

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

**Tender No.: F/F219/17/3443/K1**

**Sub: BHEL-HEEP/OPEN-TENDER FOR CARBON STEEL PLATES (BQ PLATES)**

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 (mm)     | Qty. (MT) | Delivery Schedule |
|-------------------|-------------------------------------------------------------------------------|--------------|---------------|-----------|-------------------|
| F/F219/17/3443/K1 | Carbon Steel Plates – Intermediate and High temperature (BQ) - AA10401 Rev 16 | HW1041801963 | 60X2500X8000  | 47        | 30.03.18          |
|                   |                                                                               | AA1041801238 | 63X2500X8000  | 60        | 30.03.18          |
|                   |                                                                               | AA1041801246 | 70X2500X8000  | 109.9     | 30.03.18          |
|                   |                                                                               |              |               | 77.1      | 30.05.18          |
|                   |                                                                               | AA1041801270 | 90X2000X6000  | 68        | 30.03.18          |
|                   |                                                                               |              |               | 51        | 30.05.18          |
|                   |                                                                               | AA1041801289 | 100X2500X8000 | 78        | 30.03.18          |
|                   |                                                                               |              |               | 47        | 30.05.18          |
|                   |                                                                               | AA1041801297 | 110X2000X6000 | 156       | 30.03.18          |
|                   |                                                                               |              |               | 103       | 30.05.18          |
|                   |                                                                               | AA1041801335 | 140X2250X5100 | 214.5     | 30.03.18          |
|                   |                                                                               |              |               | 126       | 30.05.18          |
|                   |                                                                               | AA1041801408 | 220x1500X4000 | 165.8     | 30.03.18          |

The tender documents & Specification of item can be downloaded from our web site [www.bhel.com](http://www.bhel.com) or [www.bhelhwr.co.in](http://www.bhelhwr.co.in) or [www.tenders.gov.in](http://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 24.11.2017 & opening of tender shall be 25.11.2017.** Tenders will be received up to 01.45 P.M. on **25.11.2017** 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 25.11.2017) 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/-** (Two lakhs 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 the web site.

EMD is waived off for-

- Central/ State – PSUs/ Government departments
- As per government guidelines, MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits).
- The vendors registered for BQ Plates (Spec: AA10401 Rev: 16) in **PMD SL024 with BHEL, Haridwar** are only exempted from EMD.

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. To follow CVC guidelines, intending vendors has to comply all terms and conditions of integrity pact. Hence, submit two ink-signed copies of filled in integrity pact along with your offer in the enclosed format of integrity pact as per Annexure- VII.

**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 BQ Plates (Spec: AA10401 Rev: 16) in PMD SL024.

**Un-registered Vendors** - Are those who are Not registered with BHEL, Haridwar for procurement BQ Plates (Spec: AA10401 Rev: 16) in PMD SL024.

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

### **ESSENTIAL INSTRUCTIONS**

1. Only those bids will be opened which have been submitted with requisite EMD.
2. All un-registered vendors shall be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) Foreign Vendors or Indigenous Vendors. Vendor (s) shall not be considered for ordering if not approved by BHEL.
3. BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).
4. The tender document must comprise of three envelopes:
  - i) Envelope I : Techno -Commercial Bid & Pre- Qualifying Requirement
  - ii) Envelope II : Supplier Registration Form (For new/unregistered vendors)
  - iii) Envelope III : Price Bid.
5. The tenders shall be submitted in three parts
  - i. Part I - Techno -Commercial Bid,
  - ii. Part II - Vendor Registration Form
  - iii. Part III - Price Bid

Vendor Registration Form shall be submitted by unregistered vendors only.
6. 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.
7. 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.
8. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
9. Part-I containing techno-Commercial bid and part-II containing Vendor Registration Form will be opened on the date and time specified in the tender notice in the presence of those tenders who wish to attend.
10. Part-III (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.
11. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid and the bids falling within the delivery period and meeting the last delivery requirement.
12. Currency exchange rate will be applicable on the date of opening of Part-I (Techno-commercial Bid) for evaluation purpose.
13. **Evaluation of Bid: - The bid shall be evaluated**
  - a. Cost to BHEL basis. ( Basic Cost + Insurance + Transportation + GST )
  - b. The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, will be communicated to the vendor.

