| | | |
|---|---|---|
| | **PCRI-BOI DEPARTMENT**<br>**BHARAT HEAVY ELECTRICALS LIMITED**<br>**HEEP: HARDWAR-249 403 (Uttarakhand)**<br>**FAX: +91 1334 226084/226462**<br>**TEL: +91 1334 28 1690/1362** | **ENQUIRY NO. R/5599/2019/0458V/1**<br>**DATE OF ISSUE OF ENQUIRY:15/05/2019**<br>**ENQUIRY DUE DATE: 06/06/2019 (2:00 PM)** |

# INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY

## 1. SCOPE OF ENQUIRY

Sealed Bids are invited from the bidders for the supply of the Laboratory Package-4: General Lab Equipments for North Karanpura STPP as per requirement mentioned below:

| Sl. No. | Material Code & Item Description | Qty. | Delivery Date |
|---|---|---|---|
| 1 | **D55995237055**<br>Package-4: General Lab Equipments for North Karanpura STPP<br>(As per list & details enclosed in Annexure-D) | 1 Set | 31.07.2019 |

**2.**

| | |
|---|---|
| Project Name | 3 x 660 MW North Karanpura STPP, Unit-3 (Jharkhand) project site |
| Name of End Customer | NTPC LTD. |
| Custom Duty Status | **Free (i.e. NIL)** |

## 3. EARNEST MONEY DEPOSITE (EMD)

| Details | Amount In INR | Amount in Foreign Currency | Type |
|---|---|---|---|
| EMD | **NIL** | --- | -- |

## 4. PRE-QUALIFICATION REQUIREMENT (PQR)

The Pre-Qualification Requirements have been placed at **ANNEXURE-I**. All the bidders should ensure submission of complete details and documents as called for in the same. The offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.

## 5. SUBMISSION OF OFFER

**5.1** Only English version of all documents would be valid & binding.

**5.2** Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.

**5.3** Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.

**5.4** Tenders are to be submitted in Two (2) Parts and Part-I (Techno-Commercial Bid, as detailed below) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:

**[A] PART-I: PRE-QUALIFICATION REQUIREMENT (PQR) & TECHNO-COMMERCIAL BID**

Comprising of following documents:

a. Bidders are required to furnish requisite details and supporting documents as specified in **Pre-Qualification Requirements (PQR**) for meeting the same. The package Pre-Qualification requirements are enclosed as **ANNEXURE-I**.

b. Complete Technical offer with relevant document/catalogue etc. as per "**Technical Specifications: Annexure-D**" **for General Lab Equipment for 3 x 660 MW North Karanpura STPP, Unit-3 Project"** which are enclosed as **ANNEXURE-II**.

c. **"NIT: MATERIAL DETAILS AND INSTRUCTION TO BIDDERS'' SPECIAL TERMS & CONDITIONS OF ENQUIRY"** and "**GISTC (GENERAL INSTRUCTIONS AND STANDARD TERMS & CONDITIONS AGAINST TENDER ENQUIRY)"** are an integral part of this enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be necessarily submitted along with the offer. Deviations if any are to be listed out separately.

d. Commercial Terms & Conditions.

e. **Quality Assurance Plan (QAP)** of each item of package separately after the placement of PO for approval of BHEL.

f. List of imported items proposed to be supplied in the quoted package.

g. Any Deviation with reference to technical requirements/specification to be laid down on separate sheet. Acceptance of such technical deviations would be at the discretion of BHEL.

h. Un-Priced replica of Price Bid (Package of each item).

i. **Supplier Registration Form (SRF):** Online Registration Portal is operational in BHEL. Bidders not registered at BHEL Haridwar, have to apply through Online Registration portal, https://supplier.bhel.in/. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. One set of hard copy of the filled up Supplier Registration Form (SRF) downloaded from Online Registration Portal duly signed and stamped has to be submitted along with the offer.

**Note: The SRF complete in all respects, should be submitted necessarily before price bid opening. The bidders registered at BHEL, Haridwar are exempted from submission of the SRF.**

**[B] PART-II: PRICE-BID**

Containing **Prices of each item (separately) of the quoted Package** is to be submitted in original, strictly as per enquiry conditions for complete scope of tender enquiry.
Freight charges from vendor's works to project site should be mentioned (quoted) separately in the price bid.

**5.5** Following shall be super scribed on the envelopes which shall be addressed by name and designation to the official inviting tender:

| | |
|---|---|
| PART-I (refer clause 5.4 [A]): | 1. TENDER ENQUIRY NO. AND PACKAGE DESCRIPTION<br>2. DUE DATE FOR OPENING<br>3. "TECHNO-COMMERCIAL BID WITH PQR". |
| PART-II (refer clause 5.5 [B] | 1. TENDER ENQUIRY NO AND PACKAGE DESCRIPTION<br>2. DUE DATE FOR OPENING<br>3. "PRICE BID". |

**5.6** Parts - I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a main cover duly sealed and superscribed as:

"OFFER FOR (PACKAGE NAME) AGAINST ENQUIRY NO. …… DUE ON ……. CONTAINING PART-I & PART-II Bids". Vendor's full name and address should be clearly mentioned on the envelope.

**5.7** Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.

**5.8** 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:

To,

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

**5.9** Tender opening is scheduled to start in the Tender Room at 2:00 PM (IST), on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM (IST) 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.

**5.10** 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.

**5.11** **PART-I (Techno-Commercial bid with PQR**) will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of tenderers who may like to attend. Incomplete offers are liable to be rejected.

**5.12** **Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry.**

**5.13** **After finalization of Technical evaluation, offers of vendors approved by BHEL's customer and who have qualified commercially shall be considered for Price Bid Opening/RA.**

**5.14** All correspondence thereof, shall be addressed to the following persons:

| | |
|---|---|
| **Mr. Pooran Kumar**<br>**Designation: Dy. Engineer (PCRI-BOI**)<br>PCRI, HEEP, BHEL<br>Hardwar- 249403<br>Uttarakhand, India<br>Email ID: pooran81@bhel.in<br>Tel: +91 1334 28 1941 | **Mr. Yashpal Singh**<br>**Designation: Dy. Manager (PCRI-BOI**)<br>PCRI, HEEP, BHEL<br>Hardwar- 249403<br>Uttarakhand, India<br>Email ID: yash63@bhel.in<br>Tel: +91 1334 28 1941 |

**5.15** Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.

**5.16** Bidder shall not be allowed to carry camera/laptop in the tender room. The use of Mobile Phone is also restricted in the Tender Room.

**5.17** Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.

**5.18** As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage,

BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL).

**5.19** Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.

## 6.0 RIGHT OF ACCEPTANCE

**6.1** 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.

**6.2** Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer/bid submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.

**6.3** Unsolicited discounts/revised offers given after enquiry opening (i.e. Part-I bid opening) shall not be accepted.

**6.4** In case there is no change in the technical scope and/or specifications and/or commercial terms & conditions, the bidder/s shall not be allowed to change his/their price bid after the due date (i.e. Part-I bid opening).

**6.5** In case of changes in scope and/or technical specification and/or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.

**6.6** In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their latest price bid shall prevail. However in such condition their original price bid will necessarily be opened.

**6.7** After technical & commercial examination of the offers received and clarifications obtained (if required), Part-II (Revised Price Bid/ Original Price Bid along with Price Impact and Discount, if any) shall be opened, for which the date and time shall be intimated to technically and commercially acceptable bidders in case of public opening. BHEL may opt to finalize the prices through Reverse Auction amongst technically and commercially acceptable bidders. BHEL reserves the right to open the earlier price bids, if any, submitted by the bidder(s), if required.

**6.8** No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.

## 7.0 REVERSE AUCTION

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 to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional 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.

Detailed terms and conditions for RA are enclosed (refer **Annexure-III**)

**8. PUBLIC PROCUREMENT / MAKE IN INDIA (GOVT-NOTIFICATION)**

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

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

Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services. For further details, please refer our GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018

**9 . DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL**

Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

**10. PRE-BID MEETING:**

Pre-Bid clarifications & deviations (if any) should be sought within 10 days of issue of the enquiry. Bidders to compile all clarifications, if any, preferably in single communication. The clarifications would be provided within 3 days of receipt of queries. Bidders may also have across the table discussions for seeking pre-bid clarifications (if required).

**11. IMPORTANT NOTE**

**NIT: MATERIAL DETAILS AND INSTRUCTION TO BIDDERS are to be read along with SPECIAL TERMS & CONDITONS OF ENQUIRY (for both Foreign & Indian Bidders) and GISTC (for both Foreign & Indian Bidders). A signed & stamped copy of these documents as a token of acceptance is to be submitted along with the offer.** In the event of contradiction of terms and conditions mentioned, the order of preference shall

***Kindly ensure the timely submission of your offer (by 1345 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances.***

12. **Evaluation criteria:** Evaluation of bids for decision of lowest bidder would be made based on Material code which shall include all taxes, duties, freight, Packing & Forwarding, I & C charges etc.

**13. List of Enclosures**

i. NIT: Material Details and Instruction to Bidders - No. of Pages: 06
ii. Pre-Qualification Requirement (**Annexure-I**) - No. of Pages: 01
iii. Technical Specification **(Annexure-II)** - No. of Pages: 3
iv. Terms & Conditions of Reverse Auction (**Annexure-III**) - No. of Pages: 01
v. Special Terms & Conditions for Two Part Tender for Foreign Bidders **(Annexure-IV) -** No. of Pages: 03
vi. Special Terms & Conditions for Two Part Tender for Indian Bidders **(Annexure-V) -** No. of Pages: 03
vii. GISTC (For Foreign Bidders) - No. of Pages: 12
viii. GISTC (for Indigenous Bidders) - No. of Pages: 12
ix. PBG format and List of BHEL consortium Bank - No. of Pages: 03
x. Self-declaration Certificate under preference to MII. No. of Pages: 01

For and on behalf of BHEL, Hardwar

Dy. Manager (PCRI-BOI)

ANNEXURE-I

# Pre – Qualifying Requirement (PQR)

**Item Name: PACKAGE-4**
**Project: NORTH KARANPURA STPP PROJECT SITE**
**Indent No.:** 20190458
**(Material Code: D55995237055)**

1. The average annual Turnover of the vendor for last three years (2015 –16, 2016–17 and 2017–18) should not be less than Rs. 3.0 Lakh. Copies of related documents to be submitted in support of this.

2. The bidder has to submit at least any one P.O. of our enquiry within past 05 years from the date of bid opening. Bidder to submit copy of P.O. for verification.

09/05/2019
(Virendra Kumar)
Dy. Engineer (PCRI)

**R S Yadav, Dy. Manager (PCRI)** RSyadav 09/05/19

**Manish Sachan, DGM (PCRI)** Manish 9/5/19

## CHEMICAL LAB EQUIPMENTS FOR 3X660 MW 3X660 MW NORTH KARANPURA STPP PROJECT

**INDENT NO. 20190458**

**Annexure - D for Package - 4 [Material Code - D55995237055]**

| Sl no | Item Description | Qty | Specification |
|---|---|---|---|
| 1 | Assmann Psychrometer | 2 | Annexure-1D |
| 2 | Dew Point Apparatus | 1 | Annexure-2D |
| 3 | Fortins Barometer | 1 | Annexure-3D |
| 4 | Hygrometer | 1 | Annexure-4D |
| 5 | Maximum And Minimum Thermometer | 1 | - |
| 6 | Orsat Gas Analyzer | 1 | Annexure-5D |
| 7 | Wet and Dry Bulb Hygrometer | 1 | Annexure-6D |
| 8 | Hydrogen Purity Meter | 1 | - |

### TECHNICAL SPECIFICATIONS

**Annexure-1D**

**1.0 ASSMANN PSYCHROMETER**

This should be senior model with long stem and battery driven or mechanical driven fan, dry & wet bulb thermometer, having range of –30 °C to 50 °C with a least count of 0.05 °C. It should be provided with psychrometric chart, O&M manual and leather carrying case.
The instrument is for use at 220 V 50 Hz Single Phase AC supply.

**Annexure-2D**

**2.0 DEW POINT APPARATUS**

This is for measuring the dew point of hydrogen gas in the generator casing. The instrument should be intrinsically safe from hazardous areas and should be able to measure dew point in the range of +20 °C to –60 °C. It should have auto calibration / calibration check facility and should comply with ASTM D 2029. The working principle should be either (a) Automatic Chilled Mirror (Peltier Cooling) principle or (b) Capacitance method.

**a) Automatic Chilled Mirror**

Consisting of internal cooling, temperature sensing, photo-source and photo-detector system for the determination of dew point by measuring the moisture on the mirror. It should be complete with necessary electronics to give digital display of the dew point temperature and ambient temperature in deg. C and moisture in % and ppm. It should avoid elaborate piping within the instrument so that the time for attaining equilibrium is minimized. Complete with necessary connections, valves and tubing, operation and maintenance manual. Should operate at 230 V, 50 Hz single phase AC supply.

**b) Capacitance method**

Capable of measuring various levels of moisture content in test gases using aluminium oxide or silicon oxide sensor - which change capacitance in proportion to the amount of moisture absorbed. Isolation package housing the sensor should allow for the introduction of the test gases maintaining the test gas integrity.

Should have the necessary microprocessor capable of computation and digital display of the dew point and ambient temperature in deg. C and moisture in ppm and percentage. Battery operated, complete with necessary connections and tubing accompanied by operation and service manual.

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Annexure-3D

**3.0 FORTIN'S BAROMETER**

Fortin's Barometer is for general laboratory use, graduated in inches & mm. Mercury column should be calibrated from 20-31 inches, with readability by vernier to 0.01 inch and from 508 to 790 mm to 0.1 mm. Fortin type cistern should permit precise adjustment of zero point. It should include thermometer 0-50 °C recessed in protective channel. The unit should be completely encased in a polished wooden case with white The unit should be completely encased in a polished wooden case with white plastic reflectors and provision for mounting on the wall. Assembling of the barometer should be preferably carried out by the supplier at at the site. The instruction manual should contain tables for temperature and gravity corrections.

Annexure-4D

**4.0 Maximum And Minimum Thermometer (ZEAL OR EQUIVALENT)**

**These are Mercury filled, range –45 °C to +50 °C in 1 °C divisions indicating high and low temperatures reached between settings as well as present temperature. It should be suitable for indoor and outdoor use. Should have reset magnet to adjust the metal indices to the level of the mercury column.**

Annexure-5D

**5.0 ORSAT GAS ANALYSER**

Portable Orsat gas analyser for the determination of CO2, CO, & O2 in flue gas samples should consist of the following parts, made of borosilicate glass:

i) Two absorption pipettes filled with thin walled glass tubing and one with copper spirals, and three rubber expansion bags.

ii) Manifold made of 2-3 mm I.D. and length approximately 35 mm, capillary tubing, with four stop-cocks; one three – way horizontal and three vertical and a U-tube drying facility at I/L to the manifold.

iii) 100 ml measuring burette Class A, with water jacket. The lower portion of burette should be graduated in 0.1 ml, up to 30 ml and the remaining 70 ml in 5 ml divisions.

iv) Leveling bottle 250 ml capacity.

The assembly should be neatly fitted with supports, clamps in a portable polished wooden case with removable front and back covers.

**SPARES**

1. Absorption pipettes with 2-3 mm I.D. capillary tube - 12 Nos.
2. Absorption pipettes copper spirals - 6 Nos.
3. Measuring burette with water jacket - 6 Nos.
4. Leveling bottle - 6 Nos.
5. Manifold - 12 Nos.

06/05/2019 06/05/19 6/5/19

**6.0 WET & DRY BULB HYGROMETER**

Wet & dry bulb hygrometers should be on polished Zinc scale in polypropylene frame with reservoir and spare wicks.

Thermometer range 0 – 50 °C

Thermometer graduation 0.5 °C

It should have provision for mounting on the wall.

Two copies of psychrometric charts should be provided.

**Annexure-7D**

**7.0 Hydrogen Purity Meter**

**(i) Function : Sensing and measurement of Hydrogen in air, Gas Holders, Valves, pipelines etc.**
**(ii) Range : 0-100% Purity**
**(iii) Sensor : Thermal Conductivity Detector**
**(iv) Readout : LCD Digital Display**
**(v) Sampling Method : Suction**
**(vi) Alarms : Audio-Visual alarm for LO, Hi Ranges and Battery Low.**
**(vii) Response Time : Less Than 10 Seconds.**
**(viii) Power : Rechargeable Batteries + Charger**
**(ix) Instruments shall be supplied with all required accessories.**

**Other Terms & Conditions**

**Document:** One hard copy of O&M Manual in English language giving complete technical information for operation and maintenance of the equipment.

**Installation and Commissioning:** The supplier shall install & commission the equipment at site. Supplier should demonstrate the performance of the Equipment and all its accessories to ensure compliance with complete specifications & parameters quoted by them to the satisfaction of BHEL/end user. Cost of installation & Commissioning, if any, should be indicated separately.Training to chemists at site during installation should be provided for routine maintenance, operation and safety purpose.Failing to comply to the Installation and Commissioning clause, the offer will be rejected straightaway.

**Warrantee:** The equipment shall be warranted for satisfactory performance for a period of 12 months from the date of installation or 18 months from date of dispatch, whichever is later. Failing to comply to the warrantee clause, the offer will be rejected straightaway.

**Packing & Dispatch:** The equipment / accessories shall be packed in a suitable water proof/vibration proof packing box capable of bearing air and road transit hazards. Packing box shall be properly identified and marked with BHEL's (India) Purchase Order Number. Also, "PCRI HWR" should be written in bold letters on all four sides of the packing box.

| | | |
|---|---|---|
| 05/05/2019 | 05/05/19 | 6/5/2019 |
| **Virendra Kumar, Dy. Engineer** | **R S Yadav, Dy. Manager** | **Manish Sachan, DGM** |
| **Initiated by** | **Checked by** | **Approved by** |

# ANNEXURE-III

## Terms & Conditions of Reverse Auction

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA.

**ANNEXURE-IV**

## SPECIAL TERMS & CONDITIONS FOR TWO PART TENDER FOR FOREIGN BIDDERS

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

| S.No. | Terms | Description | Your confirmation |
|---|---|---|---|
| 1. | **Confirmation to General Instructions and standard terms & conditions:** | Please confirm each clause of following documents: -<br>1. General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC, Rev. 04):<br>2. Special terms & conditions of tender enquiry (ANNEXURE-IV).<br>Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents.<br>Please note that in case, no-deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly. | |
| 2. | **Special Instruction:** | Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry. | |
| 3. | **Evaluation criteria** | Evaluation of bids for decision of lowest bidder would be made based on Material code which shall include all taxes, duties, freight, Packing & Forwarding, I & C charges etc. | |
| 4. | **Basis of Quotation:** | Confirm that prices have been quoted on FCA as well as CFR Mumbai basis. *Packing & Forwarding charges, if any, and Airfreight charges have to be quoted separately in the offer.* | |
| | | Please note that BHEL reserves the right to place the order either on FCA or CFR basis. In case order is placed on CFR basis, Transportation from Port of Origin to Mumbai Airport shall be to your account. | |
| | | Please mention the name of FCA dispatching Airport & Country. | |
| | | Transit insurance would be arranged by BHEL. Please send your offer keeping this in view. | |
| 5. | **Delivery Period:** | Material is required as per the schedule mentioned in the NIT. However, you are requested to offer your best possible delivery in number of weeks from the date of Purchase Order/document approval/QAP approval. | |
| 6. | **Technical Requirement:** | Package-4: General Lab Equipments for North Karanpura STPP (1 Set)<br>(As per list & details enclosed in Annexure-D) | |
| | | **Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.** | |
| 7. | **Validity:** | Confirm that your offer shall be valid for 180 days from the date of tender opening.<br>**BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.** | |
| 8. | **Firm & Fixed Prices:** | Confirm that prices will remain firm and fixed during the entire validity and execution of the project. | |
| 9. | **MDCC (Material dispatch clearance certificate) Clause:** | Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit the set of documents (Test Reports, Calibration Certificate Guarantee Certificate, Packing List etc.) to BHEL in 07 days advance for review and release of MDCC by BHEL before dispatch of the consignment. | |

| | | | |
|---|---|---|---|
| **10.** | **O&M Manual:** | One hard copy of O&M Manual in English language giving complete technical information for operation and maintenance of the equipment. | |
| **11.** | **Quality Requirement & Inspection** | 1.0 BHEL/BHEL's Customer/Nominated third party inspection agency may inspect items at Vendor works before dispatch of material.<br>2.0 Submission of Quality plan in line with technical specification in prescribed format is required after receipt of purchase order.<br>3.0 Submission of calibration certificate along with packing list, Guarantee Certificate, Test Reports etc. is required for issuance of dispatch clearance. | |
| **12.** | **Installation & Commissioning Clause:** | The supplier shall install & commission the equipment at site. Supplier should demonstrate the performance of the Equipment and all its accessories to ensure compliance with complete specifications & parameters quoted by them to the satisfaction of BHEL/end user. Cost of installation & Commissioning, if any, should be indicated separately. Training to chemists at 3 x 660 MW North Karanpura STPP, Unit-3 (Jharkhand) site during installation should be provided for routine maintenance, operation and safety purpose.<br>***Failing to comply to the Installation and Commissioning clause, the offer will be rejected straightaway.*** | |
| **13.** | **Penalty (Late Delivery) Clause:** | Kindly confirm that Penalty for late delivery w.r.t. contractual delivery shall be applicable at the rate of 0.5% of the total order value per week of delay or part thereof subject to maximum of 10% of the total order value (lot-wise).<br>**Date of GR/LR shall be treated as delivery date for all purposes**. | |
| | | *Loading for deviation in LD clause: In case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent to which it is not agreed to by the bidder (at offered value).* | |
| **14.** | **Guarantee Clause:** | The Equipments (package-4 each listed items) shall be Guarantee for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is later.<br>Normally, deviation is not acceptable under this clause. However, BHEL reserves the right to accept the vendor's offer who quote 12 months from the date of commissioning or 18 months from date of dispatch, whichever is earlier with the loading for a period of 6 months @4% per annum.<br>However, the vendor's offer with less than 18 months guarantee from date of dispatch will not be accepted.<br>In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/parts free of cost, if required. | |
| **15.** | **Packing and Dispatch** | The equipment / accessories shall be packed in a suitable water proof/vibration proof packing box capable of bearing air and road transit hazards. Packing box shall be properly identified and marked with BHEL's (India) Purchase Order Number. Also, "PCRI HWR" should be written in bold letters on all four sides of the packing box. | |
| **16.** | **Taxes & duties:** | Details of applicable taxes & duties are to be mentioned as per clause 11 of General Instructions and Standards Terms & Conditions for bidding against tender enquiry (GISTC), Rev. 04.<br>In this regard, following is to be specifically mentioned in the offer:<br>a) GST Registration Number<br>b) Address of Principal place of Business<br>c) Type of Business<br>d) HSN Code, its description & rate of applicable GST for the offered material<br>e) Whether registered under Composite scheme of GST (Y/N).<br>*It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.* | |

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<tr><td>The payment may be claimed thru bank or directly to BHEL. In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account.</td><td></td></tr>
<tr><td>Loading for Deviation in Payment terms (Indian Bidders): BHEL reserves the right to load the offers of vendors for deviation in payment terms mentioned in the enquiry. Base rate of SBI (as on 31st March 2018) + 6% per annum, shall be considered for loading for the period of relaxation sought by bidders. Loading would be done on basic cost of items, as per table given below:
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<tr><td>20.</td><td>Make In India preference as per Govt. Notification</td><td>Please furnish the self-declaration certificate under preference to 'MAKE IN INDIA' order (enclosed with tender documents).</td><td></td></tr>
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***Kindly ensure to submit the below Enclosures along with 'Techno-Commercial Bid':***

1. **Copy / Replica of Price Bid (without prices).**
2. **Catalog / Leaflet of the Equipment / Instrument**.
3. **Signed & Stamped copy (each page) of duly filled 'ANNEXURE-IV' Special terms & conditions of Enquiry.**
4. **Signed & Stamped copy (each page) of GISTC, Rev. 04 as token of acceptance.**

Consignment weight: Gross / Net weight in Kg (approx.) to be indicated …….

**Signature of supplier with Seal**

**ANNEXURE-V**

**SPECIAL TERMS & CONDITIONS FOR TWO PART TENDER FOR INDIGENOUS BIDDERS**

These terms and conditions supersede the same or similar terms and conditions if they are appearing elsewhere in the Enquiry.

| S.No. | Terms | Description | Your confirmation |
|---|---|---|---|
| 1. | **Confirmation to General Instructions and standard terms & conditions:** | Please confirm each clause of following documents: -<br>1. General Instructions and standard terms & conditions for bidding against tender enquiry (GISTC, Rev. 04):<br>2. Special terms & conditions of tender enquiry (ANNEXURE-V).<br>Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents.<br>Please note that in case, no- deviation sheet is received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly. | |
| 2. | **Special Instruction:** | Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry. | |
| 3. | **Evaluation criteria** | Evaluation of bids for decision of lowest bidder would be made based on Material code which shall include all taxes, duties, freight, Packing & Forwarding, I & C charges etc. | |
| 4. | **Basis of Quotation:** | Confirm that Prices have been quoted on Ex-Works Freight pre-paid basis upto destination (i.e. 3 x 660 MW North Karanpura STPP, Unit-3 (Jharkhand) site).<br>***Packing & Forwarding charges, if any, as well as Freight charges, if any, have to be quoted separately in your offer.*** *In case your offer is silent regarding these charges, same would be considered to be inclusive in offer.* | |
| | | *The goods must be dispatch through any BHEL approved transporters which are posted at our website www.bhelhwr.co.in. Please note that if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) / Receipted GR from project site for processing of your Invoice. No demurrage charges would be borne by BHEL.* | |
| | | Transit insurance would be arranged by BHEL. Please send your offer keeping this in view. | |
| 5. | **Delivery Period:** | Material is required as per the schedule mentioned in the NIT. However, you are requested to offer your best possible delivery in number of weeks from the date of Purchase Order/document approval/QAP approval. | |
| 6. | **Technical Requirement:** | Package-4: General Lab Equipments for North Karanpura STPP (1 Set)<br>(As per list & details enclosed in Annexure-D) | |
| | | **Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.** | |
| 7. | **Validity:** | Confirm that your offer shall be valid for 180 days from the date of tender opening.<br>**BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.** | |
| 8. | **Firm & Fixed Prices:** | Confirm that prices will remain firm and fixed during the entire validity and execution of the project. | |
| 9. | **MDCC (Material dispatch clearance certificate)** | Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit the set of documents (Test Reports, Calibration Certificate Guarantee Certificate, Packing List etc.) to BHEL in 07 days advance for review | |

| | | | |
|---|---|---|---|
| | **Clause:** | and release of MDCC by BHEL before dispatch of the consignment | |
| **10.** | **O&M Manual:** | One hard copy of O&M Manual in English language giving complete technical information for operation and maintenance of the equipment. | |
| **11.** | **Quality Requirement & Inspection** | 1.0 BHEL/BHEL's Customer/Nominated third party inspection agency may inspect items at Vendor works before dispatch of material.<br>2.0 Submission of Quality plan in line with technical specification in prescribed format is required after receipt of purchase order.<br>3.0 Submission of calibration certificate along with packing list, Guarantee Certificate, Test Reports etc. is required for issuance of dispatch clearance. | |
| **12.** | **Installation & Commissioning Clause:** | The supplier shall install & commission the equipment at site. Supplier should demonstrate the performance of the Equipment and all its accessories to ensure compliance with complete specifications & parameters quoted by them to the satisfaction of BHEL/end user. Cost of installation & Commissioning, if any, should be indicated separately. Training to chemists at 3 x 660 MW North Karanpura STPP, Unit-3 (Jharkhand) site during installation should be provided for routine maintenance, operation and safety purpose.<br>***Failing to comply to the Installation and Commissioning clause, the offer will be rejected straightaway.*** | |
| **13.** | **Penalty (Late Delivery) Clause:** | Kindly confirm that Penalty for late delivery w.r.t. contractual delivery shall be applicable at the rate of 0.5% of the total order value (lot-wise) per week of delay or part thereof subject to maximum of 10% of the total order value (lot-wise).<br>**Date of GR/LR shall be treated as delivery date for all purposes**. | |
| | | *<u>Loading for deviation in LD clause</u>: In case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent to which it is not agreed to by the bidder (at offered value).* | |
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| **16.** | **Taxes & duties:** | Details of applicable taxes & duties are to be mentioned as per clause 11 of General Instructions and Standards Terms & Conditions for bidding against tender enquiry (GISTC), Rev. 04.<br>In this regard, following is to be specifically mentioned in the offer:<br>a) GST Registration Number<br>b) Address of Principal place of Business<br>c) Type of Business<br>d) HSN Code, its description & rate of applicable GST for the offered material<br>e) Whether registered under Composite scheme of GST (Y/N).<br>*It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.* | |

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***Kindly ensure to submit the below Enclosures along with 'Techno-Commercial Bid':***

1. **Copy / Replica of Price Bid (without prices).**
2. **Catalog / Leaflet of the Equipment / Instrument**.
3. **Signed & Stamped copy (each page) of duly filled 'ANNEXURE-V' Special terms & conditions of Enquiry.**
4. **Signed & Stamped copy (each page) of GISTC, Rev. 04 as token of acceptance.**

Consignment weight: Gross / Net weight in Kg (approx.) to be indicated …….

**Signature of supplier with Seal**

# BHARAT HEAVY ELECTRICALS LIMITED

**HEEP-HARIDWAR, UTTARAKHAND (249403)**

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

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

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## 1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of purchase order until unless the deviations are specifically agreed by BHEL.

## 2. ORIGIN OF QUOTATION.

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

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

c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.

d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.

e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.

e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.

f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion of such PMD vendor from BHEL's approved vendor list.

g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.

h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com

i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1 counter offered rates**, if the quantity offered by the L-1 bidder is less than the quantity tendered for.

j) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.

k) In case of e-Tendering (Online bidding through e portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

## 4. TENDER OPENING.

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

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

**5. SPECIFICATION, DRAWINGS & STANDARD.**

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

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) 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) In case the vendor quotes the prices on CFR basis and BHEL accepts the delivery term on CFR, 0.25 % (of CFR Value) towards port handling charges & 1.5 % (of CFR Value) towards inland freight or actual freight charges as per BHEL freight rate contract whichever is higher, shall be loaded in the prices for ascertaining the landed cost to decide the comparative status of the prices.

e) However, if BHEL agrees to accept the FOB delivery terms, the FOB prices shall be loaded 2.0% (of FOB Value) towards sea freight, 0.25% (of FOB Value) towards port handling charges & 1.5% (of FOB value) towards inland freight for ascertaining the landed cost to decide the comparative status of the prices.

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

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

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

**g) Evaluation of Indian Agents Commission:**

1. 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.

2. 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.

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

**h) While submitting your bids please clearly indicate:**

1. Expected weight of goods (lots wise).
2. The size of packed goods.
3. Whether the goods can be dispatched in containers?
4. Port of Loading.
5. Port of Discharge.

## 7. REVERSE AUCTION.

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

b) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

## 8. DELIVERY TERMS.

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

b) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders.

c) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-Shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 600 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).

d) Any demurrage / Godown Rent payable to the Port Authorities due to any delay attributed by the supplier will be recovered from supplier's account.

e) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is to be provided mandatorily. However, a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.

f) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and / or faulty, the suppliers shall be responsible to reimburse in all demurrages / wharfages, if any paid by BHEL (for stated reasons).

g) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.

h) In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container / High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance

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

i) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.

j) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance for filing the IGM (Import General Manifest) at discharge port.

k) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.

l) **The invoices being issued by shipping lines must be in the name of BHEL. Any loss in GST due to submission of discrepant document will be recovered from supplier / vendor.**

m) While booking the shipment, bidder to also finalize **destination charges** and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.

n) If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importers choice without any additional charges.

o) NNDs (Non Negotiable Documents) (preferably with OBLs) should be sent to BHEL as detailed in para "p" (below), at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.

p) **Information related to OBL / AWB Documents:**

I. Consignee name and address should be same as mentioned in the Purchase order.

II. Notify party: Name and address will be as follows :( For discharge port Mumbai or Nhava Sheva)

Bharat Heavy Electricals Limited
14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005
Email: msseahwr@bhel.in & ppximx@bhelh.in (in case of Sea Shipments)
Email: msair@bhel.in and ppximx@bhel.in ( in Case of Air shipments)
For latest updating please refer our web site: www.bhelhwr.co.in

III. OBL should clearly mention the Indian agent address and contact details.

IV. OBL should be issued as per UCP 600.

V. In case of shipments other than FOB, OBL should mention the container detention free period.

VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to BHEL-Mumbai office (Address at Para "p-II") with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings (BL) may be routed through bank based on the other agreed terms and conditions of purchase order.

**9. PENALTY FOR LATE DELIVERY.**

**a) Where items of Purchase Order are independently usable.**

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

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

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

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

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

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

c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.

f) The delivery date for penalty purpose will be the Bill of Lading Date/Air way bill.

## 10. PAYMENT TERMS.

a) BHEL's standard payment term is Payment after Receipt and Acceptance of Material / Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.

b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

c) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 days of vessel sailing and receipt of OBL from shipping line.

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

e) In case of payment after receipt and acceptance of material, 100% payment will be made within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment may get delayed.

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

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

**11. BANK GUARANTEE.**

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

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

a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement /submission of BG/refund of amount paid.

**13. QUALITY REQUIREMENT.**

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

**14. VALIDITY.**

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

**15. RIGHT OF ACCEPTANCE.**

a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.

b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.

c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.

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

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

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

**16. TRANSIT INSURANCE.**

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

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

**17. PHYTOSANITARY CERTIFICATE:**

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

b) Packaging material means any kind of material of plant origin used for packing which include hay, straw wood shavings, wood chips, saw dust, wood waste, wooden pallets, dunnage mats, wooden packages, coir pith, peat or sphagnum moss etc.

**18. RISK PURCHASE.**

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

**19. FORCE MAJEURE CLAUSE.**

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

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

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

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

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

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

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

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

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

## 20. NON-DISCLOSURE AGREEMENT.

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

## 21. SETTLEMENT OF DISPUTES/ARBITRATION.

Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the

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

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

**22. INFORMATION TO THE BIDDERS.**

a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website www.bhelhwr.co.in .The user ID & password can be obtained by sending a request to concerned purchase executives.

b) Intimate your change in mail address or communication address or changes, if any, by email to AGM( SDX/MM) giving your bidder Code.

c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in .

d) Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.

e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.

f) Unit of measurement for dimension and weight should be in metric system only.

**23. MAKE IN INDIA (GOVT-NOTIFICATION).**

A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 of government of INDIA. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.

B. Default purchase preference shall be 20% to local suppliers with default minimum local content of 50% for all items / works / services unless any of the Nodal Ministry has prescribed, or prescribe in future lower or higher percentage of purchase preference and/or local content in respect of any items / works / services in which case the purchase preference and/ or local content for that particular items / works / services shall be as prescribed by the Nodal Ministry.

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

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

D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the Local Supplier shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.

E. Requirement of Purchase Preference: Purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder-

a) "In Procurement of Goods, Services or Works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of below sub-paragraph b or c, as the case may be, shall be apply".

b) "In the procurements of goods or work which are not covered by above paragraph a and which are divisible in nature, the following procedure shall be followed";

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii) If L1 bid is not from a local supper, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local suppliers quoted price falling with in the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preferences shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) "In procurements of goods or works not covered by sub-paragraph E.a) and which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1

ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price, falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

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

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

G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018.

H. *"For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement (Preference to make in India), Order 2017 (revision) ;-*

a. If L1 bid is not from local Supplier and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) -

b. If Local Supplier (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and local supplier matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to Foreign bidder.

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

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

**24. NOTE.**

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

b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.

c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision of business dealings, who either fail to perform or are in default without any

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 biding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website http://www.bhel.com

d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.

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

1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.
3. **Compensation in respect of each of the victims:**

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

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

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

# BHARAT HEAVY ELECTRICALS LIMITED

**HEEP-HARIDWAR, UTTARAKHAND (249403)**

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

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

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## 1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

## 2. ORIGIN OF QUOTATION.

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

c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.

d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.

e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.

f) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.

g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.

h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.

i) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com

j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1 counter offered rates**, if the quantity offered by the L-1 bidder is less than the quantity tendered for.

k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

## 4. TENDER OPENING.

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

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

## 5. SPECIFICATION, DRAWINGS & STANDARD.

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

b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.

c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.

d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company.

## 6. PRICE SCHEDULE.

a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.

b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.

c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.

d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.

e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation

f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.

h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.

i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.

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

## 7. REVERSE AUCTION.

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

b) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

**8. DELIVERY TERMS.**

a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.

b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.

**9. PENALTY FOR LATE DELIVERY.**

**a) Where items of Purchase Order are independently usable.**

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

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

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

c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.

f) **DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

g) **DELIVERY AGAINST BANK DOCUMENTS:** In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the penalty purpose.

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

**10. PAYMENT TERMS.**

a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.

b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.

f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.

g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be

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

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

**i) <u>The loading criteria for the different payment terms shall be as under;</u>**

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

**11. <u>TAXES & DUTIES</u>.**

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 <u>"05AAACB4146P1ZL"</u> 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 the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

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

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

**12. BANK GUARANTEE.**

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

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

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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

**14. QUALITY REQUIREMENT.**

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

**15. VALIDITY.**

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

**16. RIGHT OF ACCEPTANCE.**

a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.

b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.

c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.

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

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

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

**17. TRANSIT INSURANCE.**

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

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

**18. RISK PURCHASE.**

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

**19. FORCE MAJEURE CLAUSE.**

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

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

a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
c) Rebellion, revolution, insurrection, civil war etc.

d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
e) Riots, commotions, strike unless restricted to the employees of supplier.
f) Acts of terrorism.
g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
h) Cancellation of contract by customer.
i) Change in law / government. Regulation making the performance impossible.

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

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

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

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

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

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

**20. NON-DISCLOSURE AGREEMENT.**

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

**21. SETTLEMENT OF DISPUTES / ARBITRATION.**

In all cases of dispute, the mater 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.

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

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

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25% {** 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
    a) In case of proprietary MSE, proprietor shall be Woman.
    b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
    c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
    a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
    b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
    c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.

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

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

**24. INFORMATION TO THE BIDDERS.**

a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website www.bhelhwr.co.in The user ID & password can be obtained by sending a request to concerned purchase executives.

b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.

c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site www.bhelhwr.co.in

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

**25. MAKE IN INDIA (GOVT-NOTIFICATION).**

A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 of government of INDIA. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.

B. Default purchase preference shall be 20% to local suppliers with default minimum local content of 50% for all items / works / services unless any of the Nodal Ministry has prescribed, or prescribe in future lower or higher percentage of purchase preference and/or local content in respect of any items / works / services in which case the purchase preference and/ or local content for that particular items / works / services shall be as prescribed by the Nodal Ministry.

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

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

D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the Local Supplier shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.

E. Requirement of Purchase Preference: Purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder-

a. "In Procurement of Goods, Services or Works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of below sub-paragraph b or c, as the case may be, shall be apply".

b. "In the procurements of goods or work which are not covered by above paragraph a and which are divisible in nature, the following procedure shall be followed";

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii) If L1 bid is not from a local supper, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local suppliers quoted price falling with in the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preferences shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. "In procurements of goods or works not covered by sub-paragraph E.a) and which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1

ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price, falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

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

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

G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018

H. *For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement (Preference to make in India), Order 2017 (revision) ;-*

a. If L1 bid is not from local Supplier and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) -

b. If Local Supplier (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and local supplier matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to Foreign bidder.

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

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

**26. NOTE.**

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

b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.

c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other

misconducts or formation of cartel so as to influence the biding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website http://www.bhel.com

d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.

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

1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.
3. **Compensation in respect of each of the victims:**

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

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

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

# BANK GUARANTEE BOND

**WAM 28**

(Paragraph 4.9.6 of – Works Accounts Manual)

1. In consideration of the Bharat Heavy Electricals Limited, Siri Fort, New Delhi through HEEP Hardwar Division (hereinafter called 'the Company') having agreed to exempt_____(hereafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. _____ made between _____ and _____ for (hereafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) we, _____

(Indicate the name of the Bank)

(hereinafter referred to as 'the Bank') at the request of _____

_____

Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ do hereby undertake

(indicate the name of the Bank)

to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ .

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We _____further agree that the Guarantee
(Indicate the name of the bank)
herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the duce of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____Office / Department / Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____, we shall be discharged from all the liability under this guarantee there after.

5. We, _____, further agree with the company that
(Indicate the name of the bank)
the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)

7. We_____ lastly undertake not to revoke
(Indicate the name of the bank)
this guarantee during its currency except with the pervious consent of the Company in writing.

Dated the_____ day of _____

For _____
(Indicate the name of the Bank)

ANNEXURE A

## List of Consortium Banks * (wef 22.03.2016)

| | Nationalised Banks | | Nationalised Banks |
|---|---|---|---|
| 1 | Allahabad bank | 19 | Vijaya Bank |
| 2 | Andhra bank | | **Public Sector Banks** |
| 3 | Bank of Baroda | 20 | IDBI |
| 4 | Canara Bank | | **Foreign banks** |
| 5 | Corporation bank | 21 | CITI Bank N.A |
| 6 | Central bank | 22 | Deutsche Bank AG |
| 7 | Indian Bank | 23 | The Hongkong and Shanghai Banking Corporation Limited |
| 8 | Indian Oversea Bank | 24 | Standard Chartered Bank |
| 9 | Oriental bank of Commerce | 25 | J P Morgan |
| 10 | Punjab National Bank | | |
| 11 | Punjab & Sindh Bank | | **Private banks** |
| 12 | State Bank of India | 26 | Axis Bank |
| 13 | State Bank of Hyderabad | 27 | The Federal Bank Limited |
| 14 | Syndicate Bank | 28 | HDFC |
| 15 | State Bank of Travancore | 29 | Kotak Mahindra Bank |
| 16 | UCO Bank | 30 | ICICI |
| 17 | Union Bank of India | 31 | Indusind Bank |
| 18 | United Bank of India | 32 | Yes Bank |

# Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s Â _____(supplier name) are local supplier meeting the requirement of minimum local content (50%) as defined in above orders for the material against Enquiry No. _____

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

_____
_____

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

Seal and Signature of Supplier