



**PURCHASE-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED,
HEAVY ELECTRICAL EQUIPMENT PLANT,
RANIPUR, HARIDWAR – 249 403 (UTTARAKHAND), INDIA**

Tender Enquiry No. B/4066/2020/1607/V1 for the requirement of Thermal Insulation of TIP for Panki project

All tender documents uploaded along with this Open Tender are as mentioned below. In case of non-receipt or non-clarity of any of these documents, you may contact undersigned. No Financial Implication on account of non-availability of documents would be entertained after opening of Techno-Commercial Offers.

LIST OF ENQUIRY DOCUMENTS

S.No.	<u>Document No. / Name</u>
1.	INSTRUCTIONS TO BIDDERS
2.	PRE-QUALIFICATION REQUIREMENT (PQR) (Annexure-A)
3.	SPECIAL TERMS & CONDITIONS FOR TENDER ENQUIRY (Annexure-B)
4.	GENERAL INSTRUCTIONS & STANDARD TERMS & CONDITIONS (GISTC) REV. 04
5.	PBG FORMAT AND LIST OF BHEL CONSORTIUM BANK
6.	CERTIFICATE BY CHARTED ACCOUNTANT FOR MSE SUPPLIERS ONLY
7.	Doc. No. 412114W4001 Rev. 00 (Bill of Materials for Thermal Insulation of TIP)
8.	Doc. No. 412114W4000 Rev. 00 (Thermal Insulation Schedule for TIP)
9.	ST29005 Rev. 04 (Specification for Thermal Insulation for TIP)
10.	Quality Plan no. QA/BE/QP/316/PNKI Rev. 0

Richa Tiwari (Dy. Manager/PPX-BOI)

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PPX-BOI DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED
HEEP: HARDWAR-249 403 (UTTRAKHAND)
FAX: +91 1334 226084/226462
TEL: +91 1334 28 4175 / 1707

Enquiry No.: B/4066/2020/1607/V1
Item: Thermal Insulation of TIP
Project: 1 x 660 MW PANKI TPS
Enquiry Issue Date: 07/10/2020
Enquiry Due Date: 04/11/2020 (by 1345 HRS IST)

INSTRUCTION TO BIDDERS

1. SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for providing the complete design, supply of material and application of **Thermal Insulation of Turbine Integral Piping** as per detailed specifications.

2. PROJECT INFORMATION

Project Name	1 x 660 MW PANKI TPS
Consignee Address	CHIEF ENGINEER (PROJECTS) 1 X 660MW UPRVUNL PANKI TPS EXT. PANKI, KANPUR PIN 208020
Custom Duty Structure	Project Import (PI)
Tax Structure	GST Extra
Pls. note that the comparison would be done as per the applicable taxes and duties on the date of opening of Price Bid.	

3. BRIEF DESCRIPTION OF THE REQUIREMENT

Sl. No.	Tender No.	Item Description	Qty	Delivery Requirement
1.	B/4066/2020/1607/V1	Material Code: W90313146110 THERMAL INSULATION OF TURBINE INTEGRAL PIPING As per Doc. Nos. 412114W4000 & 412114W4001 SPEC: ST29005 REV: 04	1 Set	15/06/2021 <i>However, the material will be dispatched on 'On Intimation' basis.</i>

4. EARNEST MONEY DEPOSIT (EMD)

4.1. Interested bidders must submit their offer along with the following Earnest Money Deposit (EMD) in a separate sealed envelope:

Details	Amount In INR	Type
EMD	INR 1,00,000/- (INR One Lacs only)	Refundable

The EMD should be submitted in the form of demand draft / Pay Order/ cash (as permissible under income tax act). The Drafts shall be drawn in favor of "**BHEL Hardwar**".

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO: SBININBB225 CC ACCOUNT NO: 10667995458 IFSC CODE: SBIN0000586	Name: Sh. Sudhir Sharma Design: Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512



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4.2. The suppliers who are already registered in PMD (Product Material Directory) of BHEL, HEEP Haridwar for supply of this item are exempted from submission of EMD.

4.3. Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc.) are also exempted from submission of EMD.

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

4.4. 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/Stockist/Dealers/Traders etc. for the items offered but not manufactured by themselves.

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

5. SUBMISSION OF OFFER

5.1. 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 tender.

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

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

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

This should be read and complied in conjunction with clause 3.0 of General Instructions and Standard Term and Conditions for bidding against Tender Enquiry (herein called as GISTC).

6. PRE-QUALIFICATION REQUIREMENT (PQR)

Kindly ensure submission of documents in support of PQR (As applicable). Offer submitted by bidders will be scrutinized with respect to pre-qualification requirement first. Technical offer of the bidders not meeting Pre-qualification requirement will not be scrutinized.

7. CUSTOMER APPROVAL REQUIREMENT

Kindly note that supplier approval by End-user (**NTPC & UPRVUNL**) is mandatory for consideration of offer for **PANKI** project. Kindly submit your manufacturing credentials, quality & experience details of this item for taking approval from End user/customer.



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8. PRE BID CLARIFICATION/ PRE BID MEETING

- 8.1 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.
- 8.2 In case of any confusion / non-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. Pre-bid meeting can also be arranged on bidder's request for clarification of techno-commercial scope.
- 8.3 No deviation & request regarding non-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers.
- 8.4 The prices are to be quoted on firm basis. BHEL will reserve the right to reject the offer of the vendors not quoting the prices on Firm basis.
- 8.5 Bidders shall submit their techno-commercial queries within 10 days of floating the NIT. Clarifications would be arranged within next one week. Bidders may also request for pre-bid meeting for techno-commercial clarification within one week of floating the NIT.

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. Offer shall be submitted in two parts - Part-1 & Part-2:

PART-I: PRE-QUALIFICATION REQUIREMENT (PQR)/ TECHNICAL/ COMMERCIAL BID (IN ONE ORIGINAL AND INK SIGNED ON EACH PAGE OF THE OFFER)

Comprising of following documents:

- a. Details of EMD
- b. Bidders are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents like copies of End User Certificates, Purchase Orders and Contract Agreements etc.
- c. Complete Technical offer with relevant drawings/ documents /QP etc. **(as per detailed specifications)**
- d. Endorsed copy of this document (i.e. **Instruction to bidders, Special Terms of Tender Enquiry, General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)** in original duly signed and stamped by the bidder.
- e. Commercial Terms & Conditions
- f. Any Deviation with reference to NIT to be laid down on separate sheet.
- g. Un-Priced replicas of Price Bid & Cost of Withdrawal of Deviation.

Note: Suppliers who are already registered at BHEL, Haridwar in the PMD for this item are exempted for submitting the Supplier registration form.

PART-II: PRICE-BID:

The Price Bid (with prices) for the complete scope of tender enquiry shall be submitted.

The Part-I & Part-II bids shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:

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



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11. IMPORTANT NOTE

INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY are to be read and complied along with **GISTC**. 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 be INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry).

Deviations (if any) are to be listed separately in deviation sheet. 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.

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 bidders who may like to attend. Incomplete offers are liable to be rejected. **Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 4 above (If applicable).** All correspondence thereof, shall be addressed to the following persons:

Mr. Gurdeep Singh
Designation: Dy. Engineer (PPX-BOI)
4th Floor, Main Administrative Building
HEEP, BHEL
Hardwar- 249403
Uttarakhand, India
Email ID: singhg@bhel.in
Tel: +91 1334 28 1690

Ms. Richa Tiwari
Designation: Dy. Manager (PPX-BOI)
4th Floor, Main Administrative Building
HEEP, BHEL
Hardwar- 249403
Uttarakhand, India
Email ID: richa_t@bhel.in
Tel: +91 1334 28 4175



BHARAT HEAVY ELECTRICALS LIMITED
Heavy Electrical Equipment Plant
Ranipur, Haridwar – 249403 (UA), India.
Fax: (0091) -1334-223948, Phone:- (091)-1334-284175

ADDENDUM

Subject: Offers/Bids submission through e-mail during lockdown due to COVID-19

Due to lockdown/COVID-19, if you are unable to submit hardcopy of your Offer/Bid within due date you can submit your Offer/Bid to the following e-mail address:

tendercell.heep@bhel.in

For submission of bids through e-mail following procedure must be followed.

- I. Bidder have to submit their bid into two parts: - Techno-Commercial Bid (Part-I Bid) and Price Bid (Part-II Bid) in two separate password protected pdf files. Names of pdf files attached in e-mail should be as follows:
 - Techno-Commercial Bid (Part-I Bid)_Tender Enquiry No_due date of tender
 - Price Bid (Part-II Bid)_Tender Enquiry No._ due date of tender
- II. The subject of the e-mail for offer submission shall be clearly specified as under:
 - Tender Enquiry No..... : Due Date of tender:
- III. The Techno-Commercial Bid (Part-I Bid) & Price Bid (Part-II Bid) shall be in two separate password protected pdf files and the size of the all attachments in one e-mail should not be more than 15 MB.
- IV. In case size of offer is more than 15 MB, the attachments may be sent in separate e-mail and all e-mails should be in continuation. Name of pdf files and subject of all e-mails should be as per point no. I & II as above.
- V. Password of pdf files should be shared by bidders at same e-mail ID (i.e. tendercell.heep@bhel.in) after 1:45 PM (IST) on the day of Techno-Commercial (Part-I Bid) opening (i.e. on the due date). However, if password is not received up to 04:00 PM (IST) on due date of part-1, such bids may not be opened and may be ignored by BHEL.
- VI. All other terms & conditions of the tender specifications remain unchanged.
- VII. Submission of offer through e-mail shall be considered as consent to open the Offer/Bid without physical witnessing the event by bidder.
- VIII. Please enclose a duly signed by your authorized signatory & stamped copy of this amendment-01 along with your Technical Bid submission.

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PRE-QUALIFICATION REQUIREMENTS

Bidders are required to meet the Pre-Qualification Requirements (PQR) for supply of **Thermal Insulation of TIP** required for **Panki project** as per criteria stipulated below:

Sl. No.	Pre-Qualification Requirements	Vendor's confirmation Indicating page no. where documents are placed
1.	Vendor should have an experience in Design, Supply & Application of Thermal Insulation (Non Spray Type) of Hot Pipes (as per ASTM C 680/IS 14164 or equivalent standards) of at least two (2) successfully commissioned Steam turbine power plant of 200 MW or above.	
2.	Vendor should furnish the following documents satisfying criteria in clause 1 above- a. Executed Purchase Orders should not be older than 7 years as on the date of enquiry. b. Vendor to submit Un-Priced Purchase Order copies (as mentioned at 2a) along with all relevant Technical documents with BOM including parameters (outer dia of pipe, insulation thickness, fluid temperature, cold face temperature, ambient temperature, wind velocity and emissivity of cladding) for any of the mentioned project against clause 1. Vendor to furnish k-value at different mean temperatures (100°C, 150°C, 200°C, 250°C and 300°C etc.). Vendor to submit at least 04 Nos. sample thickness calculations for mentioned different mean temperatures (as per ASTM C-680/IS: 14164 or any other internationally accepted standard) for above BOM. OR In case vendor is not able to furnish BOM as mentioned above due to non-disclosure agreement, then, vendor to submit Un-Priced Purchase Order copies (as mentioned at 2a) along with 4 Nos. sample thickness calculations for mentioned different mean temperatures (as per ASTM C-680/IS: 14164 or any other internationally accepted standard) with parameters (outer dia of pipe, insulation thickness, fluid temperature, cold face temperature, ambient temperature, wind velocity and emissivity of cladding). Vendor to furnish k-value at different mean temperatures (100°C, 150°C, 200°C, 250°C and 300°C etc.). Vendor to furnish copy of non-disclosure certificate.	
3.	Vendor to furnish customer certificate for any one project mentioning that vendor has designed, supplied and applied Thermal Insulation of Piping and is working successfully at _____ (Name of Site) and rating _____ MW. Signed customer certificate should contain details of signing authority such as Name, designation, contact number, email address etc.	

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PRE-QUALIFICATION REQUIREMENTS

4.	BHEL reserves the right to ask for more information / documents/ clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or vendor doesn't meet the acceptance criteria as mentioned above.	
5.	In case of information / data furnished by the vendor found incorrect/incomplete, BHEL reserves the right to ask for more information/documents/clarifications. In case not furnished, BHEL reserves the right to reject the offer for the above item.	

Note:

1. BHEL would consider the offers of only those bidders, who fulfill the Pre-Qualification requirements (PQRs).
2. All documents should be self-certified by vendor.

SPECIAL TERMS & CONDITIONS OF TENDER ENQUIRY

Special Terms and conditions of tender enquiry (In addition to General Instructions and Standard terms & conditions (GISTC) as enclosed):

Sl. No.	Terms	Description	Bidder's confirmation
1.	Confirmation to General Instructions and standard terms & conditions	Please submit signed and stamped copy of Confirmation to General Instructions and standard terms & conditions (enclosed) as your acceptance to these terms and conditions. Deviation to "General Instructions and standard terms & conditions", if any, shall be submitted along with offer in separate documents. Please note that in case no deviation sheet of "General Instructions and standard terms & conditions", is received along with offer, it will be presumed that all terms and conditions mentioned in "General Instructions and standard terms & conditions" shall be acceptable to you and your offer will be processed accordingly	
2.	Customer approval requirement	End User approval is mandatory requirement for considering your offer in this tender. The offers meeting pre-qualification requirement will be referred to the End User for approval. Vendor to submit their credentials for End user approval. Price bid of the offer of only those bidders who meet prequalification requirement, technical requirement and approved by the End User will be considered for price bid opening.	
3.	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. In case of any confusion / un-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. No deviation & request regarding un-clarity / contradictory conditions / ambiguity of specifications would be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers. Please note and confirm.	
4.	Evaluation criteria	Evaluation shall be done on Total Landed Cost to BHEL upto project site basis (i.e. material cost and application taken together).	
5.	Validity	Confirm that validity of the offer shall be 180 days from the due date of opening of Techno-Commercial Offers. BHEL reserves the right to reject any or all quotations, quoting validity less than 180 days.	
6.	Basis of quotation	Confirm that Prices have been quoted on Ex-Works Freight pre-paid basis upto project site (i.e. 1 x 660 MW Panki TPS). Packing & Forwarding charges in terms of % of basic price (if any) and Freight charges in terms of % of basic price (if any) have to be quoted separately in your offer. <i>In case your offer is silent regarding these charges, same would be considered to be inclusive in offer.</i> Kindly confirm.	

		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.	
7.	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. In this regard, bidders are required to inform /confirm following: - GST Registration Number - Address of Principal place of Business - Type of Business - HSN Code, its description & rate of applicable GST for the offered material - Whether registered under Composite scheme of GST (Y/N). - Please note that in case entry of GST will not appear on BHEL's GST portal within due time as per GST law, GST amount will be recovered by BHEL from vendors for such invoices. <i>Please note that evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.</i>	
8.	Firm & Fixed Prices	Confirm that prices will remain firm and fixed during the entire validity and execution of the project.	
9.	Delivery Requirement/ Period	<u>Material Supply:</u> Delivery date would be 10 weeks from the date of intimation by BHEL 'or' Actual Site requirement, whichever is later. The delivery/dispatch period (of 10 weeks) is inclusive of the time for submission of BOM/technical documents (15 days) by the vendor, approval of BOM/technical documents by BHEL (15 days) and for review of test certificate/ Inspection report for issuance of dispatch clearance by BHEL. Any delay shall be on respective account. In case, bidders do not able to meet delivery of 10 weeks, such bidders required to quote their best possible delivery from the date of intimation. <u>Application of Insulation:</u> Manpower with complete tool and tackles shall reach project site within 15 days of intimation of BHEL. Please confirm.	
10.	Technical Requirement	- Please quote your valuable offer as per BHEL Specification/documents i.e. Doc. Nos. 412114W4000 & 412114W4001 and Spec. No. ST29005 Rev. 04. - Please furnish Insulation thickness table duly filled, signed & stamped strictly in BHEL format, along with sample calculations (at least 10 different cases), variation of k-values with mean temperatures and complete BOQ for the materials required. All these documents should necessarily be a part of the technical offer submitted by the bidder. - Please fill all fields in the checklist of Doc. No. 412114W4001 and ensure that all requirements as per the checklist are met at the time of offer submission.	

11.	Engineering Document approval	In case of order, supplier to submit Bill of Material (BOM)/ required technical documents for approval from BHEL within 15 days of placement of Purchase Order or intimation from BHEL, whichever is later. BHEL will provide approval of the same within 15 days of receipt of documents/BOM, if complete & correct as per agreements before placement of Purchase order. The delay due to late submission shall be to supplier's account whereas delay in approval of documents shall be BHEL's account. In case of delay on account of BHEL, delivery shall be re-scheduled accordingly.	
12.	Quality Requirement & Inspection	Please confirm that insulation material would be supplied from NTPC approved sources only. NTPC approved sources for supply of Insulation material are: - Lloyd - Daman/Durgapur/Jamshedpur - Rockwool - Medak - Lapinus Rockwool - Malanpur - Minwool – Rajandgaon - Minsulate manufacturing – Jamshedpur <i>Note: End customer approval of bidder is subject to only if above condition is satisfied. Offer of bidder will not be considered in case of non-compliance to above condition.</i> - Kindly confirm to submit endorsed copy (sign & stamp) of BHEL Quality Plan no. QA/BE/QP/316/PNKI Rev. 0 (copy enclosed) along with your offer. After PO placement, QP will be sent to NTPC for their approval. - Kindly confirm to follow NTPC approved quality plan. - Kindly confirm that Inspection shall be done by End customer (NTPC & UPRVUNL) and BHEL nominated inspection agency (BVIL) as per finally NTPC approved quality plan. Inspection call shall be raised by vendor at least 15 days in advance of readiness of material for arranging inspection of End customer & TPIA. If inspection is not attended by the inspection agency within 15 days of inspection call, delivery shall be re-scheduled accordingly. Please note that BHEL will pay directly to third party inspection agency for inspection, however for evaluation your offer will be loaded by inspection charges as per contract of BHEL with TPI agency.	
13.	Application of Insulation	Application of insulation is required by supplier's representative at our project site. Please confirm that lump sum charges for application (irrespective of man days and inclusive of all i.e. fooding, boarding, lodging, travel etc.) have been quoted separately in your offer.	
14.	Penalty for late delivery	In case of delay in supply of material beyond the agreed contractual delivery, Penalty for Late Delivery would be applicable @ 0.5% of the total lot-wise order value w.r.t. PO delivery per week of delay or part thereof subject to a maximum of 10% of the total lot-wise order value. Please confirm. <i>This should be read and complied in conjunction with Penalty for Late Delivery clause no. 3 of our GISTC enclosed with tender enquiry.</i> Date of LR/GR would be treated as the date of delivery for penalty purposes. <i>In case of any deviation to above penalty clause, BHEL reserves the right to load the offers to the extent to which it is not agreed by vendors (at offered value).</i>	

15.	MDCC clause	Material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL/Customer. All Test certificates (TCs) & Inspection Reports should be submitted by supplier to BHEL at least 07 days in advance for review and issuance of MDCC. Material should be dispatched within 07 days of issue of MDCC by BHEL.	
16.	Guarantee/ Warranty Clause:	Supplier shall guarantee the quality of material used & workmanship for a period of 24 months from the date of supply or 18 Months from the date of commissioning (completion date), whichever is later. Any defect arising from faulty material or workmanship during this period shall be rectified by the supplier at no extra cost. Supplier shall also guarantee that if the specified maximum surface temperature is exceeded on actual measurement, the supplier shall either replace the insulation with a superior material or provide additional insulation thickness at the BHEL' s / site engineers discretion at no extra cost to BHEL.	
17.	Payment Terms	<u>Material Portion:</u> 100% payment after receipt of material at site alongwith submission of PBG @ 5% of the Order value. PBG should be valid for entire Guarantee/Warranty period. PBG would be submitted before the negotiation of documents. PBG acceptance/receipt certificate will form part of negotiable documents. <u>Application portion:</u> 100% direct payment after receipt of work completion certificate signed by BHEL executive at site along with invoice. Performance shall be covered under Guarantee/ Warranty period.	
		PBG (Performance Bank Guarantee) will be in BHEL format and from one of the BHEL consortium banks. Format of Performance Bank Guarantee & list of BHEL's consortium Banks are available at www.bhelhwr.co.in. Kindly confirm. In case of PBG is issued from foreign branch of BHEL's consortium banks, the same should be confirmed by Indian branch of that bank and all confirmation charges shall be bidder's account. Please confirm your acceptance. Requirement of PBG for Guarantee/Warranty period is mandatory and non-acceptance of the PBG may lead to rejection of your offer.	
		Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice/policy.	
18.	Public Procurement (Preference to Make in India)	For this procurement, the local content to categorize a supplier as a Class I Local Supplier / Class II Local Supplier / Non-Local Supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even after issue of this NIT, but before opening of Part-II bids against this NIT.	

		Bidders to take note that this is not a Global Tender. As per extant Make In India Order no. P-45021/2/2017-PP (BE-II) Dt: 04.06.2020, following may please be considered: • 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this under. • 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this under. • Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this under. • Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-Local suppliers' for this procurement shall be in accordance/ compliance, as defined under this order.	
19.	Right of Acceptance	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Supplier should be prepared to accept order for reduced quantity without any extra charges. Supplier should also be prepared for giving discount in case of Increase in quantity.	
20.	Reverse Auction (E-bidding)	Confirmation of Bidder for Reverse Auction (RA) is mandatory for this tender enquiry. BHEL shall be resorting to Reverse Auction (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder/bidders do/does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	
21.	Risk Purchase Clause:	Risk Purchase shall be applicable as per clause 18 of our GISTC (Rev. 04) enclosed with tender documents. <i>Kindly confirm.</i>	
22.	Force Majeure Clause:	Force Majeure shall be applicable as per clause 19 of our GISTC (Rev. 04) enclosed with tender documents. <i>Kindly confirm.</i>	
23.	Arbitration Clause:	Arbitration shall be applicable as per clause 21 of our GISTC (Rev. 04) enclosed with tender documents. <i>Kindly confirm.</i>	
24.	Order Acceptance:	Ink signed order acceptance shall be furnished within 15 days of order placement. In case, order acceptance does not receive within 15 days of order placement, PO deemed to be accepted by you.	
25.	Deviation: (if any)	Kindly confirm that there is no deviation with respect to BHEL Specifications. However, If there is any deviation with respect to the tender documents then the same should be brought out specifically in separate annexure marked Deviations (Technical/Commercial).	

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

1. Copy / Replica of Price Bid (without prices).
2. Signed & Stamped copy (each page) of duly filled 'Annexure-B' of Special terms & conditions of Enquiry.
3. Signed & Stamped copy (each page) of GISTC, Rev. 04.

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

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1. GENERAL.

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

2. ORIGIN OF QUOTATION.

- The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

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

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



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- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- i) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from www.bhel.com
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at **L1 counter offered rates**, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected outrightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

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

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

5. SPECIFICATION, DRAWINGS & STANDARD.

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



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

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.

NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION.

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

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



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8. DELIVERY TERMS.

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

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

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

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

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

- c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- f) **DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

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

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

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.
- e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.
- f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.
- g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be

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

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

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

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

11. TAXES & DUTIES.

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

the same shall be added to the cost of supply in evaluating the bid.

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

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k) **IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

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

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

12. BANK GUARANTEE.

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

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

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

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY.

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

16. RIGHT OF ACCEPTANCE.

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



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

17. TRANSIT INSURANCE.

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

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

18. RISK PURCHASE.

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

19. FORCE MAJEURE CLAUSE.

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

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

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



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

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of



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issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

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

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%**

quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.

8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
 - a) In case of proprietary MSE, proprietor shall be Woman.
 - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
 - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.



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

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

24. INFORMATION TO THE BIDDERS.

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

25. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 of government of INDIA. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. Default purchase preference shall be 20% to local suppliers with default minimum local content of 50% for all items / works / services unless any of the Nodal Ministry has

prescribed, or prescribe in future lower or higher percentage of purchase preference and/or local content in respect of any items / works / services in which case the purchase preference and/ or local content for that particular items / works / services shall be as prescribed by the Nodal Ministry.

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

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

- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the Local Supplier shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. Requirement of Purchase Preference: Purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder-
 - a. "In Procurement of Goods, Services or Works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of below sub-paragraph b or c, as the case may be, shall be apply".
 - b. "In the procurements of goods or work which are not covered by above paragraph a and which are divisible in nature, the following procedure shall be followed";
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.



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- ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preferences shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. "In procurements of goods or works not covered by sub-paragraph E.a) and which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1
- ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price, falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- F. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.

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

- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018
- H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement (Preference to make in India), Order 2017 (revision) :-
- a. If L1 bid is not from local Supplier and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) -
- b. If Local Supplier (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and local supplier matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to Foreign bidder.

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

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

26. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other



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

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

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

1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.

2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. **Compensation in respect of each of the victims:**

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

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

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

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 due 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 properly 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 previous consent of the Company in writing.

Dated the _____ day of _____

For _____
(Indicate the name of the Bank)

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 by Chartered Accountant on letter head

This is to Certify that M/s,

(hereinafter referred to as 'company') having its registered office at.....is

registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part- II)

.....dtd:.....,

Category :.....(Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as

on dateas per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.

S.O.1722 (E) dated October 5, 2006:

Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED act, 2006:

Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs..... Lacs for

.....micro / small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(Strike off whichever is not applicable)** and the date of graduation of such enterprises from its original category is

(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant