

Tender No. F/F219/7/4792K1

BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 284144

Tender No.: F/F219/7/4792K1

Due Date: 03.02.2018

Sub: BHEL-HEEP/OPEN-TENDER (Steel Bars, Alloy 783)

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

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

Tender No.	Item Description	Mat. Code	Size	Qty. (Kg)
F/F219/7/4792K1	Steel Bars, Alloy 783 Specification- HW12785 Rev: 00	HW1270285017	Dia- 80 mm, L= 1500 mm	3675
		HW1270285041	Dia- 95 mm, L= 3000 mm	6000

The tender documents & Specification of item can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.in. **Only those vendors who fulfill the Minimum Qualifying Requirements (as per Annexure-II) will be considered for further technical evaluation.**

The last date for downloading tender documents shall be 02.02.2018 & opening of tender shall be 03.02.2018. Tenders will be received up to 01.45 P.M. on **03.02.2018** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (01.45 PM on 03.02.2018) will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Intending vendors must remit requisite EMD Rs. 2,00,000 (Rupees Two Lacs only) for indigenous vendors (or equivalent amount in foreign currency for foreign vendors) in the form of pay order or bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after downloading from this web site.

EMD is waived off for-

- a) Central/ State – PSUs/ Government departments
- b) As per government guidelines, MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits).
- c) The vendors registered for item Steel Bars Alloy 783 as per Spec. HW12785 Rev: 00 with BHEL, HEEP, Haridwar are also exempted from EMD.

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

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

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

IN ADDITION TO VENDORS MENTIONED ABOVE, OFFERS SHALL ONLY BE CONSIDERED OF THOSE VENDORS WHO WILL SUBMIT EMD. PLEASE SUBMIT DRAFTS FOR EMD DRAWN IN FAVOUR OF BHARAT HEAVY ELECTRICALS LTD. HEEP, HARIDWAR IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD". The tender will be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company (Manufacturer) for attending the bid opening.

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

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for procurement of Steel Bars Alloy 783.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for procurement of Steel Bars Alloy 783.

Vendors must fill up Annexure– II in confirmation to Pre- Qualification Requirements and quality requirements.

ESSENTIAL INSTRUCTIONS

1. **Only those bids will be considered which have been submitted with requisite EMD.**
2. **BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).**
3. The tenders shall be submitted in two parts
 - i. Part I - Techno -Commercial Bid & Pre-Qualification Requirement,
 - ii. Part II - Price Bid
4. **The Quotation should be from the Principal / Original Manufacturer, failing which the quotation is likely to be ignored. In Case the quotation is submitted through agent, the quotation must accompany original authorization letter.**
5. Documents submitted with the offer/bid by the bidder shall be signed and stamped in each page by authorized representative of the bidder. In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of signed and stamped (in each page) original bid to BHEL. If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents. Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.
6. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
7. In case of ordering, manufacturing plan should be submitted for BHEL approval.
8. Part-I containing Techno-Commercial bid & Pre-Qualification Requirement will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
9. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
10. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid.
11. Currency exchange rate will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.
12. **Evaluation of Bid: - The bid shall be evaluated**
 - a. **Cost to BHEL basis. (Basic Cost + Insurance + Inspection + Transportation + Duty + Taxes)**
 - b. **The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, which shall be communicated to the vendor.**
13. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
14. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.
15. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
16. **BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction the paper bid shall be processed. 'Guidelines for Reverse Auction are available at following link**
http://www.bhel.com/vendor_registration/vendor.php
17. Total weight--/Gross/Net in Kg & also package size essentially should be indicated if not exact then approximate.
18. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**

Note: Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries for Indian & Foreign Vendor. All the bidders / vendors must ensure compliance of these GISTC (Version: June- 2017, Rev: 01).

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GISTC (Version: June- 2017, Rev: 01) can also be referred by login to B2B Portal for BHEL approved Vendors.

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

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

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

- a. Confirmation to Minimum Qualification Requirement and Quality Requirement as per Annexure-II.
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid.
- c. Delivery schedule.
- d. Inspection charges by LRS/TUV/BV separately for foreign vendors.
- e. Validity of offer to be indicated.
- f. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- g. Details of activity outsourced.
- h. Quality Plan with seal and signature as confirmation from supplier end (Quality Plan placed at Annexure- IV).

PART –II (Price Bid)

- a. Price bid with prices to be submitted as part-II of the tender.
- b. Prices should remain firm till the execution of the order.
- c. **In case of foreign vendors, Bidders need to quote their prices on CFR any sea port in Mumbai in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other internationally freely tradable currency only.** The name of the currency should be clearly indicated in your bids.

Offers received other than CFR basis may result in non-consideration of such bids. However, if BHEL agrees to accept the FOB condition, to arrive at landed cost at our plant/site, the FOB prices shall be loaded for 3% (of FOB Value) towards marine insurance, port handling charges & inland freight or actual freight / port handling charges as per BHEL contract whichever is higher.

In case of Indigenous vendor, prices may be quoted on FOR- Destination- Store-HEEP-BHEL basis. In case BHEL accepts the EX-Works prices such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.

Insurance – Marine in case of foreign vendor & inland in case of Indigenous vendor shall be taken care by BHEL.

- d. **Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**
- e. Penalty will be applicable @0.5% per week or part thereof subject to maximum of 10% of the unexecuted portion of PO value. In case of any variation in LD penalty, your prices shall be loaded to the extent LD penalty not accepted by you.

MARKING OF ENVELOPE:

- Each envelope is to be super scribed as “TENDER FOR (ITEM NAME) AGAINST TENDER NO. **F/F219/7/4792K1** DUE ON **03.02.2018**.
- Drafts for EMD to be kept in one envelop – **Envelop –A**. On the Top of the envelope, please write Draft No., Issuing Bank Details & Amount. Those vendors who are quoting for more than one tender must submit a statement in the envelops of all those tenders giving details of all the tenders being quoted. However, the draft of each tender should be kept in individual tender envelop.
- Techno-Commercial & Pre-Qualification Requirement document- Part-I to be kept in another envelop – **Envelop-B** & to be marked as Techno-Commercial Offer.
- Price Bid – Part-II to be kept in another envelop – **Envelop-C** & to be marked as Price Bid.
- Envelop-A, Envelop-B & Envelop-C are to be kept in one envelop super scribed as above

ANNEXURE-I**Item Details and Delivery Schedule**

Tender No.	Item Description	Mat. Code	Size	Qty. (Kg)	Delivery
F/F219/7/4792K1	Steel Bars, Alloy 783 Specification- HW12785 Rev: 00	HW1270285017	Dia- 80 mm, L= 1500 mm	3675	30/05/2018
		HW1270285041	Dia- 95 mm, L= 3000 mm	6000	30/05/2018

Remarks-

1. Quantity tolerance $\pm 5\%$ acceptable.
2. Material Code HW1270285017, Dia- 80 mm required in fixed length i.e. L= 1500 mm & Minimum 55 pieces are required.
3. Material Code HW1270285041, Dia- 95 mm required in fixed length i.e. L= 3000 mm & Minimum 35 pieces are required.
4. Length tolerance +10/-0 mm per piece is acceptable.
5. Comparative Statement will be evaluated on item wise basis after combining DEEC and PI Quantity.
6. Risk purchase clause shall be applicable. If you do not confirm this in your offer, then it shall be presumed to be acceptable and no further confirmation will be taken after opening of techno-commercial bid part- 1.
7. After placement of order vendor should submit their invoices against goods and services immediately after supply of goods & services but not later than 30 days from the invoice date. In case of any delay, consequential losses like loss of input credit and non-availability of concessional forms etc, shall be to the vendor account.
8. Penalty will be applicable @0.5% per week or part thereof subject to maximum of 10% of the unexecuted portion of PO value.
9. Foreign vendor must quote inspection charges in their offer separately.
10. Quantity will be splitted in the ratio 60:40 between L-1 and L-2 vendors. Established L-1 rates shall be counter offered to L-2 vendor. If L-2 vendor does not accept the L-1 rates, then same shall be counter offer to subsequent vendor and so on.

NOTE: THE QUANTITY INDICATED ABOVE CAN BE INCREASED/ DECREASED.

ANNEXURE-II**Pre- Qualification Requirements****Item: Alloy 783 (UNS R30783) Round Bars****BHEL Specification: HW12785****➤ Technical Requirement****Point numbers 1 to 5 are the Mandatory Qualification Requirements. Offers of vendors not meeting these requirements will not be considered.**

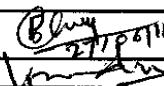
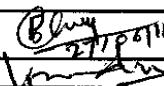
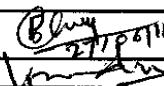
Sl. No.	Technical Requirement	Vendor's confirmation (Y/N)												
01	Vendor must have experience of manufacturing and supplying bars of material grade Alloy 783 (UNS R30783). Vendor must have successfully executed at least one purchase order in grade Alloy 783 on the tender opening date.													
02	a) In support of above, details of the experience to be submitted with offer for material grade Alloy 783 in format given below: <table><tr><th>Sl. No.</th><th>Name of customer</th><th>Purchase order No</th><th>Dia</th><th>Year of supply</th><th>Quantity</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> b) Vendor to submit documentary evidence in support of experience, like test certificates, un-priced PO copies for the above supply.	Sl. No.	Name of customer	Purchase order No	Dia	Year of supply	Quantity							
Sl. No.	Name of customer	Purchase order No	Dia	Year of supply	Quantity									
03	Vendor must have in-house facilities like melting, secondary refining (VIM + ESR or VIM + VAR), rolling / forging / extrusion, heat treatment etc. to manufacture round bars as per BHEL specification HW12785 and enquiry size. Details of manufacturing facilities like melting, secondary refining, rolling / forging, heat treatment etc. are to be provided.													
04	Vendor to furnish in house testing facilities to carry out testing as per the requirements of BHEL specification HW12785. In case of outsourcing of any test, vendor to agree to carry out testing at Government accredited labs only.													
05	Vendor to confirm that they will manufacture and supply enquiry items meeting all requirements specified in BHEL specification HW12785													
Note- In case of trader/stockiest, vendor to submit details as per points 1-5 above of their principal manufacturer. Offers of trader/stockiest without these details will not be considered.														

➤ Quality Requirements-

Sl. No.	Quality Requirement	Vendor's confirmation (Y/N)
01	All Vendors to confirm, endorse & return back quality plan no. "QA/CF/QP/364, Rev: 01" (Refer Annexure- IV for Quality Plan).	
02	Confirm Inspection by third party inspection agency (LRS/TUV/BV) for import and BHEL nominated inspection agency 'TUV' for indigenous as per above mentioned Quality Plan.	

Signature with stamp**Name:****Name of Firm:****Designation:****Date:**

ANNEXURE-III
(Specification)

दिनांक एवं हस्ताक्षर SIGN & DATE		संस्थान क्रय विनिर्देश (हीप - हार्डवेयर)		HW 12785																																																										
		PLANT PURCHASE SPECIFICATION (HEEP - HARDWARE)		पृष्ठ का Page 1 Of 4																																																										
SUPERSEDES INVENTORY NO. TLV 9540/01.07/04	STEEL BARS, ALLOY 783																																																													
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	1.0 GENERAL: This specification governs the quality of steel Bars of Alloy 783, material no. UNS R30783. General requirements as per AMS 5940.																																																													
	2.0 APPLICATION: For steam turbine bolts.																																																													
	3.0 CONDITION OF DELIVERY: Rolled / forged and Solutionized.																																																													
	4.0 DIMENSION AND TOLERANCES : Bars shall be supplied to the dimension specified on the purchase order.																																																													
	5.0 MANUFACTURE: The alloy shall be multiple vacuum melted using consumable practices in the re-melt cycle e.g. VIM + VAR or VIM + ESR. The bars can either be rolled or forged provided that the requested mechanical properties are met.																																																													
	6.0 HEAT TREATMENT: Bars shall be delivered in solutionized condition: Solution treatment: 1105 – 1120 °C /air *) *) The furnace cooling rate must be equivalent to an air cool.																																																													
	7.0 CHEMICAL COMPOSITION: Heat analysis in weight % :																																																													
	<table border="1"> <tr> <td>C</td> <td>Si</td> <td>Mn</td> <td>P</td> <td>S</td> <td>Al</td> <td>B</td> <td>Cu</td> </tr> <tr> <td>≤0.03</td> <td>≤ 0.50</td> <td>≤ 0.50</td> <td>≤ 0.015</td> <td>≤ 0.005</td> <td>5.00 - 6.00</td> <td>0.003 - 0.012</td> <td>≤ 0.50</td> </tr> </table>					C	Si	Mn	P	S	Al	B	Cu	≤0.03	≤ 0.50	≤ 0.50	≤ 0.015	≤ 0.005	5.00 - 6.00	0.003 - 0.012	≤ 0.50																																									
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8.0 METALLOGRAPHY: The ASTM grain size per melt and heat treatment batch in solution annealed condition shall be determined in accordance with ASTM E 112.																																																														
- Bars with D ≤ 85mm shall exhibit a homogeneous microstructure along the whole bar section with a grain size 5 or finer. - Bars with D > 85mm shall exhibit a homogeneous microstructure along the whole bar section with an average grain size 4 or finer.																																																														
स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रत्यक्ष एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में सम्पत्तिकारक हो न किया जाए।	<table border="1"> <tr> <td>TSX</td> <td>B. CHOUDHARY</td> <td rowspan="4">  </td> <td colspan="2">नाम</td> <td>दिनांक एवं हस्ताक्षर</td> </tr> <tr> <td>MRC & PSC</td> <td>V.K. CHAUHAN</td> <td colspan="2">NAME</td> <td>SIGNATURE & DATE</td> </tr> <tr> <td>STE</td> <td>R. AGARWAL</td> <td colspan="2">अनुवादक TRANSLATED BY</td> <td></td> </tr> <tr> <td>QAX</td> <td>N.K. MANWANI</td> <td colspan="2">निर्माणकर्ता WORKED BY</td> <td>Pankaj Agarwal</td> </tr> <tr> <td></td> <td></td> <td></td> <td>जांचकर्ता CHECKED BY</td> <td>Ashish Ranjan</td> <td>ARanjan-23.06.11</td> </tr> <tr> <td>सहमत विभाग</td> <td>नाम</td> <td>दिनांक एवं हस्ताक्षर</td> <td>पर्यवेक्षणकर्ता SUPERVISED BY</td> <td>Gopal Krishnan</td> <td>GK-23.06.11</td> </tr> <tr> <td>AGREED DEPTT</td> <td>NAME</td> <td>DATE & SIGNATURE</td> <td colspan="3"></td> </tr> <tr> <td colspan="3"></td> <td colspan="3"> स्वीकृति : संस्थान मानक समिति APPROVED : PLANT STANDARDS COMMITTEE </td> </tr> <tr> <td colspan="3"> REV. NO. 00 Dt. 14.06.11 </td> <td colspan="3"> निर्माण : जारी : मानक विभाग PREPARED : MTE ISSUED : STANDARDS DIVISION </td> </tr> <tr> <td colspan="3"></td> <td colspan="3"> दिनांक : DATE : 14.06.2011 </td> </tr> </table>					TSX	B. CHOUDHARY		नाम		दिनांक एवं हस्ताक्षर	MRC & PSC	V.K. CHAUHAN	NAME		SIGNATURE & DATE	STE	R. AGARWAL	अनुवादक TRANSLATED BY			QAX	N.K. MANWANI	निर्माणकर्ता WORKED BY		Pankaj Agarwal				जांचकर्ता CHECKED BY	Ashish Ranjan	ARanjan-23.06.11	सहमत विभाग	नाम	दिनांक एवं हस्ताक्षर	पर्यवेक्षणकर्ता SUPERVISED BY	Gopal Krishnan	GK-23.06.11	AGREED DEPTT	NAME	DATE & SIGNATURE							स्वीकृति : संस्थान मानक समिति APPROVED : PLANT STANDARDS COMMITTEE			REV. NO. 00 Dt. 14.06.11			निर्माण : जारी : मानक विभाग PREPARED : MTE ISSUED : STANDARDS DIVISION						दिनांक : DATE : 14.06.2011		
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			पृष्ठ का	Page 2 of 4										
SUPERSEDES INVENTORY NO. सामग्री सूची संख्या को अधिकारित करता है	9.0 MECHANICAL PROPERTIES: 9.1 As solution heat treated: A hardness test shall be performed to verify the uniformity of the strength within a delivery lot (per melt and heat treatment batch). The test amount shall be 10% of the bars with a minimum of 10 bars. When the lot consists of less than 10 bars all bars shall be tested. A maximum hardness in solid solution condition of HRC 29 shall be achieved. 9.2 Testing of Representative Mechanical Properties in Precipitation Heat Treated Condition The mechanical properties are to be determined for each heat treatment batch. The test pieces are to be heat treated according to the following: 1. 843°C ± 8°C/ 2-4 h/ air *) down to RT 2. 718°C ± 8°C/ 8 h/ furnace cool with 55°C/h down to 621°C/621°C ± 8°C/ 8h/ air *) *) The furnace cooling rate must be equivalent to an air cool 9.2.1 Mechanical properties at Room Temperature The following properties shall be reached at room temperature: <table border="1" data-bbox="337 892 1414 1075"> <thead> <tr> <th>0.2% Proof strength (N/mm²)</th> <th>Tensile strength (N/mm²)</th> <th>Elongation (l=4d) (%)</th> <th>Reduction of area (%)</th> <th>Hardness HRC</th> </tr> </thead> <tbody> <tr> <td>≥ 724</td> <td>≥ 1103</td> <td>≥ 12</td> <td>≥ 20</td> <td>≥ 27</td> </tr> </tbody> </table>				0.2% Proof strength (N/mm ²)	Tensile strength (N/mm ²)	Elongation (l=4d) (%)	Reduction of area (%)	Hardness HRC	≥ 724	≥ 1103	≥ 12	≥ 20	≥ 27
0.2% Proof strength (N/mm ²)	Tensile strength (N/mm ²)	Elongation (l=4d) (%)	Reduction of area (%)	Hardness HRC										
≥ 724	≥ 1103	≥ 12	≥ 20	≥ 27										
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	9.2.2 Tensile test at 650°C The following properties shall be reached at 650°C: <table border="1" data-bbox="443 1146 1310 1329"> <thead> <tr> <th>0.2% Proof strength (N/mm²)</th> <th>Tensile strength (N/mm²)</th> <th>Elongation (l=4d) (%)</th> <th>Reduction of area (%)</th> </tr> </thead> <tbody> <tr> <td>≥ 621</td> <td>≥ 896</td> <td>≥ 15</td> <td>≥ 25</td> </tr> </tbody> </table>				0.2% Proof strength (N/mm ²)	Tensile strength (N/mm ²)	Elongation (l=4d) (%)	Reduction of area (%)	≥ 621	≥ 896	≥ 15	≥ 25		
	0.2% Proof strength (N/mm ²)	Tensile strength (N/mm ²)	Elongation (l=4d) (%)	Reduction of area (%)										
≥ 621	≥ 896	≥ 15	≥ 25											
स्वतंत्राधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है। इसका प्रयोग एवं प्रसारण के बिना भारत हेवी इलेक्ट्रिकल्स की लिमिटेड की अनुमति के बिना न किया जाए।	9.2.3 Creep Rupture Test at 650°C A creep rupture test using a standard cylindrical combination smooth and notched specimen according to ASTM E 292 is to be carried out at 650°C under an axial stress of 586 MPa. The rupture time has to be longer than 23 hours together with an elongation of more than 8%. The rupture shall occur in the smooth part of the specimen. Separate smooth and notched specimen machined from adjacent sections to the same piece with gage sections conforming to the dimensions of the ASTM E 292 may be tested individually at 650°C under an axial stress of 586 MPa. The smooth specimen shall not rupture in less than 23 hours together with an elongation of more than 8%. The notched specimen shall not rupture before the smooth one.													
दिनांक एवं हस्ताक्षर SIGN & DATE 28/6/11	9.2.4 Coefficient of Linear Expansion: The mean coefficient of linear thermal expansion between room temperature and 650°C is to be determined and shall be reported within the documentation. It shall not exceed 13.5 X 10 ⁻⁶ °C ⁻¹ .													
सामग्री सूची संख्या INVENTORY NO. P-4099	REV.NO. 00	निर्माणकर्ता WORKED BY A. Ranjan	जांचकर्ता CHECKED BY Gopal Krishnan	23.06.11 23.6.11										