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14. 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.
15. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.
16. BHEL reserves the right to open the price bid along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
17. **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/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php)
18. Total weight--/Gross/Net in Kg/MT & also package size essentially should be indicated if not exact then approximate.
19. 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 see Annexure-V and Annexure- VI for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries for Indian & Foreign Vendors respectively. All the bidders / vendors must ensure compliance of these GISTC. GISTC can also be referred by login to B2B Portal for BHEL approved Vendors.**

IN CASE REGISTERED VENDORS ARE NOT MAKING AN OFFER AGAINST THIS ENQUIRY, THEN THEY ARE REQUESTED TO SEND A LETTER OF REGRET.

**DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID), PART-II (VENDOR REGISTRATION FORM) & PART-III (PRICE BID)**

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

- a. Confirmation to Minimum Qualification Requirement as per Annexure-II.
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid.
- c. Delivery schedule.
- d. 3 Months Validity to be indicated.
- e. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- f. Details of activity outsourced.
- g. Integrity Pact in the enclosed format as per Annexure- VII.

**Part-II - Vendor Registration Form (SRF)**  
**(SRF-Foreign Suppliers or SRF-Indian Suppliers)**

- a. **Supplier/Vendor Registration Form-** Go through online supplier registration portal <https://supplier.bhel.in/> after filling the online registration form send the copy of same along with your offer within due date.
- b. The SRF (as applicable) duly filled up will be assessed for manufacturing capability quality systems being followed, organizational soundness and financial worthiness. The same shall be submitted with Part-I (Techno-Commercial Bid) **by un-registered vendor** only with BHEL, HEEL, and Haridwar.

**PART –III (Price Bid)**

- a. Price bid with prices to be submitted as part-III 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-HEEL-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. Being raw material, penalty for Late Delivery would be applicable @ 0.5% week or part thereof subject to a maximum of 10% of the unexecuted portion of the order.  
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 CARBON STEEL PLATES (BQ) AGAINST TENDER NO. **F/F219/7/3443/K1** DUE ON **25.11.2017**.”
- **Techno-Commercial and stamped Integrity** Pact - Part-I to be kept in envelop – **Envelop-A** & to be marked as Techno-Commercial Offer.
- Copy of Vendor Registration Form - Part –II to be kept in another envelop – **Envelop – B** & to be marked as Vendor Registration Form.
- Price Bid – Part-III to be kept in another envelop – **Envelop-C** & to be marked as Price Bid.
- Drafts for EMD to be kept in one envelop – **Envelop –D**. 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 envelopes 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.
- Envelop-A, Envelop-B, Envelop-C & Envelop-D are to be kept in one envelop super scribed as above

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

To follow CVC guidelines, intending vendors has to comply all terms and conditions of integrity pact. Hence, submit two ink-signed copies of filled in integrity pact along with your offer in the enclosed format of integrity pact as per Annexure- VII.

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

| <b>Tender No.</b>         | <b>Item Description</b>                                                                     | <b>Mat. Code</b> | <b>Size (mm)</b> | <b>Total No./ Pieces of plates required</b> | <b>Qty. (MT)</b> | <b>Delivery Schedule</b> |
|---------------------------|---------------------------------------------------------------------------------------------|------------------|------------------|---------------------------------------------|------------------|--------------------------|
| F/F219/<br>17/3443<br>/K1 | Carbon Steel Plates – Intermediate and High temperature (BQ)<br><b>Spec- AA10401 Rev 16</b> | HW1041801963     | 60X2500X8000     | 05                                          | 47               | 30.03.18                 |
|                           |                                                                                             | AA1041801238     | 63X2500X8000     | 06                                          | 60               | 30.03.18                 |
|                           |                                                                                             | AA1041801246     | 70X2500X8000     | 17                                          | 109.9            | 30.03.18                 |
|                           |                                                                                             |                  |                  |                                             | 77.1             | 30.05.18                 |
|                           |                                                                                             | AA1041801270     | 90X2000X6000     | 14                                          | 68               | 30.03.18                 |
|                           |                                                                                             |                  |                  |                                             | 51               | 30.05.18                 |
|                           |                                                                                             | AA1041801289     | 100X2500X8000    | 08                                          | 78               | 30.03.18                 |
|                           |                                                                                             |                  |                  |                                             | 47               | 30.05.18                 |
|                           |                                                                                             | AA1041801297     | 110X2000X6000    | 20                                          | 156              | 30.03.18                 |
|                           |                                                                                             |                  |                  |                                             | 103              | 30.05.18                 |
|                           |                                                                                             | AA1041801335     | 140X2250X5100    | 27                                          | 214.5            | 30.03.18                 |
|                           |                                                                                             |                  |                  |                                             | 126              | 30.05.18                 |
|                           |                                                                                             | AA1041801408     | 220x1500X4000    | 16                                          | 165.8            | 30.03.18                 |

**Remarks-**

1. Quantity tolerance  $\pm 5\%$  is acceptable.
2. Deviation w.r.t. size, quantity & tolerance is not acceptable.
3. 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.
4. BIS certification as per grade IS: 2002 or IS 2041 for P265GH of EN10028-2 is mandatory. Offer of only those vendors will be considered who have BIS certification as per grade IS: 2002 or IS 2041 for P265GH of EN10028-2 before price bid opening. And all vendors have to submit the proof of the same along with their offer.
5. 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.

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

**ANNEXURE-II****Minimum Qualification Requirement****➤ Technical Requirements-**

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) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------|----------------------------------------------------|----------|-----------------------------|
| 1.                                                                                                                                                                                            | Vendor must be having experience of manufacturing and supplying pressure vessel plates (e.g. P265GH/EN10028, IS: 2002, H265/IS: 2041, ASTM A515, ASTM A516 etc.) of thickness ≥ 60mm for 60mm plate, ≥63mm for 63mm plate , ≥ 70mm for 70mm, ≥ 90mm for 90mm, ≥ 100mm for 100mm, ≥ 110mm for 110mm, ≥ 140mm for 140mm and ≥ 220mm for 220mm. Vendor to submit their past supply experience in format below. Vendor to submit their past supply experience in format given below. |                                                  |                           |                                                    |          |                             |
|                                                                                                                                                                                               | Sl. No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Plate Dimension (mm)(Thickness X Width X Length) | Material Grade & Standard | Name of customer/ Purchase order No/Year of Supply | Quantity |                             |
|                                                                                                                                                                                               | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                  |                           |                                                    |          |                             |
|                                                                                                                                                                                               | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                  |                           |                                                    |          |                             |
|                                                                                                                                                                                               | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                  |                           |                                                    |          |                             |
|                                                                                                                                                                                               | Vendor to submit documentary evidence like test certificates covering chemical, mechanical properties, heat treatment, supply dimension details in support of experience.                                                                                                                                                                                                                                                                                                        |                                                  |                           |                                                    |          |                             |
| 2.                                                                                                                                                                                            | Vendor must have in-house rolling and normalizing heat treatment facility to manufacture plates of enquiry dimensions. Details of manufacturing facilities like steel melting, rolling, heat treatment etc are to be provided.                                                                                                                                                                                                                                                   |                                                  |                           |                                                    |          |                             |
| 3.                                                                                                                                                                                            | In case in-house steel melting facility is not available, vendor to provide details of steel supplier.                                                                                                                                                                                                                                                                                                                                                                           |                                                  |                           |                                                    |          |                             |
| 4.                                                                                                                                                                                            | Vendor to furnish in house testing facilities to carry out testing as per the requirements of BHEL specification AA10401. In case of outsourcing of any test, vendor to agree to carry out testing at Government accredited labs only.                                                                                                                                                                                                                                           |                                                  |                           |                                                    |          |                             |
| 5.                                                                                                                                                                                            | Vendor to confirm that they will meet all the requirements of BHEL specification AA10401.                                                                                                                                                                                                                                                                                                                                                                                        |                                                  |                           |                                                    |          |                             |
| Note: In case of trader/stockist, vendor to submit details as per points 1 - 5 above of their principal manufacturer. Offers of trader/stockist without these details will not be considered. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                  |                           |                                                    |          |                             |

| Sl. No.                                                                               | Quality Requirement                                                    | Vendor's confirmation (Y/N) |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------|-----------------------------|
| 01                                                                                    | Testing and certification as per ordering specification AA10401 Rev 16 |                             |
| <b>Note- This is applicable for both registered as well as un-registered vendors.</b> |                                                                        |                             |

**Signature with stamp**

**Name:**

**Name of Firm:**

**Designation:**

**Date:**

## **ANNEXURE-III**

**(Specifications)**

August, 1976

# CORPORATE PURCHASING SPECIFICATION



## 8.0 TEST SAMPLES:

As per IS: 2002 or EN 10028 – 2 as applicable.

## 9.0 ULTRASONIC TEST:

Plates 25mm and above are to be ultrasonically tested as per IS: 4225 / ASTM A435 /ASTM A578, Level B.

## 10.0 FREEDOM FROM DEFECTS:

Plates shall be cleanly rolled to the dimensions specified. The finished material shall be free from excessive segregation of impurities and cracks, surface flaws, laminations, rough, jagged & imperfect edges and internal & surface defects.

Slight scale or shell may, however, be removed by such means as chisel, file, buff or shot blast or other suitable means provided that the thickness of the material is nowhere reduced below the specified thickness. Hammer dressing, patching or welding of defects is prohibited.

## 11.0 TEST CERTIFICATES:

Unless otherwise specified on the order, three copies of test certificates shall be supplied.

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

The test certificate shall bear the following information:

AA10401 Rev.16 / IS: 2002 Gr.2 or EN 10028 – 2, Gr: P265 GH+N

BHEL Order No.

Melt no, Size & Quantity,

Batch no. with heat treatment details,

Results of Chemical analysis, Mechanical including Bend/Impact tests & Ultrasonic tests.

Supplier's name, Identification No, TC No, Signature of competent authority, etc.

## 12.0 PACKING AND MARKING:

Plates shall be transported suitably to avoid damage during transit.

For plates below 10 mm thick, each pile (preferably of 16 plates) and each plate 10mm thick & above shall be marked with the suppliers Identification No, Melt No. AA10401, BHEL order no., Suppliers name, Size & weight, on any one corner and encircled with paint preferably of white colour.

## 13.0 REFERRED STANDARDS (Latest Publications Including Amendments):

- 1) IS/ISO 7452      2) EN 10029      3) IS: 4225      4) ASTM A435      5) ASTM A578

CPs-1052 23/7/14

**ANNEXURE-IV**

**BHEL Standard Terms & Conditions: To be confirmed and Submitted along with  
Techno-Commercial offer (Bid Part-1)**

**The confirmation to these terms & conditions must be submitted along with Techno-commercial bid.**

| Sl. No.                         | Description                                                                                                                                                                                                                                                                                                                                                                                                | Your confirmation |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1                               | Pl confirm that the size and quantity of each quoted item will be as per Enquiry only.                                                                                                                                                                                                                                                                                                                     |                   |
| 2                               | Pl. confirm the quantity tolerance of +/- 5% tolerance considering required Number of plates.                                                                                                                                                                                                                                                                                                              |                   |
| 3                               | Validity: Confirm that validity of the offer shall be 90 days from the due date of opening of Techno-Comm. Offers.                                                                                                                                                                                                                                                                                         |                   |
| 4                               | Confirm that prices have been quoted on FOR Haridwar(for Indian Bidders) or CFR/CIF Mumbai basis (For foreign bidders).                                                                                                                                                                                                                                                                                    |                   |
| 5                               | Kindly Confirm the delivery period from the date of PO .                                                                                                                                                                                                                                                                                                                                                   |                   |
| 6                               | Kindly confirm the standard LD clause " Penalty for late delivery would be applicable @0.5% week or part thereof subject to a maximum of 10% of the unexecuted portion of the order." Non acceptance of LD clause will result in loading @10% for price comparison. Also, B/L date shall be considered as delivery date for penalty purpose in case of <b>CFR/CIF Mumbai delivery for foreign vendors.</b> |                   |
| 7                               | Acceptance of risk purchase clause is mandatory for all tenders as per standard policy of BHEL. Kindly confirm.                                                                                                                                                                                                                                                                                            |                   |
| 8                               | Confirm to participate in <b>Reverse Auction</b> as BHEL reserves the right to go for RA.                                                                                                                                                                                                                                                                                                                  |                   |
| 9                               | Pl. Confirm that the prices will remain firm during the entire validity.                                                                                                                                                                                                                                                                                                                                   |                   |
| 10                              | Signed order acceptance shall be furnished within 15 days of order placement.                                                                                                                                                                                                                                                                                                                              |                   |
| 11                              | Kindly accept <b>Standard BHEL Payment Term</b> - "100% after receipt and acceptance of material at BHEL Haridwar".                                                                                                                                                                                                                                                                                        |                   |
| 12                              | <b>For Indian Bidders:</b> Kindly provide the applicable GST rate.                                                                                                                                                                                                                                                                                                                                         |                   |
| <b>For Foreign Bidders only</b> |                                                                                                                                                                                                                                                                                                                                                                                                            |                   |
| 13                              | Shipping documents shall be forwarded to us within 7 days from the date of B/L. Kindly confirm.                                                                                                                                                                                                                                                                                                            |                   |
| 14                              | Shipment of plates will be made through vessel having age not more than 25 years old.                                                                                                                                                                                                                                                                                                                      |                   |
| 15                              | Pl confirm that bank charges condition will be " Either side"                                                                                                                                                                                                                                                                                                                                              |                   |

**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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### **1. GENERAL.**

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

### **2. ORIGIN OF QUOTATION.**

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

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

### **3. SUBMISSION OF TENDER.**

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

Quotation Against Enquiry No. \_\_\_\_\_

Dated: \_\_\_\_\_

Due on: \_\_\_\_\_

To,

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

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

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

- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://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](http://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](http://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](http://www.bhelhwr.co.in). However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

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

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

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

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

### 14. QUALITY REQUIREMENT.

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

### 15. VALIDITY

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

### 16. RIGHT OF ACCEPTANCE.

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

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

### 17. TRANSIT INSURANCE.

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

### 18. RISK PURCHASE.

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

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

### 19. FORCE MAJEURE CLAUSE.

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

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

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

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

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

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

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

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

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

### 20. NON-DISCLOSURE AGREEMENT.

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

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

### 21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

### 22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

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

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

- b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :-
- c) Valid NSIC Certificate or
- d) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- e) EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
- f) However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
- g) MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
- h) In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer 20% of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then 20% quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
- i) While distributing the 20% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering

favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.

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

#### 24. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website [www.bhelhwr.co.in](http://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](mailto: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](http://www.bhelhwr.co.in)
- d) Copy of this Tender Enquiry is being sent through the post.

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**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 supervision of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.

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**ANNEXURE-VI**

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



## BHARAT HEAVY ELECTRICALS LIMITED

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

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22. INFORMATION TO THE BIDDERS.
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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## BHARAT HEAVY ELECTRICALS LIMITED

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

- d) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.
- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://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](http://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](http://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](mailto:msseahwr@bhel.in) &  
[ppximx@bhelhwr.co.in](mailto:ppximx@bhelhwr.co.in) (in case of Sea Shipments)  
Email: [msair@bhel.in](mailto:msair@bhel.in) and  
[ppximx@bhelhwr.co.in](mailto:ppximx@bhelhwr.co.in) ( in Case of Air shipments)  
For latest updating please refer our web site:  
[www.bhelhwr.co.in](http://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](http://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](http://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](mailto: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](http://www.bhelhwr.co.in).
- d) Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.

#### 23. NOTE.

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

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

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**ANNEXURE- VII**

**INTEGRITY PACT**

## **INTEGRITY PACT**

### **Between**

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

### **and**

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

### **Preamble**

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

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

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

## **Section 1 – Commitments of the Principal**

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

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

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

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

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

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

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

### **Section 4 – Compensation for Damages**

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

### **Section 5 – Previous Transgression**

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

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

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

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

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

## **Section 8 –Independent External Monitor(s)**

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

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

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

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

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

## **Section 9 – Pact Duration**

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

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

## **Section 10 – Other Provisions**

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

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

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

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

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

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For & On behalf of the Principal

(Office Seal)

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For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

## ANNEXURE- VIII

### Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as  
on date .....as 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 Rs .....Lacs 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