxes and duties. Our TIN No. 33024364741, CST No. 1141686/01.07.2014, BHEL ECC No. AAACB4146PXM008.

(iv) The un-priced bid shall be used to indicate relevant commercial terms such as scope of freight and insurance, applicability of duties and taxes etc. All Commercial terms are to be indicated clearly in the offer.

(vi) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.

(vii) Money values other than for those items appearing in the un-priced bid template shall not be indicated anywhere in the un-priced bid.

(viii) Time required for inspection (at Supplier's works), should be clearly given in terms of numbers of working days.

(x) **Offers sent by FAX / E-mail:** would not be entertained.

Price Bid in conformance with the specification and terms as given in the Un-Priced bid document.

Caution:

The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time.

Foreign / Overseas suppliers are hereby informed that offers with differential currencies are not permitted for a given tender document.

Note

(i) The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight and insurance charges shall be shown appropriately, as applicable).

(ii) Unless otherwise specified as a part of the tender condition, No Price Variation Clause will be entertained and No advance payment will be made by BHEL.

(iii) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.

(iv) In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes.

(v) The quotation should be valid at least for a period of 90 days from the tender opening date.

(vi) Indian bidders should submit the prices in Indian Rupees only.

(vii) Foreign bidders may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided.

(x) Indian Suppliers shall quote on FOR Destination basis only. Destination is BHEL, Ranipet Stores or BHEL Project Site as specified in the tender requirement. Foreign Suppliers shall quote on CFR Chennai Seaport Delivery and Insurance will be in BHEL's scope. No other delivery terms shall be acceptable. Shipment shall be arranged by the Seller on *Liner in / Liner out basis*. As per Government of India guidelines, BHEL Ranipet being a Government of India Undertaking the Bill of Lading shall be made with the Shipper as "Government of India". This shall be specifically confirmed by the Bidder.

(xi) Where the cargo is containerized, Container washing charges, stuffing charges and / or any other such charges would be to the account of the supplier, where the containers are to be stuffed at the works of the supplier.

B] Opening of Offers

a) **Tenders can be submitted up to 1400 Hours on tender opening due date. Part I will be opened on the same day at 1430 Hours. Results of the tender opening will be available for viewing for upto 7 days from the date of opening.**

b) Price Bid opening will be done through e-mode / Reverse Auction method (English method) **which will be decided after techno-commercial bid evaluation is completed.** All tenderers would have to specifically give their acceptance for this in their bid/s.

Note

(i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.

(ii) At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions.

(iii) Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.

(iv) BHEL reserves the right to increase or decrease the tendered quantity and to order on more than one vendor at the lowest acceptable price to BHEL. In ordering on more than one source, the ratio of quantity split will be as specified in the tender terms.

If not explicitly specified, BHEL reserves the right to split the quantity of the enquiry as follows: 70% quantity being ordered on the original lowest bidder (L1) and balance 30% on the next higher bidder/s excluding H1, who accepts the L1 price. However, the final decision to split the order rests with BHEL only.

In the event that the other than L1 suppliers do not accept the L1 price, then the balance will be reverted to the original L1 and the original L1 shall be bound to accept the balance of the enquiry quantity kept reserved for order splitting. This decision would be given by BHEL within 60 days of the price bid opening.

Notwithstanding the quantum of split that may be indicated in the main body of the enquiry, bidders are advised to note that the splitting of the orders will be decided by BHEL after the evaluation of the techno-commercial and price bids.

(v) Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item. Suppliers are to note that the evaluation unless otherwise specified will be on item level and not for the tendered items as a whole.

C] Evaluation of Offers

- a) The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.
- b) Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.
- d) In the event of any change in scope / quantity arising out of the discussions, offerers would be given a chance to submit their revised offer / Impact bids. The option for the revised offer / impact offer will be triggered by BHEL. The Supplier then will have the facility to feed-in the revised price / impact price as per the provision given by BHEL. The impact price can be positive or negative (or nil). The impact price option shall contain only the price addition / deletion for such change in the scope / quantities, over and above the original scope and price quoted. The original price quoted would remain unchanged. The total price would then be computed by the arithmetic addition of the original price and the impact price. Where BHEL gives the option of submitting the revised offer, the impact would be computed as the arithmetic difference of the revised price and the original price.
- e) For evaluating the overseas offers, CFR Chennai Sea Port price quoted will be taken into account. The cost to BHEL will be arrived at by loading the applicable customs duty project wise, insurance charges, inland transportation charges to BHEL stores and LC charges etc.,
- f) For suppliers within Tamil Nadu state, as per prevailing VAT Act, VAT input credit is currently 5%.
- g) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.
- h) BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.
- i) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guidelines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.
- j) For the purpose of comparing prices, tender prices shall be converted to Indian rupees and the conversion shall be made by using the TT Selling rate of State Bank of India (SBI) prevailing on the date of opening of Techno-Commercial / Unpriced bids. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken. This exchange rate will be followed till placement of order. Tenderers may please note that even if an impact price is taken as in (d) for purpose of price evaluation and arriving at the rank; the exchange rate will be taken as explained above.
- k) Unless otherwise specified, evaluation will be on individual line item basis only and ordering will be on respective L1 vendors.
- l) BHEL reserves the right to conduct negotiations on the “Price” and “Other Commercial Terms and Conditions” with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.
- m) Bidders are required to confirm in writing in their techno-commercial document that other than themselves (the bidder) none of its group companies, concerns or affiliates etc., are participating in the tender either directly or indirectly or through any other agency under the same proprietor / common partner(s)/

common Directors. If during the evaluation of the bids it is found that the bidder has submitted the offer in violation of this condition then all the offers received from the group companies would stand rejected. If such relationship is found at a later date where the Purchase Order has been issued, then BHEL would cancel the Purchase Order and initiate suitable action/s under the contract/s including but not limited to invoking the Risk Purchase clause of the order and other applicable legal provisions / guidelines of BHEL including guidelines on suspension of business dealings. (Please see clause L sub-clause c).

D] Execution of the Order

a) BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL's end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order. In the case of inspection being carried out by a third party inspector (TPI) as per the extant practice, the TPI would forward the Inspection Report (IR) along with Test Certificates and other related documents to the Quality Assurance (QA) Department of BHEL. The QA department after scrutinising the report/s submitted by the TPI would issue the Material Dispatch Clearance Certificate (MDCC). Suppliers are hereby informed that materials should be dispatched only after getting the MDCC, failing which the materials may be rejected on receipt at BHEL Stores.

b) In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.

c) Deviations, if any pointed out by the visiting Inspection team of BHEL shall be corrected and the items as per specification shall be dispatched on or before the contract delivery date after getting the MDCC.

d) The final inspection for acceptance will, however be carried out at BHEL's works at Ranipet.

e) The contract delivery date is the date of receipt at BHEL Stores for suppliers in India, applicable in the case of FOR Destination Contracts.

For ex-works contracts or FOR dispatching station indigenous contracts, the date of the Lorry way bill issued by the authorised transport carriers of BHEL / Railway Receipt / Courier Way bill / Airway bill or any such dispatch documents of carriage approved by BHEL would be considered as the Contract Delivery Date. In the case of CFR contracts with overseas suppliers, the B/L date shall be taken as the Contract Delivery Date

f) Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only.

g) The supplier shall arrange for packing suitably in all respects for normal transport by sea / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards and as per BHEL TDC.

h) Foreign suppliers shall dispatch on CFR agreed Sea-Port basis, according to the contract conditions. Indian suppliers shall dispatch on free delivery (door-delivery) at BHEL stores basis only. Unloading the materials at BHEL Stores would be to the account of BHEL only.

i) In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.

k) Terms of payment:

k.1) For Indigenous Suppliers: Unless otherwise agreed to by BHEL, the standard payment terms of BHEL shall be: For non-MSE suppliers 100% payment made directly through EFT within 90 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 90 days from the date of acknowledgement of receipt of materials at destination specified. If any supplier asks for payment terms other than the above specified, then suitable loading on cost will be considered. **Loading of any deviation in the payment terms w.r.t tender terms will be “Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.**

k.2) For MSE vendors (under Micro & Small category alone) 100% payment will be made within 45 days from the date of receipt and acceptance of materials at BHEL Stores, Ranipet or 45 days from the date of acknowledgement of receipt of materials at destination specified.

l) NOTE:

Where the destination specified is other than BHEL Stores Ranipet, for claiming payment, Supplier has to submit proof of receipt of the materials at the destination by furnishing a copy of the acknowledged despatch document (LR/RR/Courier receipt etc.) .

If the Bidder is bidding for the first time and wants to be considered as an MSE then, the Bidder shall submit document evidencing that they are an MSE along with a certificate from a Chartered Accountant certifying the status of their Unit / Works clearly specifying the address of the works which is to be considered as MSE and send the same to BHEL, Ranipet either before the tender opening date or upload it as a part of the tender document in the e-procurement portal. Where the document is submitted electronically a hard copy shall invariably be sent within a reasonable period (not exceeding 30 days) from the bid opening date for the purpose of BHEL's records. If the hard copy is not received within this specified time, then the supplier would be treated as a non-MSE. BHEL will not be responsible for any postal / courier / delivery delays.

For approved vendors the status as on the date of the bid opening as available with BHEL Ranipet's records shall be used for reckoning the status of the Bidder as an MSE or otherwise.

Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise. Documents submitted after Bid-opening will not be considered in this tender. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

For approved suppliers, in case of any change in the MSE status, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, Ranipet that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL. Similarly if a supplier claims MSE status after the Part I bid opening, then the same would not be considered in the tender.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

Other concessions for MSEs / Reserved sectors

In addition to the concessions specified above, MSE suppliers will be eligible for such other concessions as per the MSME Act 2006 and any other benefits / concessions that may be announced by the Government of

India from time to time.. However, such concessions as applicable at the time of tender opening alone will be applicable. Any concessions advised after tender opening will not be considered for the current tender.

Items that are reserved for MSE and for any other items for which reservations for Indian manufacturers are notified by the Govt. Of India, such concessions as prevailing on the date of tender opening shall apply as a part of this tender conditions.

ii) Foreign Suppliers “100% thru’ irrevocable & unconfirmed LC at sight within 3 weeks from the PO date through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, if any) valid up to the PO delivery period and 15 days thereafter for negotiation. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. **BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be “Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.**

m) Any incidence of tax like Income tax, Service Tax and Withholding any other similar tax / duties /levies imposed by the Government of India, or the State Government, where the BHEL Unit is located, deductible at Source, during the tenure of the Order shall be deducted by BHEL and necessary certification of the deduction (Tax deduction at Source) would be given. This is subject to the supplier fulfilling the necessary documentation as specified by the Government of India. (e.g. Tax Residency Certificate, PAN Number etc.)

n) The Guarantee period shall start from the “Date of receipt and acceptance of the materials at BHEL Stores.”

o) Where any bidder gives extended credit period over and above that offered by BHEL, then all other Non-MSE bidders and foreign bidders would have to match the extended period of payment terms. This information would be given to such bidders after opening of the techno-commercial bids; but before opening the price bids. However bidders would not be allowed to change their price bid for purpose of confirming the extended credit period. In the event such bidder/s do not accept the extended credit period for payment, then their offer would be loaded to the extent of the differential between their offered payment terms and the revised payment terms offered by BHEL as explained above.

E] Liquidated Damages Clause:

BHEL will levy penalty as Liquidated Damages (LD), for delay in delivery. The damages shall be at the rate of ½% per week or part thereof subject to a maximum of 10%. The contract delivery date for purpose of L.D is the date of receipt at BHEL Stores for suppliers in India for F.O.R. Destination Contract and the date of dispatch clearance given by BHEL for overseas suppliers. For ex-works or F.O.R dispatching station contracts, the date of the dispatch document will be reckoned as the date of delivery for computing the LD. Supplier shall deduct the applicable LD from the first payment when raising the claim for the same. The applicable LD if any would be communicated by BHEL along with the dispatch clearance. It is taken by BHEL that Foreign Suppliers have confirmed their acceptance to BHEL for opening the LC for value which is the value of the order reduced by the applicable LD. The LD would apply on the undelivered portion only. In case of reasons attributable to BHEL for the delay in delivery (for e.g. delay in arranging the pre-inspection) then the delivery time would be reset to the extent of the time delay attributable to BHEL, with waiver of the LD. Delivery being the essence of BHEL’s contract requirements, Unless otherwise specified the LD would apply on the undelivered portion of the contracted items. In the event that a **Supplier does not**

accept the LD condition above, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.

F) Miscellaneous

i) Role of Agents:

BHEL will deal directly with indigenous manufacturers only.

BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL's tenders.

BHEL will not enter into any correspondence with an Indian Agent.

The Indian Agent will not be extended the privilege given to the principals, such as that of attending the tender openings, attending technical discussions, commercial discussions or price negotiations and such like. In case, in spite of the above, a foreign principal insists on engaging an Indian Agent, It is made clear by BHEL that:

It is the sole responsibility of the foreign principal to ensure the Agent does not represent any other foreign principal in a given tender.

An undertaking to this effect shall be given by the foreign principal that his / her Agent does not represent any other foreign principal in the tender. This document shall form a part of the techno-commercial offer.

If at any stage of the tender, BHEL finds that an Indian Agent has represented more than one foreign principal, all such offers of and all the foreign principals would be disqualified summarily in the tender inquiry.

BHEL will only give an intimation of notice of the disqualification. No correspondence would be entertained by BHEL, on their decision. Such decision of BHEL shall be irrevocable, firm and final and shall be binding on the tenderer.

BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL.

Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.

In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk.

BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions of their Indian Agent.

In the event of the foreign principal engaging an Indian Agent:

a) **The Supplier shall furnish an authenticated copy of the Agency Agreement with his agent detailing the precise relationship between them and their mutual interest in the business along with techno-commercial bid.**

b) The Supplier shall furnish original authorization letter for the Indian Agent. The letter shall contain name, contact person, complete postal address including phone, fax and e-mail ID. It shall also spell out the type of services to be rendered by Indian Agent.

c) Indian Agent & Agency commission: An Indian Agent can represent only one Foreign Manufacturer against a particular Tender. The FOB price quoted by the foreign bidder shall include the agency commission. However, the agency commission component payable to their Indian Agents shall be shown separately in the Offer, either as a lump-sum or as a percentage of the quoted price. This will be paid by BHEL in Indian Rupees, on satisfactory receipt & acceptance of the materials. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of Purchase Order will be taken and

d) For all discussions, technical clarification and negotiations etc. only the principal would be authorized for interaction with BHEL. The Agent shall not be a party to the discussions / negotiations and would not be normally allowed to participate.

ii) Terms & Conditions of Letter of Credit (L/C) for overseas suppliers (indicated for acceptance).

- a) Unconfirmed irrevocable Letter of Credit at Sight only will be opened by BHEL. Confirmation of L/C is not preferred by BHEL. Also L.C will be opened in Lots in line with the staggered delivery.
- b) All Bank charges out side India are to the Supplier's account and within India to BHEL's account.
- c) In case of L/C extension caused by delays attributable to the Supplier, the L/C extension / commitment charges are to be borne by the Supplier.

iii) Other terms & conditions for letter of credit: - Documents for negotiation

- a) Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the import Licence No and certifying goods evidencing shipment of the merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. (The Indian agent's commission, if any, is payable in India in Indian rupees only.)
- b) Certificate of Country of Origin, from the country of manufacture, issued by the Chamber of Commerce.
- c) One set of Original and two sets of Non-negotiable copies of 'signed', 'unmarked', 'clean on board' Ocean Bill of Lading, showing Shipper as "Government of India" Account M/s. Bharat Heavy Electrical Ltd, Unit: BHEL, Ranipet as consignee (The opening bank should not be notified as consignee), marked freight payable / prepaid at destination.
- d) Packing list in 4 copies in English, indicating Size wise Number of bundles / pieces shipped and weight.
- e) Certified copy of the fax / e-mail sent by the beneficiary to the applicant giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order Number & date; (b) Bill of Lading Number & date (c) Name of vessel; (d) Port of Loading; (e) Number of bundles / pieces and weight; (f) Invoice Number, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 2 working days of shipment.
- f) Beneficiary's certificate showing the relevant airmail / courier reference no. and date that the following clauses have been complied with:
 - 1] Beneficiary to forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 working days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, No. 165, Thambu-Chetty Street, Chennai – 600 001. India. (Phone: +91-44-25341249, 25341240 / Fax - +91-44-25340787; e-mail: raja@rodchn.bhel.co.in)
 - 2] Beneficiary to courier at his cost 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.
 - 3] Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
 - 4] Declaration to the effect that all other documents as per purchase order has been couriered to the Purchase order releasing authority
 - 5] The carrying steamer should be seaworthy, less than 25 years of age and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time and
 - 6] Copy of Dispatch Clearance / Instruction issued by BHEL.

iv) Documents to be sent directly to the Purchaser prior to shipment

- a) Manufacturer's Original Internal Inspection / Test certificate in triplicate.

b) Manufacturer's Original Guarantee certificate as per Purchase Order. The material shall be guaranteed for a period of 12 months from the date of acceptance of the materials at BHEL stores or 18 months from the date of dispatch whichever is earlier. The acceptance would be evidenced by the Stores Receipt Voucher (SRV) which will be raised by BHEL.

c) Inspection / Test Certificate issued by BHEL / Inspection agency specified in the Purchase Order. In the event that Inspection prior to dispatch is not carried out by the Engineers of BHEL, the Inspection certificate of the third party so authorized by BHEL and

d) Any other documentation as specified in the Purchase Order.

v) Conditions for transportation:

a) All shipping documents shall show the Purchase Order Number & Date, Import Licence Number & Date, and Letter of Credit Number & Date.

b) Transshipment is to be avoided.

c) Loading on deck is not permitted. The transport document must not contain a provision that goods may be carried on deck.

d) A transport document which is produced or appearing to have been produced by reprographic, automated or computerized systems or as carbon copy will be accepted as an original document provided that it is marked as original and is ink-signed.

e) The transport document must contain all the conditions of carriage on the original document.

f) The transport document must not indicate the place of destination as being different from the port of discharge.

g) The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.

h) The transport document must be issued by the carrier or his agent and not by any freight forwarder.

i) Transport documents bearing reference by stamp or otherwise, to costs additional to the freight charges are not acceptable.

j) The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 15 days after the date of shipment and in any case not later than the expiry date of the Credit.

l) Indian suppliers shall dispatch the materials on freight prepaid and on door-delivery basis (FOR Destination – Destination: BHEL Stores) and

m) In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a “Surrender Bill of Lading”. Over-seas Suppliers have to give a No-Objection Certificate to BHEL, authorizing BHEL to get the Delivery Order from the Steamer Agent without producing the Original Bill of Lading. This is required to ensure avoidance of incidence of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller.

G) Reverse auction (RA) / on-line bidding on internet:

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2.a. BHEL reserves the right to go for Reverse Auction (RA) instead of opening Part I bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
2. b. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.]
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL goes for reverse auction & depending on the number of bidders, the H1 bidders (whose quotes are highest in online sealed bid) may not be allowed to participate in further RA process. Further, in case of sufficient vendors, exclusion of H1 bidders may get extended up to 20%.

16. In order to bring more transparency and to address any queries of Bidders on Reverse Auction, an abridged version of BHEL's "Common Guidelines for conducting Reverse Auction (RA)" has been hosted in BHEL's web site www.bhel.com under the links "Supplier Registration Page" and "Tender Notification". All Bidders are requested to visit the link and familiarize themselves with BHEL's RA procedures and guidelines before submission of their bid/s. Submission of Bid shall mean that the Bidder has read and understood BHEL's RA procedures and the bid is in agreement with the same.

H] Force Majeure

If at any time during the currency of this contract, the performance in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events), then provided notice of happening of any such events is given by either party to other within ten days from the date of occurrence thereof, neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.

I] Cancellation of Order:

In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non-performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier. (Risk Purchase). This remedy would be in addition to the invoking of the CEBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies." BHEL reserves the right to initiate the alternate purchase action at the cost and risk of the erring supplier by issue of a simple notice of intention for the alternate purchase action duly sent by any electronic means and / or by a letter. The cancellation of the order would not be a pre-condition for initiation of the alternate purchase action.

J] Contract Execution Bank Guarantee:

To demonstrate the fidelity of the successful bidder, in executing the Contract, on receipt of the Letter of Intent / Purchase Order, the Supplier shall arrange to provide a contract execution bank guarantee (CEBG). The format of the CEBG is a part of this enquiry. The format may be downloaded and necessary stamping may be obtained from the Banker towards submission of the CEBG. The indigenous suppliers have to provide the CEBG from any one of the Nationalized Banks, listed in the annexure to these terms. Overseas suppliers can submit the CEBG from any of the reputed International / National Bankers. However the CEBG is to be confirmed by any of the Bankers listed by us. In the event of failure by the Supplier to execute the contract either fully or partially, BHEL would encash the entire CEBG. The CEBG shall be valid for the period covering the agreed delivery date of the order with a further claim period of 3 months on the last specified delivery date. In the event of the failure of delivery BHEL would proceed with encashing the CEBG without reference to the Supplier. In the event of BHEL granting extension of the delivery dates, then the CEBG validity shall also be got extended by the Supplier to the extent of the extended delivery times together with the claim period as specified elsewhere. **The CEBG shall be for a value of 2% of the Purchase order.**

Suppliers who are all already registered with BHEL and having a vendor performance rating of A or A+ grade would be exempted from submission of CEBG.

Performance Bank Guarantee

Where ever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG). The indigenous suppliers have to provide the PBG from any one of the Nationalized Banks, listed in the tender terms. Overseas suppliers can submit the PBG from any of the reputed International / National Bankers. However the PBG shall be confirmed by any of the Bankers listed by us. The PBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee period, BHEL would encash the entire PBG. **The PBG shall be for a value of 10% of the Purchase order.**

The supplier/s have to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

K] Post-order submission of documents for approval

In the event of the release of Letter of Intent (LoI) / Purchase order/s (PO) against this tender, Bidders have to submit the applicable documents as called for in the tender / LoI / PO/s, such as drawings, data sheets, design calculations etc. These documents for approval have to be submitted within the agreed timelines between BHEL and Bidder. Normally the time period for submission for approval is 15 days from the date of receipt of the LoI / PO by the supplier. The actual time period within which the documents have to be submitted for approval would be specified in the LoI / PO.

Such documents would be subjected to evaluation and approval by BHEL and / or by BHEL's customer / Consultant / Customer's Consultant. Bidders have to give their specific acceptance for this.

After approval of such documents and after getting clearance from BHEL, only the items ordered can be taken up for manufacture.

Any changes required by BHEL / Customer etc. in the documents submitted for approval shall be incorporated by the Bidder and no extra cost would be payable by BHEL for such changes.

In the event that the Bidder does not carry out the required corrections, then the LoI / PO would be liable for cancellation by BHEL and BHEL would resort to alternate purchase action at the risk and cost of the Bidder under the Risk Purchase Condition of the Purchase Order.

Note: After receiving the LoI / PO, supplier shall also forward the acknowledgement / acceptance of the LoI / PO by signing and returning the second copy of the LoI / PO as the token of acceptance.

L] Others

a) In case of any contradiction in the terms and conditions given here and elsewhere in the other documents of the tender, it shall be the responsibility of the tenderer to get it clarified from BHEL. The officer authorized to provide such clarifications is the tender issuing officer.

b) Alterations to the conditions of the Tender can be done only by the authorized officer, at any time before the date and time of tender opening and would be duly communicated through a corrigendum.

c) Suspension of Business dealings with Suppliers:

(i) Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

ii) Treatment of Banned / Under-performing Vendors:

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

If any of the supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of 'C' or below, then offer given by such parties will not be considered for ordering in this tender.

d) Fraud Prevention Policy:

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) Applicability of Integrity Pact:-

IP is a tool to ensure that activities and transactions between the company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External monitor (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competed to participate in the bidding. In other words, entering into pact would be a preliminary qualification.



A detail of IEM for this tender is furnished below:

	Name	
	Address	
	Email	

Please refer section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

No routine correspondence shall be addressed to the IEM (phone / post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department”.

Integrity Pact are applicable for all the BHEL enquiries whose estimated value is equal to or more than Rupees 05 Crores.

~~Submission of duly filled & signed BHEL standard format of Integrity Pact (without any deviation) by Suppliers along with the un-priced (Techno-Commercial) bid is pre-requisite condition for evaluation of the offer.~~

Copy of Integrity Pact with applicable nominated IEM is attached along with the tender documents for ready reference of Suppliers.

If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.

f) The laws governing this transaction shall be the laws in India.

g) Wherever not specified, Inco terms 2010 shall be used to interpret the Commercial terms and conditions and

h) In the event of an order, Supplier shall agree to settlement of disputes or differences, if any, by way of arbitration, in accordance with the “Rule of Arbitration” of the Indian Council of Arbitration.

The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL’s terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.

Conditions for rejection of offers:

Following is the list of situations which would lead to rejection of offer/s.

This list is not exhaustive but only indicative.

BHEL reserve the right to reject one or all offers without assigning any reason. The decision of BHEL will be final in this regard.

- 1. If the offer fails to meet the technical requirements/specifications of the tendered item/s.*
- 2. If the offer does not meet the commercial terms & conditions, such as but not limited to delivery period specified in the tender, Delivery terms, payment terms, Liquidated damages, Risk Purchase, cancellation clause etc., including the load factors specified in the tender.*



3. *If the bidder fails to respond to clarification sought, within a reasonable period. In case of doubts / lack of clarity on the technical and commercial offer of the bidder, BHEL will seek clarifications. Bidders are required to respond completely to such BHEL's queries within 3 working days unless otherwise agreed to in writing by BHEL for period beyond 3 days. If supplier fails to respond within 3 working days or maximum 2 working days on a reminder thereon, the offer of such bidders will be automatically dis-qualified in the tender without further recourse to informing the bidder.*

IN THE LETTER HEAD OF THE C.A. FIRM

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/shaving its registered office atis registered under MSMED Act 2006 and categorized underunit vide their Registration Number.....(copy enclosed)

Further certified that the investment of company in Plant & Machinery as on 31st March is Rs.....Lacs i.e. below Rs.25 Lacs / 5 Crores as permissible for Micro / Small unit respectively under MSMED ACT 2006. Hence the company is under category of Micro/Small(strike off whichever is not applicable) unit for the financial year

It is further certified that cumulative investment in Plant & Machinery during (01/04/..... - till date) is below the permissible limit of Rs.25 lacs / 5 Crores for Micro / Small unit respectively and Company is under the category ofunit as on date i.e. 31/03/.....

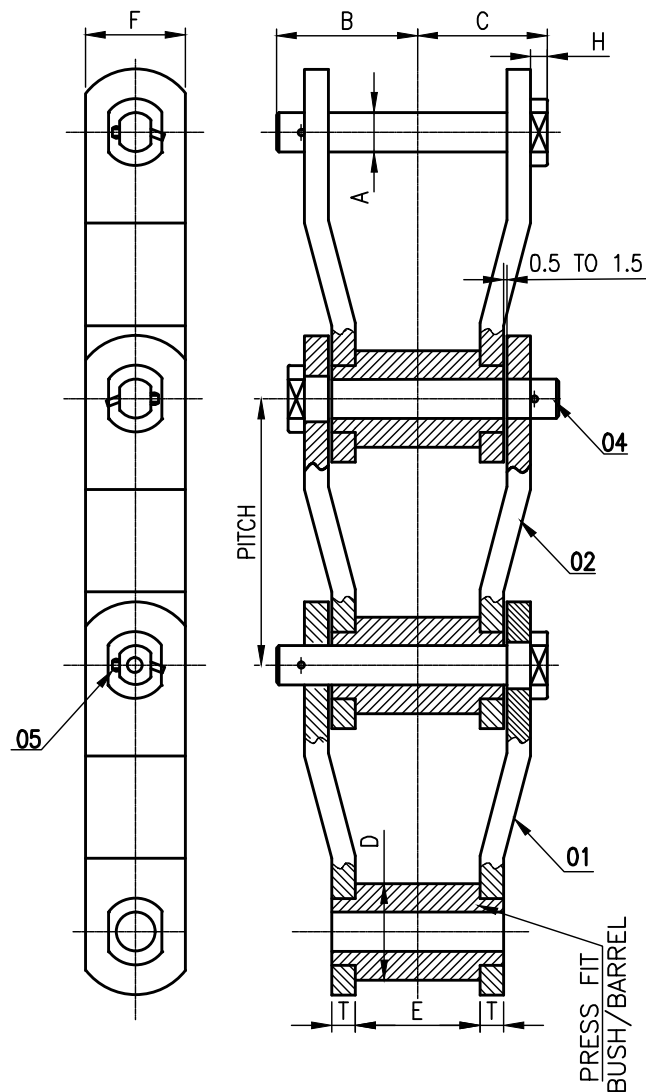
The Directors of the company have been instructed to intimate their clients in case of change of investments in Plant & Machinery, if any, in future with proper supporting documents.

This Certificate is **VALID FOR ONE YEAR ONLY** from the date of issue subject to the above referred instruction with reference to "Change of Investments"

for
Chartered Accountants

Name:
Membership Number:
Full address
Place:
Date:

ALL DIMENSIONS ARE IN MILLIMETERS



NOTES:—

01. THIS STAGGERED ARRANGEMENT OF CHAIN HAS TO COPE UP WITH SHOCK LOADS IN THE ABRASIVE, HOT AND DIRTY ENVIRONMENT .
02. THESE CHAIN ARE USED FOR LIFTING GUILLOTINE GATE BLADES IN THE AIR/HOT AIR & FLUE GAS PATH OF COAL/ OIL FIRED POWER PLANTS.
03. MATERIAL AND CONSTRUCTION: SHOULD MEET THE LOADING AND WORKING REQUIREMENTS.
03. THE DIMENSIONS " A, PITCH, D, E & F " ARE TO BE MAINTAINED BY THE VENDOR.
04. THE DIMENSIONS " B, C, H & T ARE GIVEN FOR REFERENCE ONLY, AND VENDOR HAS TO PROVIDE THE DIMENSIONAL DETAILS FOR BHEL APPROVAL WITH MINIMUM BREAKING LOAD ,CHAIN PRE-LOAD AND CHAIN LENGTH MEASUREMENT LOAD .
05. THE BLOCK END CLEARANCE SHOULD BE UNIFORM BETWEEN LINK TO ASSURE FREE ARTICULATION. TOTAL BLOCK END CLEARANCE FOR BOTH SIDES TOGETHER SHOULD BE MINIMUM 1.00MM AND MAXIMUM 3.00MM .
06. MAXIMUM SIDE BOW SHOULD NOT EXCEED 5MM FOR 10 FEET LENGTH OF CHAIN .
07. SIDE BAR PITCH ARE TO ACCURATELY SPACED TO ASSURE UNIFORM PITCH CONTROL HOLES ARE TO BE CAREFULLY SIDED BAR CONTROLLED PRESS FIT TO PREVENT PIN ROTATION . SIDE BARS AND BARREL ARE TO BE HELD ACCURATE ALIGNMENT TO PREVENT CHAMFER OR TWIST IN ASSEMBLED STRANDS .
08. PINS, SIDE BARS, ROLLER & BUSH ARE TO BE HEAT TREATED TO WITHSTAND SHOCK AND WEAR LOAD AND ENSURE HIGH STRENGTH & FATIGUE.
03. METHOD OF HEAT TREATMENT & HARDNESS VALUES TO BE FURNISHED DURING ENQUIRY STAGE.
10. SUPPLIER HAS TO ENSURE GUARANTEE WITH TEST CERTIFICATE FOR THE ALLOWABLE CHAIN PRELOAD PULL, MINIMUM BREAKING LOAD / ULTIMATE TENSILE STRENGTH.
11. SUPPLY BITS OF CHAINS EQUIVALENT TO 10 FEET LONG AND REQUIRED PIN ACCESSORIES TO CONNECT WITH EACH BITS.
12. MARKING:THE CHAIN NUMBER, AND VENDOR'S NAME ARE TO BE PUNCHED IN THE SIDEBAR AND PINHEAD.
13. PACKING: CHAIN SHALL BE NEATLY PACKED TIGHTLY IN SEPARATE POLYTHENE BAGS AND STACKED IN A WOODEN BOX AS PER FIG 78 OF ASTM A 700-05 (LATEST REV). WEIGHT EACH BOX SHOULD NOT EXCEED 500KGS. PACKING SLIP SHOULD CONTAIN P.O. NO. ,T.C NO & QUANTITY.
14. THE INSPECTION & TESTING REQUIREMENT SHALL BE AS PER BHEL QUALITY PLAN NO: SQP:DAM:501 (REFER LATEST REVISION)
15. CHAIN LENGTH MEASURING LOAD 1/50 KGF OF MINIMUM BREAKING LOAD.
16. CHAIN PRELOAD 1/3 OF MINIMUM BREAKING LOAD.
17. INWARD INSPECTION: VERIFY THE CORRECTNESS OF CHAIN NUMBER AND CONNECTING ACCESSORIES, APART FROM THE GENERAL INSPECTION AS PER P.O.

05	SPLIT PIN	MILD STEEL		
04	CONNECTING PIN	EN-19 OR BETTER MATERIAL		
03	BUSH	EN-9 OR BETTER MATERIAL		
02	OFFSET PLATE (TYPE-II)	EN-9 OR BETTER MATERIAL		
01	OFFSET PLATE (TYPE-I)	EN-9 OR BETTER MATERIAL		
SL NO	DESCRIPTION	MATERIAL SPECIFICATION	METHOD OF HEAT TREATMENT	HADRNESS

BILL OF MATERIALS

SL NO.	CHAIN NUMBER	PITCH (MM)	CHAIN LENGTH MEASURING LOAD (KGF)	CHAIN PRELOAD (KGF)	MINIMUM BREAKING LOAD (KGF)	AVERAGE ULTIMATE STRENGTH (KGF)	DIMENSIONS (MM)								BHEL MATERIAL CODE
							 -0.10 -0.05 A	B	C	+0.0 -0.1 D	 +1.0 -0.0 E	 ±1.0 F	T	H (MIN)	
1.	W78	+0.16 -0.00 66.3	208	3467	10400	10900	12.7	41.9	36.8	22.3	28.7	28.7	6.3	6	96145123
2.	W82	+0.19 -0.00 78.1	225	3753	11260	11800	14.3	45.2	40.6	31.0	31.8	31.8	6.3	6	96145126
3.	W124	+0.25 -0.00 101.6	384	6400	19200	20900	14.1 13.0	58.7	51.8	36.6	41.4	38.1	9.1	8	96145155
4.	W132	+0.38 -0.00 153.7	700	11667	35000	38100	18.5 25.4	83.3	78.5	44.5	76.2	50.8	12.7	10	96145156

REV	DATE	ALTERED : AKILESH
03	09.03.12	CHD & APPD: V.KESAVAN
ZONE	TOLERANCE OF 'E & F' ALTD. VALUES OF 'A' ALTERED FOR W124 & W132,TOLERANCE FOR 'A' ADDED.MATLSPEC OF 01,02 ALTERED NOTE 03 ALTERED AND NOTE 09 ADDED	
REV	DATE	ALTERED : B.S
02	29.09.10	CHD & APPD: V_K
ZONE	BOM TABLE ADDED	
REV	DATE	ALTERED : B.S
01	9.03.09	CHD & APPD: V_K
ZONE	WELDED TYPE CHAIN IS REPLACED WITH BUSHED TYPE CHAIN AND DIMENSIONS B, C & W ARE REMOVED	
	NOTES REVISED	

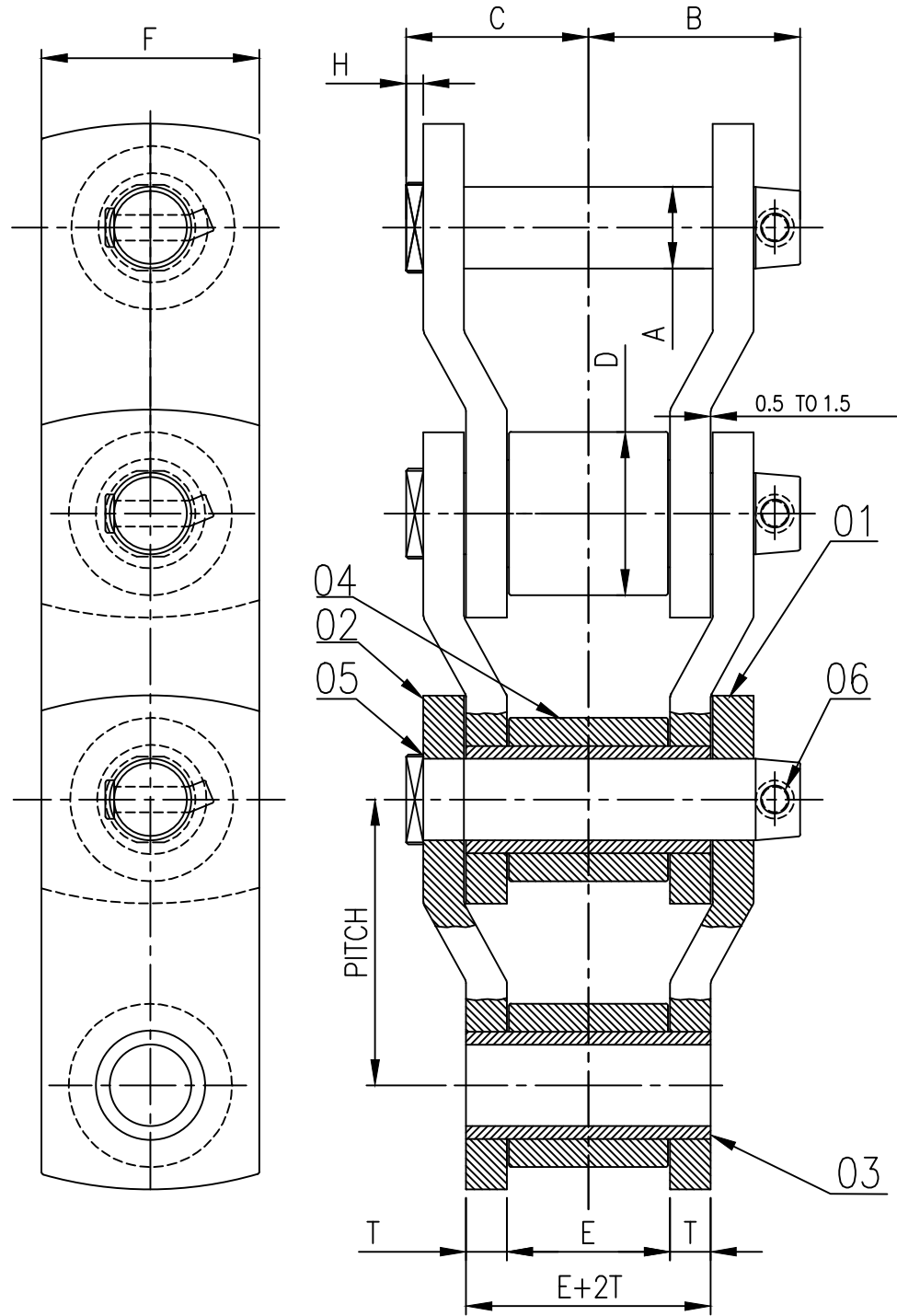
				Bharat Heavy Electricals Ltd UNIT: BOILER AUXILIARIES PLANT RANIPET – 632 406		DRAWN	NAME	SIGN	DATE	No. OF VAR.
						CHKD.	J.KUPPAN		09.03.09	
						APPD.	V KESAVAN		09.03.09	
DEPT.	DP	GRADE OF UNTO.LDIM.		SCALE	WEIGHT (KG.)	REF. TO ASSY. / OLD DRG.			ITEM No.	No. OF ITEM
CODE.	877	PR:QA 500		SCALE	WEIGHT	REFDRG				
TITLE						CARD CODE	DRAWING No.			REV.
GATE CHAIN (BUSH)						U 01	3-48-003-59763			03

ALL DIMENSIONS ARE IN mm.

NOTE: 01. ROLLER CHAIN IS MEANT FOR HEAVY DUTY SERVICES.IT HAS TO COPE UP WITH SHOCK LOADS IN THE ABRASIVE, HOT & DIRTY ATMOSPHERE.

THESE CHAIN ARE USED FOR LIFTING GUILLOTINE GATE BLADES IN THE AIR/HOT AIR/FLUE GAS PATH OF COAL/ OIL FIRED POWER PLANTS.

02. MATERIAL AND CONSTRUCTION: SHOULD MEET THE LOADING AND WORKING REQUIREMENTS.
03. THE DIMENSIONS " PITCH, D, E & F " ARE TO BE MAINTAINED BY THE VENDOR.
04. THE DIMENSIONS " A, B, C, H & T " ARE GIVEN FOR REFERENCE ONLY AND VENDOR HAS TO PROVIDE THE DIMENSIONS FOR BHEL APPROVAL.
05. TOTAL BLOCK END CLEARANCE FOR BOTH SIDES TOGETHER SHOULD BE MINIMUM 1.00 MM AND MAXIMUM 3.0 MM .
06. MAXIMUM SIDE BOW SHOULD NOT EXCEED $\frac{5\text{MM}}{3\text{MM}}$ FOR 10 FEET LENGTH OF CHAIN.
07. THE PIN BUSHINGS AND SIDE BAR PITCH HOLES ARE TO BE FULL ROUNDED DESIGN TO PREVENT SHARP CORNERS, STRESS CONCENTRATION AND POSSIBILITY OF SIDE BAR FATIGUE. PITCH HOLES ARE TO BE ACCURATELY SIZED AND SPACED TO ASSURE INTERFERENCE FIT WITH PINS AND BUSHINGS.
08. OTHER CONNECTED MATING PARTS ARE TO BE UNIFORMLY SIZED TO PROVIDE UNIFORM CLEARANCE BETWEEN LINKS TO ASSURE FREE ARTICULATION.
09. PINS, SIDE BARS, ROLLER & BUSH ARE TO BE HEAT TREATED TO WITHSTAND SHOCK AND WEAR LOAD AND ENSURE HIGH STRENGTH & FATIGUE.
10. ROLLERS ARE TO BE PROCESSED TO WITHSTAND SPROCKET TOOTH IMPACT.
11. CHAIN LENGTH MEASURING LOAD 1/50 OF MINIMUM BREAKING LOAD.
12. CHAIN PRE LOAD 1/3 OF MINIMUM BREAKING LOAD.
13. SUPPLIER HAS TO ENSURE GUARANTEE WITH TEST CERTIFICATE FOR THE CHAIN PRELOAD PULL, MINIMUM BREAKING LOAD / ULTIMATE TENSILE STRENGTH.
14. SUPPLY BITS OF CHAINS EQUIVALENT TO 10 FEET LONG AND REQUIRED PIN ACCESSORIES TO CONNECT WITH EACH BITS.
15. MARKING: THE CHAIN NUMBER AND VENDOR'S NAME ARE TO BE PUNCHED IN THE SIDE BAR AND PIN HEAD.
16. PACKING: CHAIN SHALL BE NEATLY PACKED TIGHTLY IN SEPARATE POLYTHENE BAGS AND STACKED IN A WOODEN BOX AS PER FIG 78 OF ASTM A 700-05 (LATEST REV). WEIGHT OF EACH BOX SHOULD NOT EXCEED 500KG. PACKING SLIP SHOULD CONTAIN P.O. NO. ,T.C NO & QUANTITY.
17. VENDOR HAS TO FILL THE BILL OF MATERIALS & OTHER DETAILS IN THE GIVEN TABLE.
18. VENDOR HAS TO PREPARE AND SUBMIT GA DRAWING WITH DIMENSIONAL TOLERANCE AT THE TIME OF ENQUIRY ITSELF.
19. THE INSPECTION & TESTING REQUIREMENT SHALL BE AS PER BHEL QUALITY PLAN QP:NO:SQP:DAM:501 (REFER LATEST REVISION)
20. INWARD INSPECTION: VERIFY THE CORRECTNESS OF CHAIN NUMBER AND CONNECTING ACCESSORIES, APART FROM THE GENERAL INSPECTION AS PER P.O.



SL NO	CHAIN NUMBER	CHAIN LENGTH MEASURING LOAD (KGF)	CHAIN PRELOAD (KGF)	MINIMUM BREAKING LOAD (KGF)	AVERAGE ULTIMATE STRENGTH (KGF)	DIMENSIONS (MM)									BHEL MATERIAL CODE
						PITCH (MM)	A	B	C	+0.0 -0.1 D	+1.0 -0.00 E	±1.0 F	T	H (MIN)	
1.	RO 622	180	3000	9000	9100	+0.11 -0.00 42.0	11.1	28.7	24.9	22.3	25.4	28.7	4.8	8	96145120
2.	RO 1343	1890	31500	94500	105000	+0.25 -0.00 103.89	25.4	69.75	62.25	47.63	49.2	70.0	14.5	10	96145265
3.	RO 4824	3250	58666	176000	190500	+0.38 -0.00 152.4	38.1	97.5	85.8	76.2	76.2	101.6	19.0	10	96145266

05

		RO4824	RO1343	RO622	
06	'T' PIN (ϕ)	MILD STEEL	MILD STEEL	MILD STEEL	
05	CONNECTING PIN	EN-19 OR BETTER MATERIAL	EN-19 OR BETTER MATERIAL	EN-19 OR BETTER MATERIAL	
04	ROLLER	EN-9 OR BETTER MATERIAL	EN-9 OR BETTER MATERIAL	EN-9 OR BETTER MATERIAL	
03	BUSH	EN-9 OR BETTER MATERIAL	EN-9 OR BETTER MATERIAL	EN-9 OR BETTER MATERIAL	
02	OFFSET PLATE (TYPE-II)	EN-19 OR BETTER MATERIAL	EN-19 OR BETTER MATERIAL	EN-9 OR BETTER MATERIAL	
01	OFFSET PLATE (TYPE-I)	EN-19 OR BETTER MATERIAL	EN-19 OR BETTER MATERIAL	EN-9 OR BETTER MATERIAL	
SL NO	DESCRIPTION	MATERIAL SPECIFICATION	MATERIAL SPECIFICATION	METHOD OF HEAT TREATMENT	HARDNESS

BILL OF MATERIALS

Bharat Heavy Electricals Ltd UNIT: BOILER AUXILIARIES PLANT RANIPET - 632 406		TITLE GATE CHAIN (ROLLER)	
DRAWN. BALA.L	CHKD. J.KUPPAN	APPROVED V.KESAVAN	DATE 11/06/2010
		DRG. NO. 3-48-003-59764	REV 05

REV	DATE	PRD:GOPI	CHD:VK	REV	DATE	PRD:KS	CHD:VK	REV	DATE	PRD:AK	CHD:VK	REV	DATE	PRD:BALA.L	CHD:VK	REV	DATE	PRD:JK	CHD:VK
05	26/07/14	RO 1343 CHAIN ADDED.		04	09/03/12	BILL MATERIAL TABLE ALTERED. MATERIAL FOR RO 622 CHAIN ADDED.		03	01/11/11	NOTE 06 & DIMENSION TABLE E & F TOLERANCE ALTERED.		02	29/09/10	BOM TABLE ADDED		01	15/06/10	DRG RIVET HEAD REMOVED NOTES:15 TO 17 & BOM TABLE ADDED	

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____



ANNEXURE - C TO OPEN TENDER No: 7270235E / 08052017 for RC/Frame work Agreements for Procurement of Gate Chain-4 Variants

CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS

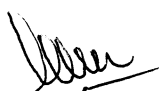
S No.	BHEL Standard Terms	Supplier Confirmation	Deviation (if any)
01	Terms of Delivery:		
(a)	Indigenous Supplies : FOR - Destination means FOR - BHEL Stores, Ranipet [Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. If Extra, indicate in %. Unloading at BHEL Stores would be to the account of BHEL only]. No deviation is acceptable to this clause.		
(b)	Foreign Supplies : CFR Chennai Sea Port Basis only and Insurance in BHEL's scope.		
02	Delivery Period: To mention clearly the exact delivery period as it attracts contractual penalty on delays. To be indicated in days/weeks/months from date of receipt of Purchase Order (P.O)		
03	Liquidated Damages (LD) : The applicable LD shall be at the rate of 0.5% per week to maximum of 10% for the undelivered portion and for the deliveries made beyond the agreed Delivery Period. Delivery being the essence of BHEL's contract requirements, in the event that a Supplier does not accept the above LD condition, the offer would be loaded to the extent of the shortfall with respect to upper limit specified above.		
4 (a)	Terms of payment for Indigenous Suppliers: 100% within 45 days for MSE (micro & small) and within 90 days for non-MSE after receipt & acceptance of materials at site. If any supplier is asking for payment terms other than the above specified, then suitable loading on cost will be considered. Loading of any deviation in the payment terms w.r.t tender terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation sought by bidders.		
4 (b)	Terms of Payment for Foreign Suppliers: "100% thru' irrevocable & unconfirmed LC at sight within 3 weeks from the PO date through any one of our Bankers listed elsewhere in the tender conditions for 100% value (less Agency Commission, if any) valid upto the PO delivery period and 15 days thereafter for negotiation. All bank charges in India to BHEL's account and all other charges outside India to Supplier's account. BHEL reserves the right to load the price of foreign suppliers in order to bring them on common platform as per Indigenous Suppliers on the account of differential payment terms to Indigenous Suppliers. Loading of payment terms will be "Base rate of State Bank of India (SBI) (as applicable on the date of bid opening: Techno-commercial bid opening in case of two part bids) + 6%, will be considered for loading for the periods of relaxation compared to indigenous suppliers i.e. 90 days.		
05	Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of price bid opening. This is payable on satisfactory completion of the contract. Agency agreement copy shall be submitted along with Annexure-C without fail. Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.		

**ANNEXURE - C TO OPEN TENDER No: 7270235E / 08052017 for RC/Frame work Agreements for Procurement of Gate Chain-4 Variants****CHECK LIST STANDARD COMMERCIAL TERMS & CONDITIONS**

S No.	BHEL Standard Terms	Supplier Confirmation	Deviation (if any)
06	Guarantee Certificate : Guarantee regarding manufacturing defect should be for a period of 12 months from date of acceptance of the materials at BHEL Stores, or 18 months from the date of shipment whichever event occurs earlier.		
07	Validity: Supplier to mention clearly the validity date of the offer. Minimum 90 days from the date of Price Bid opening / Reverse Auction.		
08	Clientele List: Supplier to submit detailed clientele list with their full address including detail of contact person with phone no., fax no. & e-mail ID as per clause Aji) of Annexure - B (STANDARD TERMS & CONDITIONS).		
09	Taxes & Duties:		
(i)	Excise duty in % (for Indigenous supplier): To be indicated by supplier. ED invoice is required for availing Cenvat. benefit		
(ii)	Sales tax in % (for Indigenous supplier): VAT / CST to be indicated by the supplier.		
10	Test Certificate: To be submitted. With Chemical and Mechanical properties and dimensions as per Standards and our Technical Delivery Conditions		
11	Risk Purchase Clause (as per clause-I of Annexure-B) (Supplier Confirmation Required)		
12	Firm price till completion of order		
13	Inspection before despatch at supplier's works by BHEL/TPI agency		
14	MSE /NON MSE STATUS WITH PROOF (MSE Certificate & CA certificated as per enclosed format.)		
15	For Foreign Offers:		
(i)	Manufacturers' Name and address:		
(ii)	Country of Origin:		
(iii)	Mills Letter of Authority		
(iv)	Agency Agreement		
(v)	Approximate weight and cubage of the consignment.		
Signature & Office Seal of Vendor			

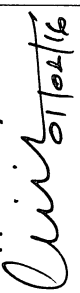
QUALITY ASSURANCE		
Amendment to Quality Work Instruction(QWI):Standard Quality Plan(SQP)		
Amendment No: A 1		Date:15.12.2016
QP No: SQP:DAM :501	Rev : 01	Dated:28/12/2015
Title: STANDARD QUALITY PLAN FOR CHAIN		

Clause No:	Details of Amendment	Basis for Amendment
Refer Item/subsystem of SQP, All pages	<u>Clause as existing:-</u> CHAIN FOR GUILLOTINE GATE(Type W78, W82, W124, W132 & R0622, R04824) <u>Clause is amended as follows:-</u> CHAIN FOR GUILLOTINE GATE(Type W78, W82, W124, W132, R0622, R04824 & R01343)	Mail from Material Planning dated 15 Dec 2016.
Refer page 4 of 5, Clause 5.0, Remarks(11)	<u>Clause 5.0 Remarks 11 as existing:-</u> *Random witness by BHEL <u>Clause 5.0 Remarks 11 is amended as follows:-</u> <u>*Verification</u>	

Prepared By	Reviewed By	Approved By
		 16/12/2017
	R, 	

 Ranipet-6		Quality Assurance Department Boiler Auxiliaries Plant BHEL – RANIPET- 632 406		STANDARD QUALITY PLAN FOR CHAIN ITEM / SUBSYSTEM: CHAIN FOR GUILLOTINE GATE (Type W78, W82, W124, W132 & R0622, R04824)				QP:NO:SQP: DAM: 501 REV:NO: 01 DATE: 28/12/2015 Page : 1 of 5								
SLNO	COMPONENT & OPERATION	CHARACTERISTICS	CL	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF REGARDS	AGENCY	REMARKS						
1	2	3	4	5	6	7	8	9	<table border="1"> <tr> <td>M</td> <td>C</td> <td>B</td> </tr> <tr> <td colspan="3">10</td> </tr> </table>	M	C	B	10			11
M	C	B														
10																

1.0	RAW MATERIALS									
1.1	a) Connecting Pin / Bearing Pin b) Link Plate / Offset Plate c) Bush d) Roller e) T Pin / Split Pin	Chemical properties	M	Analysis	1 No per lot	As per BHEL approved Drg.	* Mill TC	-	V	* If mill TC is not available, vendor has to test the sample at Govt / BHEL appvd labs. Chemical and mechanical properties, hardness, case depth are to be checked at NABL approved labs during first time inspection/surveillance audit.
2.0	INPRCOSS INSPECTION									

LEGENDS: M-Manufacturer/Subcontractor, C-Contractor's/ Subcontractor's QC/Authorised Inspection Agency, B- BHEL/Authorized inspection agency P- Perform, W- Witness ,CL-Class (M-Major, C-Critical) V-Verification, TC-Test Certificate, R-Report.		Prepared By: 	QA	Approved By:  Head/QA	
		Reviewed By: 	QA		
		Reviewed By: 	QC (Proc)		

 Ranipet-6		Quality Assurance Department Boiler Auxiliaries Plant BHEL – RANIPET- 632 406			STANDARD QUALITY PLAN FOR CHAIN ITEM / SUBSYSTEM: CHAIN FOR GUILLOTINE GATE (Type W78, W82, W124, W132 & R0622, R04824)				QP:NO:SQP: DAM: 501 REV:NO: 01 DATE: 28/12/2015 Page : 2 of 5			
SLNO	COMPONENT & OPERATION	CHARACTERISTICS	CL	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF REGARDS	AGENCY			REMARKS
1	2	3	4	5	6	7	8	9	M	C	B	11
									10			

2.0	INPRCOSS INSPECTION											
2.1	a) Connecting Pin / Bearing Pin b) Link Plate / Offset Plate c) Bush d) Roller e) T Pin / Split Pin	i) Critical Dimension ii) Hardness after Heat Treatment	M	Measurement	1% per lot	-do-	R	P	V	V	V	@ Random check by BHEL during final inspection
2.2	Case hardening of bush, bearing pin, connecting pin. (as applicable)	Case depth (as applicable)	C	Destructive test #	1 No per HT batch	As per BHEL approved Drg.	Report	P	V	V	V	# Random check by BHEL during final inspection
3.0	FINAL INSPECTION											
3.1	Assembly of chain	a) Critical Dimension b) No of pitches	M	Measurement & count	1% per lot	-do-	R	P	W	W	W	-do-

LEGENDS: M-Manufacturer/Subcontractor, C-Contractor's/ Subcontractor's QC/Authorized Inspection Agency, B- BHEL/Authorized inspection agency P- Perform, W- Witness, CL-Class (M-Major, C-Critical) V-Verification, TC-Test Certificate, R-Report.	Prepared By: QA			Approved By:		
	Reviewed By: QA					
	Reviewed By: QC (Proc)			Head/QA		

 Ranipet-6		Quality Assurance Department Boiler Auxiliaries Plant BHEL – RANIPET- 632 406			STANDARD QUALITY PLAN FOR CHAIN ITEM / SUBSYSTEM: CHAIN FOR GUILLOTINE GATE (Type W78, W82, W124, W132 & R0622, R04824)				QP:NO:SQP: DAM: 501 REV:NO: 01 DATE: 28/12/2015 Page : 3 of 5		
SLNO	COMPONENT & OPERATION	CHARACTERISTICS	CL	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF REGARDS	AGENCY	REMARKS	
1	2	3	4	5	6	7	8	9	M C B	11	
									10		

4.0	TESTING OF CHAIN	a) Pre-load	M	Mechanical	100%	BHEL appd drg. & No physical damage for chain	R	P	W	W\$	\$ 5% checking by BHEL
		b) Measuring load & length	M	Length measurement	100%	BHEL appd drg. & +0.25%-0.00%L. of chain	R	P	W	W\$	
		c) Breaking load	C	Mechanical testing	2 test per P.O.	BHEL appd drg. & Ref. Note below	R	P	W	W	
		d) Articulation	M	Visual	100%	---		P	W	W\$	
Note : 1 The test length of chain for breaking load shall have a minimum of Three free pitches 2 If the in-house load test facility is not available , same has to be done at M/s CMRI Dhanbad or NABL approved labs.											

LEGENDS: M-Manufacturer/Subcontractor, C-Contractor's/ Subcontractor's QC/Authorised Inspection Agency, B- BHEL/Authorized inspection agency P- Perform, W- Witness ,CL-Class (M-Major, C-Critical) V-Verification, TC-Test Certificate, R-Report.	Prepared By:	QA	Approved By: <i>C. V. S. Reddy</i> Head/QA
	Reviewed By:	QA	
	Reviewed By:	QC (Proc)	

 Ranipet-6		Quality Assurance Department Boiler Auxiliaries Plant BHEL – RANIPET- 632 406			STANDARD QUALITY PLAN FOR CHAIN ITEM / SUBSYSTEM: CHAIN FOR GUILLOTINE GATE (Type W78, W82, W124, W132 & R0622, R04824)				QP:NO:SQP: DAM: 501 REV:NO: 01 DATE: 28/12/2015 Page : 4 of 5	
SLNO	COMPONENT & OPERATION	CHARACTERISTICS	CL	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF REGARDS	AGENCY	REMARKS
1	2	3	4	5	6	7	8	9	M C B 10	11

5.0	PRESERVATION & PACKING	a) Marking	M	Visual	100%	Stamping of vendor symbol/emblem and type of chain No. before heat treatment of off set plate / link plate has to be ensured	-	P	V	V*	* Random witness by BHEL
		b) Oiling	M	Visual	100%	Rust preventive oil servo compound chain Grease	-	P	V	V*	
		c) Packing	M	Visual	100%	Chain shall be packed tightly in separate polythene bags and stacked in a wooden Box. Packing slip should contain P.O.NO,TC.No & Quantity	-	P	V	V*	

LEGENDS: M-Manufacturer/Subcontractor, C-Contractor's/ Subcontractor's QC/Authorized Inspection Agency, B- BHEL/Authorized inspection agency P- Perform, W- Witness ,CL-Class (M-Major, C-Critical) V-Verification, TC-Test Certificate, R-Report.	Prepared By: <i>Q. S. S. S.</i>		QA	Approved By: <i>Q. S. S. S.</i>	
	Reviewed By: <i>Q. S. S. S.</i>		QA	Head/QA	
	Reviewed By: <i>P. S. S. S.</i>		QC (Proc)		

 Ranipet-6		Quality Assurance Department Boiler Auxiliaries Plant BHEL – RANIPET- 632 406			STANDARD QUALITY PLAN FOR CHAIN ITEM / SUBSYSTEM: CHAIN FOR GUILLOTINE GATE (Type W78, W82, W124, W132 & R0622, R04824)				QP:NO:SQP: DAM: 501 REV:NO: 01 DATE: 28/12/2015 Page : 5 of 5		
SINO	COMPONENT & OPERATION	CHARACTERISTICS	CL	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	FORMAT OF REGARDS	AGENCY	REMARKS	
1	2	3	4	5	6	7	8	9	M C B	11	
									10		

General Notes:

1. All reports marked as "R" to be submitted for BHEL during final inspection.
2. Length measuring report to be furnished with serial no. Serial No to be put on metal tag and shall be fixed on each length of chain.
3. Additional connecting Pin and 'T' Pin shall be supplied along with packing boxes as per the BHEL appd drg.requirement.

Record of Revisions:

Rev.No	Date	Revision Details
00	02/07/2001	Original Issue.
01	28/12/2015	Based on MOM Dt. 22.09.2014, chain break load test at NABL Approved Labs is added in Note 2 and Feed back from QC(Proc), Remarks added in SI.No. 1.1.

LEGENDS: M-Manufacturer/Subcontractor, C-Contractor's/ Subcontractor's QC/Authorised Inspection Agency, B- BHEL/Authorized inspection agency P- Perform, W- Witness, CL-Class (M-Major, C-Critical) V-Verification, TC-Test Certificate, R-Report.	Prepared By:	QA	Approved By:  Head/QA
	Reviewed By:	QA	
	Reviewed By:	QC (Proc)	