दिनांक एवं हस्ताक्षर SIGN & DATE		संस्थान क्रय विनिर्देश (हीप - हार्डवार)		HW 12785		
		PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)		पृष्ठ का Page 3 of 4		
SUPERSEDES INVENTORY NO	समशी सूची संख्या को अधिकृतित करता है	10. OUTER AND INNER QUALITY / NDE: 10.1 Scope of Inspection: Following NDE shall be performed in delivery condition (as solution heat treated): - Verification inspection of all bars - Complete ultrasonic inspection (UT) of all bars according to EN 10308 type 1a-1c (table 1) 10.2 Criteria for registration and decision: Regarding UT inspection quality class 3 according to EN 10308 (table 3) shall be applied. The decision limit for loss of back wall echo is 3 dB for all bar dimensions. Any linear or surface like in-homogeneity larger than 10mm in any direction is not acceptable.				
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.		11.0 MARKING: The manufacturer has to mark the products in such a way that it is possible to identify the heat, heat treatment batch, steel quality and origin of the delivery. With that purpose following marking shall be provided: - ID-no. - Name of the manufacturer, trademark or logo - Material designation - Manufacturer identification number. This number shall allow for the identification of the heat treatment batch. The marking of the materials shall be such that heat no., steel quality & manufacturer name / identifications are legible.				
स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रयोग एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किश: जाय		12.0 TEST CERTIFICATES: The supplier shall supply four copies of test certificates as per EN 10204, certificate 3.1 B, unless otherwise stated on the order. The test certificates shall contains the following: - BHEL References: Specification no., Purchase orders no. - material designation - heat no, heat analysis, and melting method - lot and test no. - Complete information on all heat treatments performed, - result of the grain size determination				
दिनांक एवं हस्ताक्षर SIGN & DATE 23/6/11	समशी सूची संख्या INVENTORY NO P-4099	REV.NO. 00		निर्माणकर्ता WORKED BY A. Ranjan	23.06.11	
				जांचकर्ता CHECKED BY Gopal Krishnan	23.6.11	

निर्माक एवं हस्ताक्षर SIGN & DATE		संस्थान क्रय विनिर्देश (हीप - हरिद्वार) PLANT PURCHASE SPECIFICATION (HEEP - HARDWAR)		HW 12785	
				पृष्ठ का Page 4 of 4	
सामग्री सूची संख्या को SUPERSEDES INVENTORY NO	- Hardness measurements in solution heat treated condition. All individual values shall be reported - Coefficient of linear expansions - Confirmation of the verification test - Results of non destructive inspection				
COPYRIGHT AND CONFIDENTIAL. The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly, in any way detrimental to the interest of the company.	13.0 CLEARANCE FOR DELIVERY : The total results of the tests carried out are the deciding factor for clearance for delivery. BHEL shall evaluate the total results taking into consideration the intended use of the material and examines accordingly the permissibility of deviation (if any) from the specified properties. The clearance however does not relieve the supplier of his responsibility for the hidden non-permissible defects, which are found later.				
	14.0 CROSS REFERRED STANDARDS: AMS 5940, ASTM E 292, ASTM E 112, EN10204, EN 10308				
स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेतु इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रयुक्त एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में अतिक्रमण है, मजिया जाए					
हस्ताक्षर एवं दिनांक SIGN & DATE  28/6/11					
सामग्री सूची संख्या INVENTORY NO. P-4099	REV.NO. 00		निर्माणकर्ता WORKED BY A. Ranjan		23.06.11
			जांचकर्ता CHECKED BY Gopal Krishnan		23-6-11

ANNEXURE-IV
(Quality Plan)

MANUFACTURER'S NAME AND ADDRESS										STANDARD QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL			
VENDOR'S NAME		ITEM		STEEL BARS. (ALLOY 783)		QP NO. REV.		QA/CF/OP/364 01													
BHEL		DRG. NO. / SIZE		AS PER PO		HW12785		AS PER PO		Page 1 of 2											
SL. NO.		SPEC. REV.		CHARACTERISTICS		CLASS		TYPE OF CHECK		QUANTUM OF CHECK		REFEREN CE DOCUMENT		ACCEPTANCE NORMS		FORMAT OF RECORDS		AGENCY M B N		REMARKS	
1		2		3		4		5		6		7		8		9		10		11	
1.	METING AND REFINING (VIM + VAR) or (VIM + ESR)	CHEMICAL COMPOSITION	MAJOR	SPECTRO ANALYSIS	EACH HEAT	HW12785	HW12785	HW12785	TC												
2.	ROLLING / FORGING					AS PER VENDOR'S PRACTICE	IR														
3.	SOLUTION TREATMENT	TIME & TEMPERATURE	MAJOR	HT CHART	100%	HW12785	HW12785	HW12785	TC												
4.	HARDNESS TEST IN SOLUTION HEAT TREATED CONDITION	HARDNESS	MAJOR	HARDNESS	10% PER HEAT PER HT BATCH OR MIN 10 BARS WHICHEVER IS MAXIMUM	HW12785	HW12785	HW12785	TC												
5.	METALLOGRAPHIC EXAMINATION IN SOLUTION ANNEAL CONDITION.	GRAIN SIZE / MICROSTRUCTURE	MAJOR	METALLOGRAPHIC	1 BAR PER HEAT PER HT BATCH	HW12785	HW12785	HW12785	TC												
										FOR CUSTOMER USE										APPROVED BY	
MANUFACTURER/SUBCONTRACTOR										LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL NOM. INSPECTION AGENCY "TUV" (INDIAN VENDORS) N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER											

MANUFACTURER'S NAME AND ADDRESS				STANDARD QUALITY PLAN				TO BE FILLED BY BHEL				TO BE FILLED BY BHEL			
VENDOR'S NAME		ITEM		STEEL BARS, (ALLOY 783)		QP NO.	QA/CF/QP/364								
BHEL		DRG. NO./ SIZE		AS PER PO		REV.	01								
SL. NO.		SPEC.		HW12785											
COMPONENT & OPERATIONS		CHARACTERISTICS		CLASS		TYPE OF CHECK		QUANTUM OF CHECK		REFEREN CE DOCUMENT		ACCEPTANCE NORMS		FORMAT OF RECORDS	
2		3		4		5		6		7		8		9	
1														11	

6.	PRECIPITATION HEAT TREATMENT OF TEST PIECES	TIME & TEMPERATURE	MAJOR	HT CHART	ONE PER HEAT PER HEAT TREATMENT BATCH.	HW12785	HW12785	TC	P	V	
6.1	MECHANICAL TESTING AT ROOM TEMPERATURE	0.2% PROOF STRENGTH TENSILE STRENGTH % ELONGATION % REDUCTION IN AREA HARDNESS	MAJOR	MECHANICAL TEST	100%	HW12785	HW12785	TC	P	W	
6.2	TENSILE TEST AT 650°C	0.2% PROOF STRENGTH TENSILE STRENGTH % ELONGATION % REDUCTION IN AREA	MAJOR	MECHANICAL TEST	100%	HW12785	HW12785	TC	P	W	
6.3	CREEP RUPTURE TEST AT 650°C		MAJOR	CREEP	AS PER SPEC	HW12785	HW12785	TC	P	W	
6.4	COEFFICIENT OF LINEAR EXPANSION		MAJOR		AS PER SPEC	HW12785	HW12785	TC	P	W	
7.	NDT	INTERNAL DEFECTS	MAJOR	UT	100%	HW12785	HW12785	TC	P	W	*10% RANDOM
8.	MATERIAL IDENTIFICATION / VERIFICATION CHECK		MAJOR		100%	HW12785	HW12785	TC	P	W	*10% RANDOM
9.	VISUAL & DIMENSIONAL CHECK	VISUAL & DIMENSION	MAJOR	VISUAL & MEASURE	100%	PURCHASE ORDER	PURCHASE ORDER	TC	P	W	*10% RANDOM
10.	IDENTIFICATION MARKING	MARKING	MAJOR	VISUAL	100%	HW12785	HW12785	TC	P	V	

FOR CUSTOMER USE		APPROVED BY	
LEGEND: ! RECORDS IDENTIFIED WITH 'TICK' SHALL BE ESSENTIALLY INCLUDED BY CONTRACTOR IN QA DOCUMENTATION. M: MANUFACTURER / SUBCONTRACTOR B: BHEL NOM. INSPECTION AGENCY "TUV" (INDIAN VENDORS) THIRD PARTY INSPECTION AGENCY LRS/TUB/BV (FOR FOREIGN VENDORS) N: CUSTOMER INDICATE 'P' PERFORM 'W' WITNESS AND 'V' VERIFICATION ALL 'W' INDICATED IN COLUMN 'N' SHALL BE 'CHP' OF CUSTOMER		Signature Signature	

5

ANNEXURE- V

General Instructions and Standard Terms & Conditions (GISTC) For Indian Bidders



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

For Indian Bidders (Version June-2017,Rev: 01)

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25. NOTE.

1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser).

2. ORIGIN OF QUOTATION.

- a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer / agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.

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

3. SUBMISSION OF TENDER.

- a) Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:-

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

To,

**THE HEAD OF MATERIALS MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

- b) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- c) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- d) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is

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



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

- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com
- i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.

4. TENDER OPENING.

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

specific letter, for price bid opening on that particular day. General authorization letter is not acceptable.

5. SPECIFICATION, DRAWINGS & STANDARD.

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

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non consideration of such bids.

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

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

7. REVERSE AUCTION.

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

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

8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.

9. PENALTY FOR LATE DELIVERY.

- a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this condition must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation.
- b) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- e) **DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- f) **DELIVERY AGAINST BANK DOCUMENTS:** In case payment terms quoted by bidder are documents through bank, and

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

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

10. PAYMENT TERMS.

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

11. TAXES & DUTIES.

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

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

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

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

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

12. BANK GUARANTEE.

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

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

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

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

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY

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

16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.

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

17. TRANSIT INSURANCE.

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

18. RISK PURCHASE.

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

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

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

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uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

- b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :-

- 1) Valid NSIC Certificate or
- 2) Udyog Aadhaar Memorandum or
- 3) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- 4) EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
- 5) Any Start-Up Organization will be eligible to avail all the benefits as provided by Govt. guidelines after submitting the required documents.

However, credentials of all MSE suppliers will be verified before advancing the intended benefits.

- c) MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
- d) In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer 20% of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then 20% quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
- e) While distributing the 20% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the

bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.

- f) In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost .
- k) In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
- l) If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
- m) Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail

24. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website www.bhelhwr.co.in The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to ppx_idx@bhelhwr.co.in giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in

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- d) Copy of this Tender Enquiry is being sent through the post.

25. NOTE.

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

ANNEXURE- VI

General Instructions and Standard Terms & Conditions (GISTC) For Foreign Bidders



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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23. NOTE.

1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser).

2. ORIGIN OF QUOTATION.

- a) The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer / agent can also submit the bid on

their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.

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

3. SUBMISSION OF TENDER.

- a) Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:-

Quotation Against Enquiry No. _____

Dated: _____

Due on: _____

To,
THE HEAD OF MATERIALS MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.

- b) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- c) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received

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in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.

- d) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.
- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.
- g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com
- i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- j) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.

4. TENDER OPENING.

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

5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.

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- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company.

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Bidders need to quote their prices on CFR any sea port in Mumbai or FCA basis to the named airport in Euro / USD / JPY / UK Pound / SF / Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.
- d) Offers received other than CFR basis may result in non-consideration of such bids.
- e) However if BHEL agrees to accept the FOB condition, to arrive at landed cost at our plant / site, the FOB prices shall be loaded for 3% (of FOB Value) towards marine insurance, port handling charges & inland freight or actual freight / port handling charges as per BHEL contract whichever is higher.

f) Basis of Evaluation for Bid / Quotation in foreign currency:

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

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

g) Evaluation of Indian Agents Commission:

- I. BHEL prefers to deal directly with foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure compliance to applicable guidelines.
- II. The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission.
- III. In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids

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

h) While submitting your bids please clearly indicate:

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

7. REVERSE AUCTION.

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

8. DELIVERY TERMS.

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

- b) In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container / High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).
- c) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.
- d) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders.
- e) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 600 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).
- f) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.
- g) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the IGM (Import General Manifest) at discharge port.

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- h) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- i) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is mandatory to be provided. However a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.
- j) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and / or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any paid by BHEL (for stated reasons).
- k) **The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will have to forego Input Credit on GST.**
- l) While booking the shipment, bidder to also finalize **destination charges** and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- m) If cargo is stuffed in container then the same should be allowed to be moved to CFS of importers choice without any additional charges.
- n) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.
- p) **Information related to OBL / AWB Documents:**
- I. Consignee name and address should be same as mentioned in the Purchase order.
- II. Notify party: Name and address will be as follows :(For discharge port Mumbai or Nhava Sheva)
Bharat Heavy Electricals Limited
14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005
Email: msseahwr@bhel.in &
ppximx@bhelhwr.co.in (in case of Sea Shipments)
Email: msair@bhel.in and
ppximx@bhelhwr.co.in (in Case of Air shipments)
For latest updating please refer our web site:
www.bhelhwr.co.in
- III. OBL should clearly mention the Indian agent address and contact details.
- IV. OBL should be issued as per UCP 600.
- V. In case of incoterms other than FOB, OBL should mention the container detention free period.
- VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to their Mumbai office with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings may be routed through bank based on the other agreed terms and conditions of purchase order.

9. PENALTY FOR LATE DELIVERY.

- a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this CONDITION

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must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation.

- b) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- e) The delivery date for penalty purpose will be the Bill of Lading Date / Air way bill.

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after Receipt and Acceptance of Material / Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- d) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be

specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.

- e) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 30 days prior to the scheduled delivery and will be valid for a period of 60 days.

11. BANK GUARANTEE.

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

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

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

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

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

13) QUALITY REQUIREMENT.

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

14. VALIDITY.

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

15. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

16. TRANSIT INSURANCE.

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

17. PHYTOSANITARY CERTIFICATE:

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

18. RISK PURCHASE.

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

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

19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

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

22. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website www.bhelhwr.co.in. The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to ppx_idx@bhelnhr.co.in giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in.
- d) Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.

23. NOTE.

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

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

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ANNEXURE- VII

Certificate by Chartered Accountant on letter head

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

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant