



BHARAT HEAVY ELECTRICALS LIMITED
HEEP HARIDWAR INDIA-PIN 249403
FAX NO: 0091 1334 226462/223948
PHONE NO: 0091 1334 284520

Tender No.: X/6620/2019/0173/B/1

Due Date: 30.11.2019

Sub: BHEL-HEEP/OPEN-TENDER Main Tube Plate (MTP)-Drilling

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

Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited from the Indian vendors (registered as well as unregistered) for drilling of main tube plate.

S.No.	Drawing Number	Description	Project	Qty. (Nos)	Delivery
1	21601870053-00	Main Tube Plate	Udangudi-2	4	Within 30 days from receipt of BHEL material
2	21602370022-00	Main Tube Plate	Udangudi-2	4	Within 30 days from receipt of BHEL material

The tender documents & Specification of item can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in or www.tenders.gov.in submitted with requisite EMD.

Only those indigenous vendors who fulfill the Minimum Qualifying Requirements (as per Annexure-II) will be considered for further technical evaluation.

The last date for downloading tender documents shall be 29.11.2019 & opening of tender shall be 30.11.2019. Tenders will be received up to **01.45 P.M. on 30.11.2019** and opened on the same day at 2.00 P.M. in the Tender Room. **Please note that tender received after due date & time (01.45 PM on 30.11.2019) will not be opened.** BHEL will not be responsible for any type of postal / courier delay.

Intending vendors must submit the requisite **EMD Rs. 1,50,000/-** (Rupees one lac fifty thousand Only) for indigenous vendors in the form of pay order or bank draft while submitting the tender documents as detailed in "Instruction to Bidders", after downloading from this web site.

EMD is waived off for-

- Central/ State – PSUs/ Government departments
- As per government guidelines, MSE suppliers are exempted for submission of EMD (Valid Documentary proof against MSE must be submitted along with offer to avail the benefits).
The vendors registered for item MTP drilling as per PMD No. AF104 with BHEL, Haridwar are only exempted from EMD.

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

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

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

IN ADDITION TO VENDORS MENTIONED ABOVE, OFFERS SHALL ALSO BE CONSIDERED ONLY THOSE VENDORS WHO WILL SUBMIT EMD.WITHOUT EMD(EXCEPT SPECIFIED ABOVE) OFFER WILL BE REJECTED. [PLEASE SUBMIT DEAND DRAFTS FOR EMD DRAWN IN FAVOUR OF BHARAT HEAVY ELECTRICALS LTD. HEEP, HARIDWAR IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD" the tender shall be opened at 2 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company for attending the bid opening.

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

INSTRUCTIONS TO BIDDERS FOR OPEN TENDER

DEFINITION

Registered Vendors - Are those who are registered with BHEL, Haridwar for drilling of Main Tube Plate.

Un-registered Vendors - Are those who are not registered with BHEL, Haridwar for drilling of Main Tube Plate

MINIMUM QUALIFICATION REQUIREMENT

Main Tube Plate (MTP)-Drilling

Following are the mandatory requirement. Offer of Vendors not meeting these requirements will not be considered.

➤ **Technical Requirements-**

Pre-Qualification requirements for Titanium Cladded **Main Tube Plate (MTP)-Drilling**

PQR for drilling of Titanium Cladded Main Tube Plates MTP at Vendor Works for UDANGUDI-2				
01.00	TECHNICAL REQUIREMENT	Required	Offered	Remarks
01.01	Vendors should have experience of drilling and supplying of at least 1 no. Titanium Cladded Main Tube Plates of condenser for Power plant application in last 5 years from the date of enquiry as per following details. i) Total thickness 40mm and above. Titanium cladding thickness 4mm and above and Carbon Steel thickness 36mm and above. ii) Drilled tube plate size should be 3.3 meter in width and 4.5 meter in length and above. iii) Number of drilled holes should be 7000 per plate and above. iv) Drilled size should be 24.0+0.2mm and above v) Material Grade: Carbon Steel as per SA 516, Gr. 70 Titanium as per ASTM B 265, Gr. 1 vi) Lifting capacity at vendor works should be 10 Tons and above.	Vendor to agree & submit suitable evidence		
01.02	Vendor to furnish certificate against clause 01.01 from the customer / company or end user duly confirming that drilled Titanium Cladded plate was supplied and used for power plant condenser tube plate application.	Vendor to agree & submit suitable documents		
01.03	Vendor to furnish name of customer/company with complete contact details and month /year of previous supply along with copy of PO, type of manufacturing facility used for drilling, supply documents and third party inspection documents of supplied drilled tube plates for which certificate is furnished as per clause 1.02.	Vendor to agree & submit suitable documents		

01.04	Drilling of Titanium Cladded MTP may be done on CNC drilling machine preferably to save time and to meet delivery requirements within stipulated time. Vendor to specify the manufacturing facility to be used for drilling of Titanium Cladded MTP.	vendor to agree & submit suitable evidence		
01.05	All PQR documents are to be stamped and signed in original by Vendor. In case documents and official stamp is in language other than English, documents and details of official stamp are to be translated in English and duly certified by Government agency/approved agency of Government/Embassy.	Vendor to agree & submit suitable documents		
01.06	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, their offers shall be rejected.	Vendor to agree		
02.00	TECHNICAL ACCEPTANCE CRITERIA:			
02.01	DRILLING REQUIREMENT: (a) Drilled hole finish 6.3 microns or better (b) Drilled hole ovality 0.03 mm max. (c) Drilled holes must be checked 100% by gauging (GO and NOT-GO) as per BHEL gauge drawing requirement. (d) Radius R-1 on both sides of holes	vendor to agree		
2.05	All Vendors to confirm inspection of drilled Titanium Cladded Tube plate by BHEL or BHEL nominated agency for indigenous vendors as per BHEL approved quality plan before dispatch.	vendor to agree		
NOTE:	This is applicable for both registered as well as un-registered vendors.			

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

ESSENTIAL INSTRUCTIONS

1. **Only those bids will be considered which have been submitted with requisite EMD.**
2. **BHEL team may visit the vendor (s) works for verification of capability and capacity claimed in tender documents/offer (s).**
3. The tenders shall be submitted in two parts
 - i. Part I - Techno -Commercial Bid & Pre-Qualification Requirement,
 - ii. Part II - Price Bid
4. **The Quotation should be from principal vendors, failing which the quotation is likely to be ignored. In Case the quotation is submitted through agent, the quotation must accompany original authorization letter and following to be followed-**
 - a. Either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both.
 - b. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
 - c. The agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender.

The authorization letter from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer and relationship with agent and its validity to be submitted with bid. The authorization letter should be tender specific. In case order is to be placed and executed by the agent, the following aspects are to be ensured-

 - a. The manufacturer should meet the PQR requirements as defined in the tender.
 - b. In order to establish capability of agent to execute the order, the agent should have annual turnover of at least equal to the estimated value (approx 50 lacs) of the goods required under the subject tender during one Financial Year and Net worth of the bidder (agent) should be positive.
 - c. Manufacturer and bidder should jointly confirm Guarantee for the Quality of product and timely delivery as stipulated in NIT.
5. Documents submitted with the offer/bid by the bidder shall be signed and stamped in each page by authorized representative of the bidder. In case the bid is submitted by FAX, the bidder shall simultaneously ensure submission of signed and stamped (in each page) original bid to BHEL. If the documents are received in soft form, the same should be transmitted through vendor's authorized e-mail followed by the signed and stamped copy of the same documents. Documents not signed and stamped in each page by the authorized signatory of the bidder, shall not be accepted and considered for evaluation of the bid.
6. Any corrections / amendments shall be properly & fully authenticated with signature. No overwriting is acceptable.
7. Part-I containing Techno-Commercial bid & Pre-Qualification Requirement will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
8. Part-II (Price Bids) along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
9. Suitability of delivery shall be the important criteria for evaluation of techno commercial bid.
10. **Evaluation of Bid: - The bid shall be evaluated**
 - a. **Cost to BHEL basis. (Basic Cost + Insurance + Inspection + Transportation + Duty + Taxes)**
 - b. **The loading, if any, on account of LD penalty, payment terms or any other cost determined at later stage, which shall be communicated to the vendor.**
11. Tenders when finalized shall be in the name of the bidder only and change of name during tender evaluation (without certificate from registrar of company) and after submission of the tender is liable to make the offer ineligible for participation.
12. All test certificates / Guarantee certificates to be submitted in TRIPLICATE along with dispatch documents.
13. BHEL reserves the right to open the price bid (part-II) along with the opening of techno-commercial offer at its option and in that case vendor will be informed accordingly.
14. **BHEL reserves the right to go for reverse auction. Vendors are requested to give their best price. In case of failure of reverse auction the paper bid shall be processed. 'Guidelines for Reverse Auction are available at following link**
http://www.bhel.com/vendor_registration/vendor.php
15. Total weight--/Gross/Net in Kg & also package size essentially should be indicated if not exact then approximate.
16. BHEL will evaluate the technical bids against essential criteria/requirements. BHEL may seek clarifications, if required, from the qualified bidders only. These clarifications will be communicated to the eligible vendors. **The offers of those bidders, who are unable to respond in specified time frame, are likely to be ignored.**

Note: Please visit our site www.bhelhwr.co.in for General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries for Vendor(indigenous). All the bidders / vendors must ensure compliance of latest GISTC.

GISTC are available in following link

<https://www.bhelhwr.co.in/bhelweb/Gistc.jsp>

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

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

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

- a. Confirmation to Minimum Qualification Requirement and Quality Requirement as per Annexure-II.
- b. Complete technical offer as per specification, drawings, technical requirement along with un-priced bid.
- c. Delivery schedule.
- d. Validity of offer to be indicated.
- e. **Deviation with reference to specification/drawing, if any, should be clearly indicated on a separate sheet.**
- f. Details of activity outsourced if any.
- g. Signed copy of GISTC
- h. Signed copy of all pages of tender documents.

PART –II (Price Bid)

- a. Price bid with prices to be submitted as part-II of the tender.
- b. Prices should remain firm till the execution of the order.
Indigenous vendor, prices to be quoted on FOR- Destination- Store-HEEP-BHEL basis.
- c. **Prices are to be written in both Figures & Words. In case of any difference between the two, the figure written in words shall be considered for evaluation. No over writing in this is acceptable.**
- d. 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. In case of any variation in LD penalty, your prices shall be loaded to the extent LD penalty not accepted by you.

Part-III - Vendor Registration Form (SRF)
(SRF-Indian Suppliers)

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

MARKING OF ENVELOPE:

Each envelop is to be super scribed as “TENDER FOR “**Main Tube Plate (MTP)-Drilling**

- ” AGAINST TENDER NO. X/ **X/6620/2019/0173/B/1** DUE ON **30.11.2019**.
- Drafts for EMD to be kept in one envelop – Envelop –A. On the Top of the envelope, please write Draft No., Issuing Bank Details & Amount. Those vendors who are quoting for more than one tender must submit a statement in the envelopes of all those tenders giving details of all the tenders being quoted. However, the draft of each tender should be kept in individual tender envelop.
- **Techno-Commercial** - Part-I to be kept in another envelop – Envelop-B & to be marked as Techno-Commercial Offer.
- Copy of Supplier Registration Form - Part –III to be kept in another envelop – Envelop – C & to be marked as Supplier Registration Form.
- Price Bid – Part-II to be kept in another envelop – Envelop-D & to be marked as Price Bid.
- Envelop-A, Envelop-B, Envelop-C & Envelop-D are to be kept in one envelop super scribed as above.

ANNEXURE-I

COMPLIANCE SHEET FOR TECHNICAL/COMMERCIAL TERMS AND CONDITIONS FOR TWO PART TENDER

PLEASE FILL THIS ANNEXURE & ATTACH WITH YOUR TECHNO-COMMERCIAL BID.

Offer must be sent in two separate sealed envelopes containing techno-commercial offer in one envelope marked "TECHNO-COMMERCIAL BID" and prices in second envelope marked "PRICE-BID". Both the envelopes must be contained in the main envelope. Tender name and due date to be marked on all the envelopes.

You are requested to kindly confirm /clarify the following:-

S. No.	Description	Vendor's Confirmation
1	Vendor to confirm that they meet each & every clause of our specifications/Drawings.	YES / NO
2	If "No" to serial number 1, vendor to specify each deviated clause & submit in a separate sheet.	
3	Vendor to list out on a separate sheet any activity which is outsourced. Please furnish details of out sourced vendor.	
4	Validity: confirm that validity of the offer shall be 90 days from the date of tender opening	YES / NO
5	Confirm that un-priced part of price bid is enclosed with technical commercial offer	YES / NO
6	Confirm delivery quoted as per enquiry	YES / NO
7	For Indigenous Vendors- Confirm that you have quoted your rates on FOR Destination basis.	YES / NO
8	Confirm that prices shall be firm and fixed throughout delivery period.	YES / NO
9	Confirm that payment term shall be "90% against receipt & acceptance of material with SRIV and 10% after final accountal of material (i.e. after FTS)"	YES / NO
10	LD Penalty shall be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the delayed supplies.	YES / NO
11	Confirm that all test certificates to be submitted as per BHEL specification. in TRIPLICATE along with despatch documents	YES / NO
12	Right of acceptance – BHEL reserves the right to reject any or all quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced quantities without any extra charges. Vendor should also be prepared for giving discount in case of increase in quantity.	YES / NO
13	Confirm specifically that material shall be supplied as per tender documents.	YES / NO
14	Ink signed order acceptance shall be furnished within 15 days of order placement.	YES / NO
15	Confirm if there is Indian agency commission.	YES / NO
16	Please confirm to participate in Reverse Auction.	YES / NO
17	Confirm acceptance of Risk Purchase clause.	YES / NO
18	Confirm to furnish Guarantee Certificate along with the supply.	YES / NO
19	Confirm to send original ink signed copy of offer, if offer has been sent through email or FAX or photocopy has been submitted.	YES / NO

ANNEXURE-II

Minimum Qualification Requirement for Main Tube Plate (MTP)

Following is the mandatory requirement. Offer of Vendors not meeting these requirements will not be considered.

➤ **Technical Requirements-**

PQR for drilling of Titanium Cladded MTP at Vendor Works for UDANGUDI-2				
01.00	TECHNICAL REQUIREMENT	Required	Offered	Remarks
01.01	Vendors should have experience of drilling and supplying of atleast 1 no. Titanium Cladded plates of condenser for Power plant application in last 5 years from the date of enquiry as per following details. i) Total thickness 40mm and above. Titanium cladding thickness 4mm and above and Carbon Steel thickness 36mm and above. ii) Drilled tube plate size should be 3.3 meter in width and 4.5 meter in length and above. iii) Number of drilled holes should be 7000 per plate and above . iv) Drilled size should be 24.0+0.2mm and above v) Material Grade : Carbon Steel as per SA 516, Gr. 70 Titanium as per ASTM B 265, Gr. 1 vi) Lifting capacity at vendor works should be 10 Tons and above.	Vendor to agree & submit suitable evidence		
01.02	Vendor to furnish certificate against clause 01.01 from the customer / company or end user duly confirming that drilled Titanium Cladded plate was supplied and used for power plant condenser tube plate application.	Vendor to agree & submit suitable documents		
01.03	Vendor to furnish name of customer/company with complete contact details and month /year of previous supply along with copy of PO, type of manufacturing facility used for drilling, supply documents and third party inspection documents of supplied drilled tube plates for which certificate is furnished as per clause 1.02.	Vendor to agree & submit suitable documents		
01.04	Drilling of Titanium Cladded MTP may be done on CNC drilling machine preferably to save time and to meet delivery requirements within stipulated time. Vendor to specify the manufacturing facility to be used for drilling of Titanium Cladded MTP.	vendor to agree & submit suitable evidence		

01.05	All PQR documents are to be stamped and signed in original by Vendor. In case documents and official stamp is in language other than English, documents and details of official stamp are to be translated in English and duly certified by Government agency/approved agency of Government/Embassy.	Vendor to agree & submit suitable documents		
01.06	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, their offers shall be rejected.	Vendor to agree		
02.00	TECHNICAL ACCEPTANCE CRITERIA:			
02.01	DRILLING REQUIREMENT: (a) Drilled hole finish 6.3 microns or better (b) Drilled hole ovality 0.03 mm max. (c) Drilled holes must be checked 100% by gauging (GO and NOT-GO) as per BHEL gauge drawing requirement. (d) Radius R-1 on both sides of holes	vendor to agree		
2.05	All Vendors to confirm inspection of drilled Titanium Cladded Tube plate by BHEL or BHEL nominated agency for indigenous vendors as per BHEL approved quality plan before dispatch.	vendor to agree		
NOTE:	<i>This is applicable for both registered as well as un-registered vendors.</i>			

➤ **Quality Requirements-**

- All vendors to confirm, endorse & return back QP No QP/QA/192037 rev 01 dated 04.10.2019.
- Inspection by BHEL/BHEL nominated inspection agency as per drawing/Standard and quality plan requirements.
- Attached Log sheet 2-16023-70022LS & 2-1601870053LS are to be filled

Signature with stamp

Name:

Name of Firm:

Designation:

Date:

ANNEXURE -III

(QUALITY PLAN)

Manufacturer Name and Address		MANUFACTURING QUALITY PLAN				APPLICABILITIES TO	
BHEL Haridwar approved sub-contractors only	ITEM	MAIN TUBE PLATE	Q.P. NO	QP/QA/192037	PROJECT		
	WO. No.		DATE	04.10.19	CONTRACTOR	BHEL (HEEP) HWR 20190173 rev 01 dated 20.07.19	
			REV. NO.	01			
			PAGE NO.	Page 1 of 1			
		10849A16901				Indent	

S. No.	COMPONENT OPERATION	CHARACTERISTIC CHECKED	CATE-GORY	TYPE/METHOD OF CHECKED	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	FORMAT OF RECORD	D	M	B	C	REMARK
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.0	Material Receiving Inspection	Verification of identification of material	Major	Visual inspection	100 %	As per drg./ Standard	As per drg./ Standard	SMIV/ Q.No./ TC	✓	P	V	-	Material will be supplied by BHEL
2.0	INPROCESS-INSPECTION												
2.1	Dimensional inspection	Verification of dimension and visual inspection after machining	Major	Visual and measurement	100%	As per drg./ Standard	As per drg./ Standard	Logsheets	✓	P	W	-	Item shall be dispatched to BHEL after acceptance by BHEL/BHEL nominated agency after duly identifying by P.O.No., drg no. Plant Order No. and I.R.No.
2.2	Coating/ conservation	Coating/ conservation (if applicable)	Major	Visual & measurement	100%	As per drg./ Standard	As per drg./ Standard	Obs. Sheet	✓	P	V	-	
2.3	Final inspection	Check for Identification, cleanliness and completeness of job	Major	Visual	100%	As per Drg. / Standard	As per Drg. / Standard	Obs. Sheet	✓	P	V	-	

Note: all requirements of P.O., drawing and standard shall be fulfilled.

Manufacturer/Subcontractor	Legends: P Perform by; W Witness by; V Record review; C Customer ; B BHEL/BHEL Representative; M Manufacturer/ sub-contractor; D: documents with tick mark shall be submitted by vendor to BHEL.	For BHEL Use	Approved by:
		Worked by:	Arvind Kumar Swami
		04/10/19	उप महाप्रबन्धक/Dt. General Manager
			गुणता आरक्षण/QAX
			बी.एच.ई.एल. (हीप) हरिद्वार
			BHEL (HEEP) HARIDWAR

FIRST ANGLE PROJECTION

FORM



QC-148

(LOG SHEET MANUFACTURING)
HEEP-HARDWAR

2-16023-70022LS

REV. NO.

SHEET No. 01 No. OF SHEET 01

ISSUING
DEPT.DEPTT.
CODEMAIN TUBE PLATE
(DRILLING)LAYOUT DRAWING NO:- 0-16000-70057
S.T.P. DRAWING NO. 2-16023-70022TYPE OF PRODUCT
HEAT EXCHANGER

QAX

4700

Pkt. No./Plate No. Q. No.
 Size of Gauge : "GO" Size of Gauge "NO GO"
 Registration no. of Gauge Work order:
 Identification No

S. N.	Check Points	As per Drg.	As Observed in the zone	
			A	B
1.	"GO" Gauge is not going, in how many nos. of Holes	Hole Size Less Than 28.85mm		
2.	"NO GO" Gauge is going in how many nos. of Holes	Hole Size More Than 29.05mm		
3.	Poor Surface Finish of Holes	6.3 micron		
4.	Hole Corner Radius Not Made	R1		
5.	Ligament Less Than Size	6.15-1=5.15mm		
6.	Gauging of Holes with "GO" & "NO GO" Gauge respectively			
7.	Nos of Over Size Holes	>29.05mm		
8.	Checking of Ligament (minimum)	6.15-1=5.15mm		
9.	Checking of Surface finish	6.3 micron		
10.	Checking of Cumulative Pitch	±2mm		
11.	Hole Corner Radius (Visual)	R1		
12.	Ovality of Holes (as per standard)	< =0.2mm		
13.	No of Plugged Holes. If any			
14.	DPT of Plugged Holes. If any			
15.	Ensure marking of center line of Tube Plate	Yes/No		
16.	Ensure holes marked for tie rods are not drilled	Yes/No		
17.	Locating Holes Position from Vertical Center Line of Tube Layout along the X-AXIS	As per Drg. 1627.5 mm As Observed	1627.5 mm	
18.	Pitch Distance of Two Locating Holes	As per Drg. 3255 mm As Observed		
19.	Locating Holes Position from Axis of Tube Layout along the Y-AXIS	As per Drg. 331.86 mm As Observed	331.86 mm	
Segment			A	B
No. of Peripheral holes			105	1570

Note :- Check points (1to5) shall be checked 100% by production/sub-contractor. Check points 6 to 12 shall be checked 10% by QC and 13 to 19 shall be checked by QC.

ISSUING DEPT.	NAME	SIGN.	DATE	AGREED DEPTT.	NAME	SIGN.	DATE	QCX	NAME	SIGN.	DATE	SUPERSEDES THE OLD LOGSHEET UNDER THE SAME NUMBER		CH. ADV. NO.
DRN	SKR	sd/-	29.03.17	HXE	TB	sd/-	04.04.17	FILLED IN BY				01	17.05.18	QAX-18-F0038
CHD.	PRK	sd/-	29.03.17	QCX	MP	sd/-	12.04.17	CHD.				RWN No.	DATE	NAME
APPD.	IBK	sd/-	15.04.17	WT	PK	sd/-	04.04.17	APPD.						SIGN.
												ALTERED		CH. ADV. NO.
												CHECKED		NAME
														SIGN.

SIZE A4

COPYRIGHT AND CONFIDENTIAL
The Information on this document is the property of BHARAT HEAVY ELECTRICALS LTD.
It must not be used directly or indirectly in any way detrimental to the interest of the company

SIGN & DATE

SIGN & DATE

SUPERSEDES
INVENTORY NO.

ANNEXURE-IV

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

https://www.bhelhwr.co.in/bhelweb/uploads/GISTC_IND_TE.pdf



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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HEEP-HARIDWAR, UTTARAKHAND (249403)

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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.



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)

- 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."

ANNEXURE-V

(Item Details and Delivery Schedule)

Tender No.	Drawing Number	Description	Qty. (Nos)	Lot Qty. (Nos)	Lot Delivery
X/6620/2019 /0173/B/1	21601870053-00 21602370022-00	Main Tube Plate	4+4		As per CLAUSE 4 of Annexure IX
					As per CLAUSE 4 of Annexure IX

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

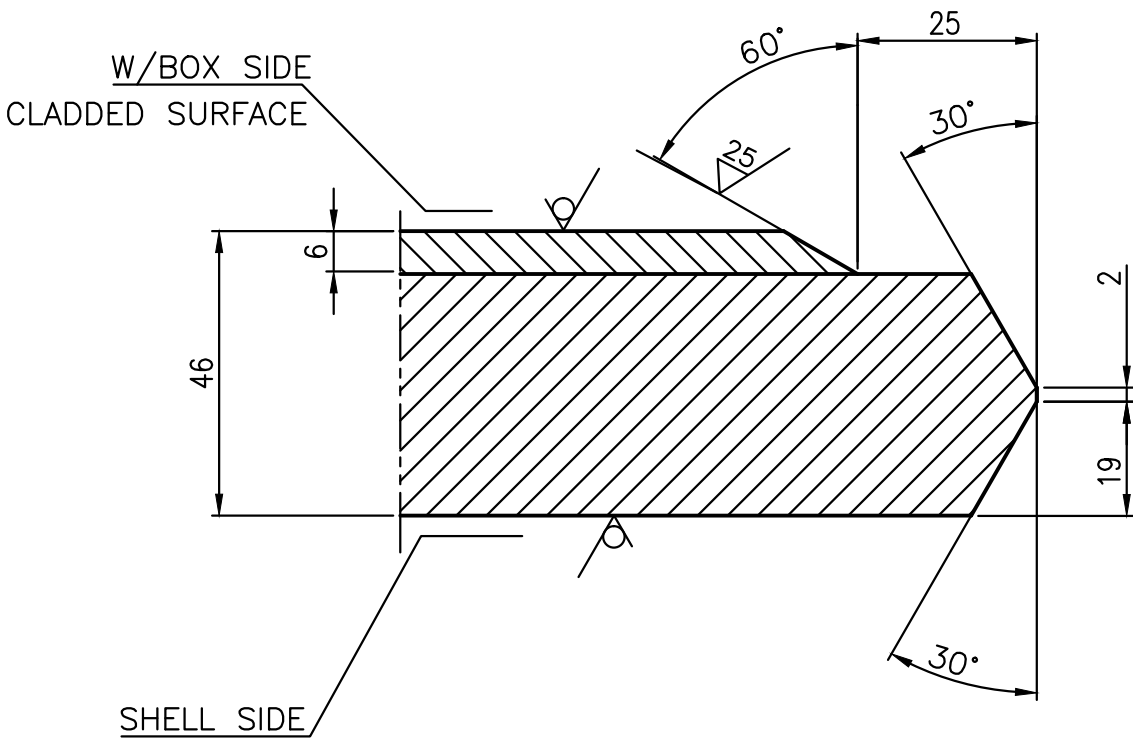
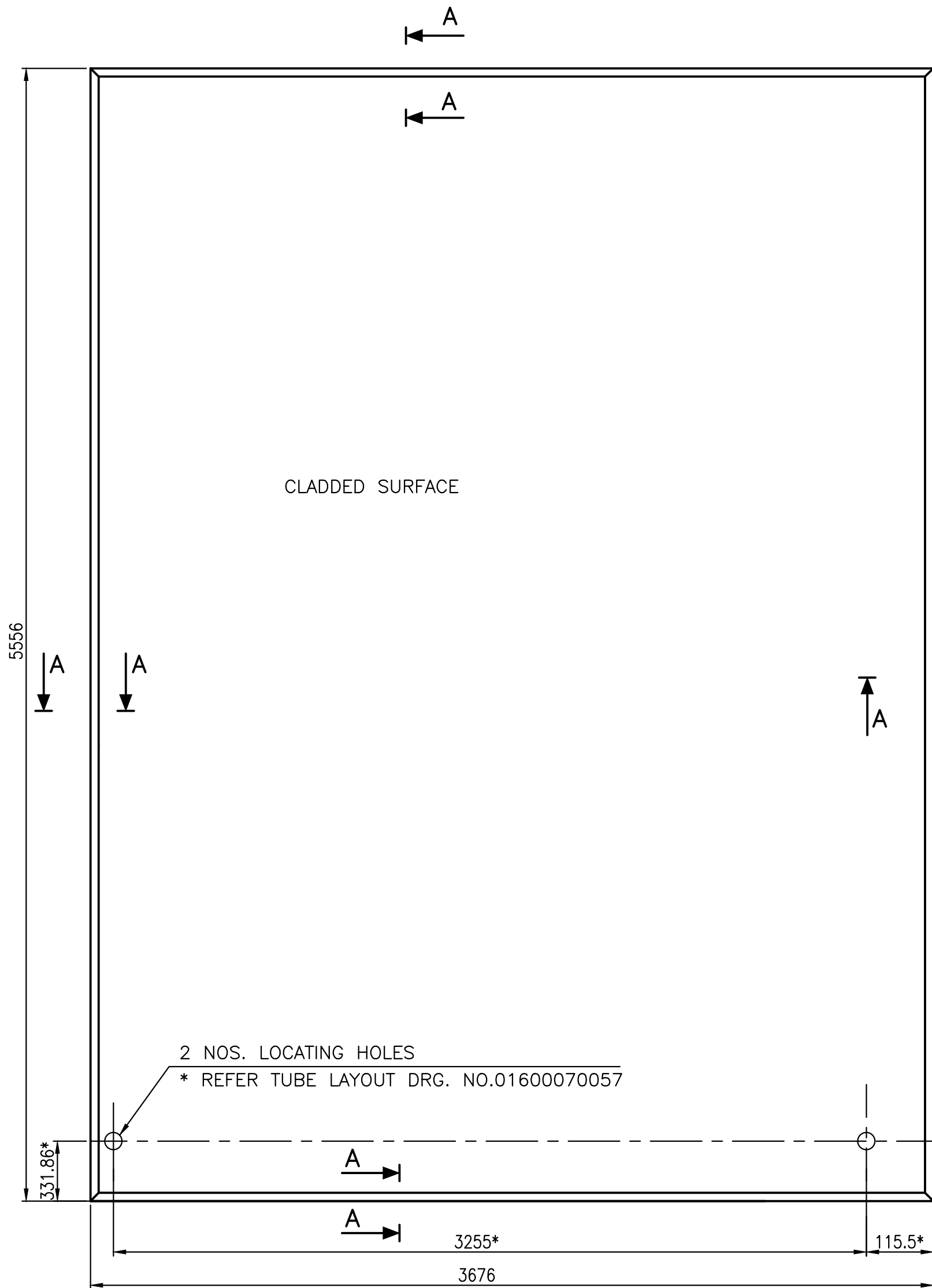
ANNEXURE-VI

(Drawing Details)

- 1) Drawing: 21601870053-00 Rev 00
- 2) Drawing: 21602370022-00 Rev: 00
- 3) Drawing: 01600070057-00 Rev:03

21601870053
DRAWING NO.

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TECH. REQUIREMENTS :-

1. TUBE HOLES ARE TO BE DRILLED AS PER TUBE LAYOUT
DRG.NO. 01600070057.
SIZE OF HOLES = DIA 28.85^{+0.2}_{-0.0}
2. PAINTING & PRESERVATION IS TO BE DONE AS PER HXE PRODUCT STD.
NO. HE 77001.

NOTE:-

1. WEIGHT OF UNDRILLED TUBE PLATE = 6965.00 Kgs.

GRADE OF UNTOL. DIM.:-		
M/CG- Y/Q/M/F AA 0230208		
WELDING-A/B/C/D-AA621104		
GAS CUTTING-T3'AA0621101		
REV.	DATE	ALTERED CHECKED

CBOM NO. 11601870034		STATUS OF DRG.	
AGREED DEPT.	NAME	SIGN	DATE
WT.	BL MEENA	Sd.	10.08.16

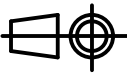
TYPE OF PRODUCT
OR
NAME OF CUSTOMER/ PROJECT



**BHARAT HEAVY ELECTRICALS LTD.
HARDWAR**

	NAME	SIGN	DATE	NO.OF VAR.
DRN	AJAY	Sd.	08.08.16	
CHD	T.BANSAL	Sd.	08.08.16	
APD	R.BANSAL	Sd.	30.08.16	73, 74

DEPT. HXE
CODE 4222



SCALE
NTS

WEIGHT(Kg.)
4273

REF. TO ASSY. DRG.
11601870034

ITEM
NO.
01

NO.OF
ITEMS

TITLE
MAIN TUBE PLATE

DRAWING NO.
21601870053

00

SHEET NO. 01 NO.OF SHEETS 01

SIZE A2

INVENTORY NO.

SIGN & DATE

REF. DRG NO.

21602370022

DRAWING NO.

CLADDED SURFACE

5556

115.5*

3255*

3676

331.86*

2 NOS. LOCATING HOLES

* REFER TUBE LAYOUT DRG. NO.01600070057.

W/BOX SIDE

SHELL SIDE

60°

25

30°

2

19

30°

46

6

TECH. REQUIREMENTS :-

1. TUBE HOLES ARE TO BE DRILLED AS PER TUBE LAYOUT
DRG.NO. 01600070057
SIZE OF HOLES = DIA 28.85^{+0.2}_{-0.0}

2. PAINTING & PRESERVATION IS TO BE DONE AS PER HXE PRODUCT STD.
NO. HE 77001.

NOTE:-

1. WEIGHT OF UNDRILLED TUBE PLATE = 6965.00 Kgs.

CBOM NO.
11602370028

STATUS
OF DRG.

TYPE OF PRODUCT
OR
NAME OF CUSTOMER/ PROJECT

AGREED
DEPT.

NAME

SIGN

DATE

WT.

BL MEENA

-

10.08.16

GRADE OF UNTOL. DIM.:-

M/CG- Y/Q/M/F AA 0230208

WELDING-A/B/C/D-AA621104

GAS CUTTING-T3'AA0621101

REV. DATE ALTERED
CHECKED

REV. DATE ALTERED
CHECKED

DEPT. HXE

CODE 4222

SCALE
NTS

WEIGHT(Kg.)
4273

DEPT. HXE

CODE 4222

SCALE
NTS

WEIGHT(Kg.)
4273

TYPE OF PRODUCT
OR
NAME OF CUSTOMER/ PROJECT

AGREED
DEPT.

NAME

SIGN

DATE

WT.

BL MEENA

-

10.08.16

DRN
CHD
APD

NAME

SIGN

DATE

NO. OF
VAR.

73, 74

DRN
CHD
APD

NAME

SIGN

DATE

NO. OF
VAR.

73, 74

DEPT. HXE

CODE 4222

SCALE
NTS

WEIGHT(Kg.)
4273

REF. TO ASSY. DRG.
11602370028

ITEM
NO.
01

NO. OF
ITEMS
75, 77

TITLE
MAIN TUBE PLATE

DRAWING NO.
21602370022

SHEET NO. 01

NO. OF SHEETS 01

NO. OF
ITEMS
75, 77

NO. OF
ITEMS
75, 77

NO. OF
ITEMS
75, 77

INVENTORY NO.

SIGN & DATE

REF. DRG NO.

21602370022

DRAWING NO.

CLADDED SURFACE

5556

115.5*

3255*

3676

331.86*

2 NOS. LOCATING HOLES

* REFER TUBE LAYOUT DRG. NO.01600070057.

W/BOX SIDE

SHELL SIDE

60°

25

30°

2

19

30°

46

6

TECH. REQUIREMENTS :-

1. TUBE HOLES ARE TO BE DRILLED AS PER TUBE LAYOUT
DRG.NO. 01600070057
SIZE OF HOLES = DIA 28.85^{+0.2}_{-0.0}

2. PAINTING & PRESERVATION IS TO BE DONE AS PER HXE PRODUCT STD.
NO. HE 77001.

NOTE:-

1. WEIGHT OF UNDRILLED TUBE PLATE = 6965.00 Kgs.

CBOM NO.
11602370028

STATUS
OF DRG.

TYPE OF PRODUCT
OR
NAME OF CUSTOMER/ PROJECT

AGREED
DEPT.

NAME

SIGN

DATE

WT.

BL MEENA

-

10.08.16

GRADE OF UNTOL. DIM.:-

M/CG- Y/Q/M/F AA 0230208

WELDING-A/B/C/D-AA621104

GAS CUTTING-T3'AA0621101

REV. DATE ALTERED
CHECKED

REV. DATE ALTERED
CHECKED

DEPT. HXE

CODE 4222

SCALE
NTS

WEIGHT(Kg.)
4273

DEPT. HXE

CODE 4222

SCALE
NTS

WEIGHT(Kg.)
4273

TYPE OF PRODUCT
OR
NAME OF CUSTOMER/ PROJECT

AGREED
DEPT.

NAME

SIGN

DATE

WT.

BL MEENA

-

10.08.16

DRN
CHD
APD

NAME

SIGN

DATE

NO. OF
VAR.

73, 74

DRN
CHD
APD

NAME

SIGN

DATE

NO. OF
VAR.

73, 74

DEPT. HXE

CODE 4222

SCALE
NTS

WEIGHT(Kg.)
4273

REF. TO ASSY. DRG.
11602370028

ITEM
NO.
01

NO. OF
ITEMS
75, 77

TITLE
MAIN TUBE PLATE

DRAWING NO.
21602370022

SHEET NO. 01

NO. OF SHEETS 01

NO. OF
ITEMS
75, 77

NO. OF
ITEMS
75, 77

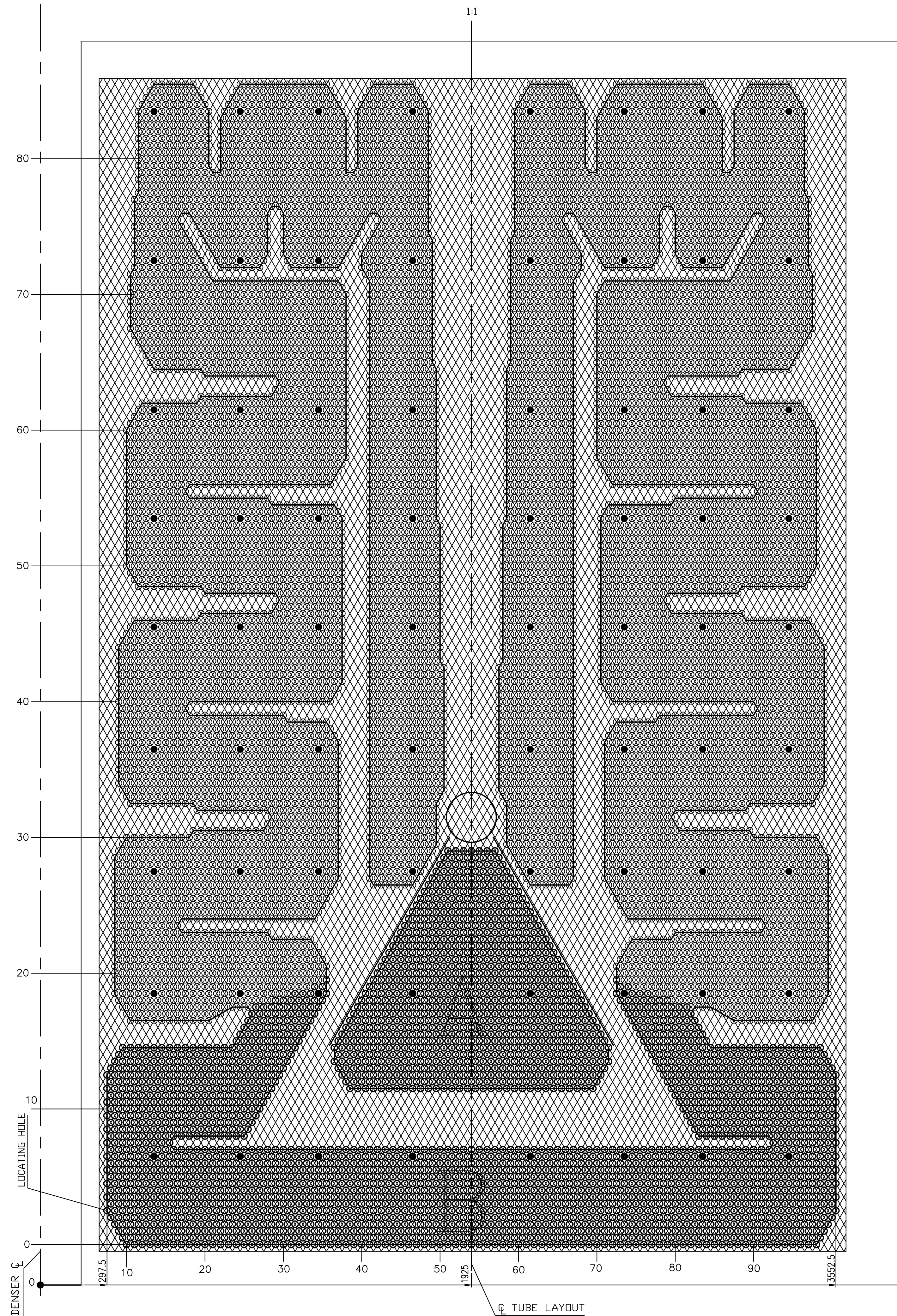
NO. OF
ITEMS
75, 77

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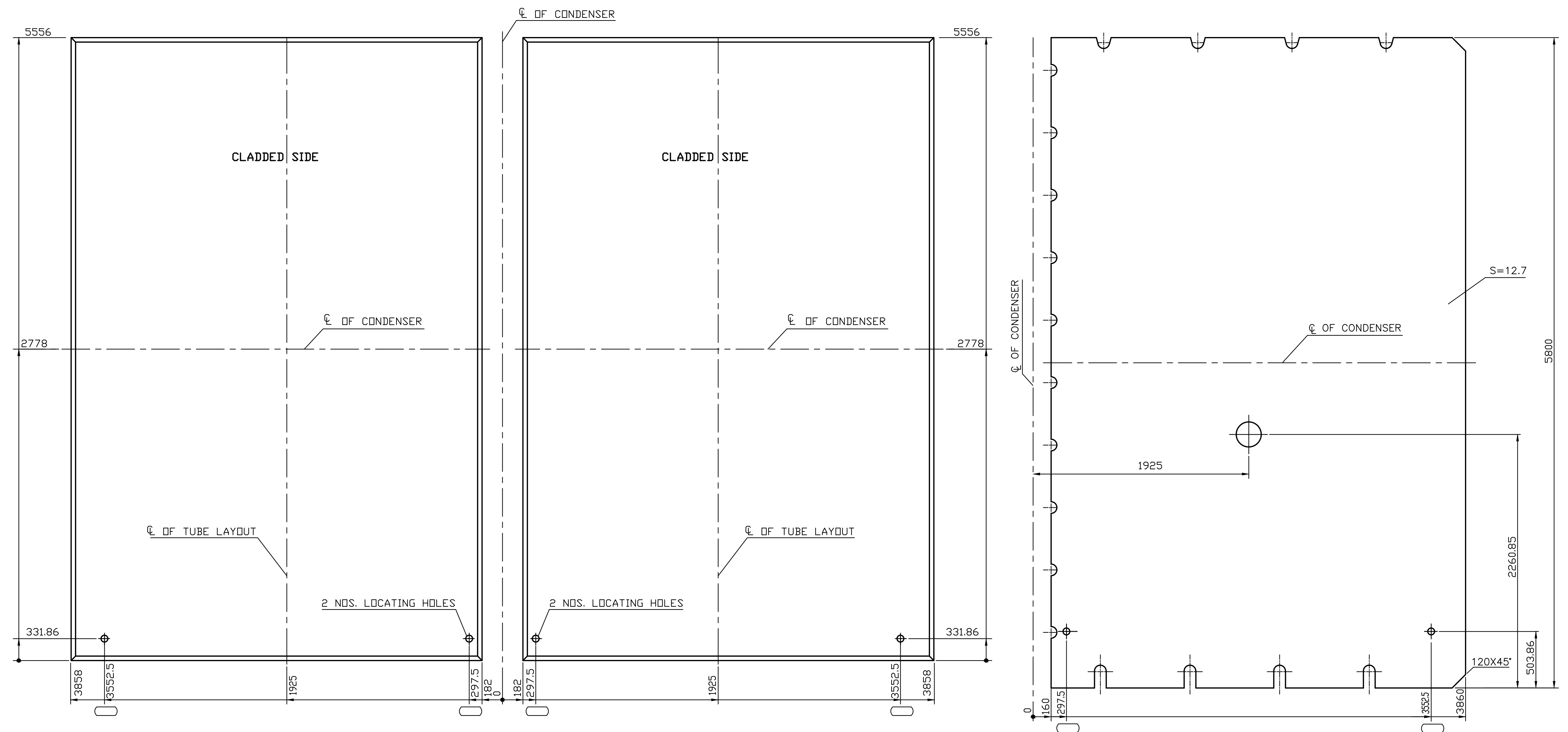
SIZE A2

0160002000910

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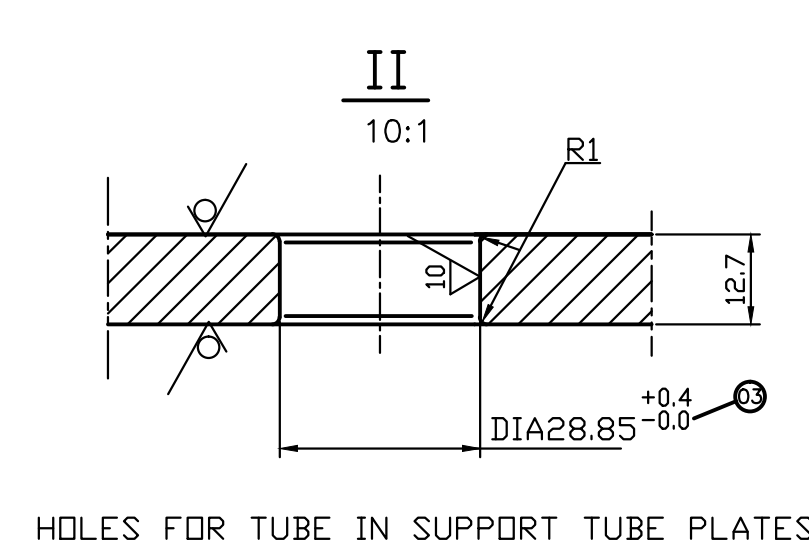
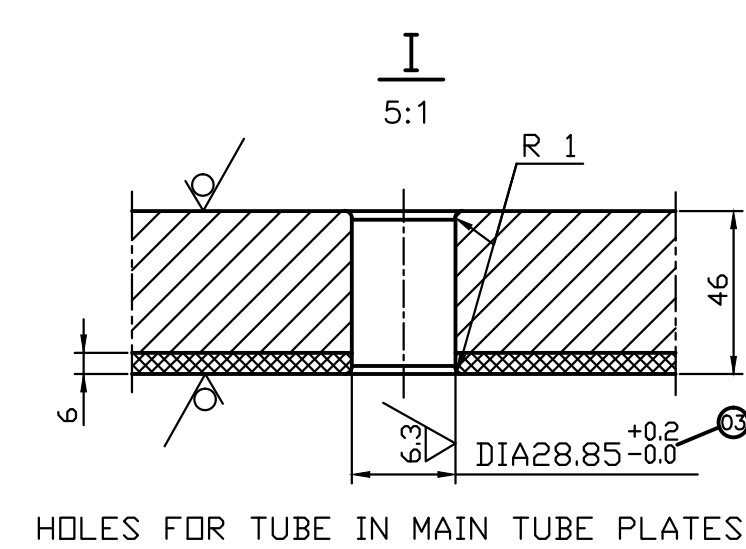


SUPPORT TUBE PLATE
1:2

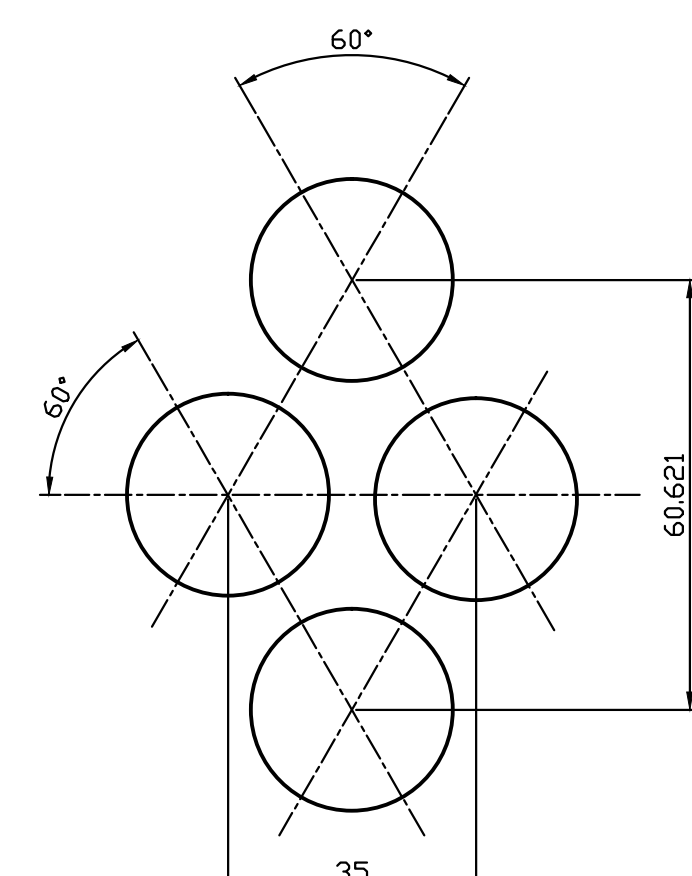


1. NO. OF TUBE HOLES IN EACH SUPPORT PLATE = 12150 NOS.
2. NO. OF TUBE HOLES IN EACH MAIN TUBE PLATE = 12078 NOS.
3. HOLE SIZES ARE AS SHOWN IN THE DETAIL I & II.
4. TUBE SIZE - 28.575 X 0.7112mm, TOP TWO ROWS DIA 28.575X0.889mm(206ND.)
5. PITCH = 35mm
6. TOLERANCE ON PITCH ± 1 mm.
7. CUMULATIVE TOLERANCE ON PITCHES ± 2.0 mm
8. MINIMUM LIGAMENT BETWEEN HOLES SHOULD NOT BE LESS THAN 1 mm FROM MINIMAL.
9. NO SPIRAL OR AXIAL GROOVES IN HOLES ARE ALLOWED.
10. UPTO 4% OF HOLES MAY BE ALLOWED WITH MAXIMUM $\frac{10}{100} \times \frac{12.5}{100}$ SURFACE FINISH IN TUBE PLATE AND TUBE SUPPORT PLATE RESPECTIVELY.
12. RADIUS OF 1 MM ON BOTH SIDE OF HOLES IS FOR REMOVING BURRS FROM HOLES ONLY.
13. THE LAYOUT SHOWN IS FOR THE RIGHT HAND SIDE. LAYOUT FOR THE OTHER HALF IS THE MIRROR IMAGE OF THIS LAYOUT.
14. HOLES MARKED $\blacklozenge$ ARE NOT TO BE DRILLED ON MAIN TUBE PLATE.
15. $\square$ - THIS INDICATES CRITICAL TO QUALITY (CTQ).

SEGMENT	MAIN TUBE PLATE		SUPPORT TUBE PLATE	
	TOTAL HOLES	PERIPHERAL HOLES	TOTAL HOLES	PERIPHERAL HOLES
A	848	105	850	105
B	11230	1570	11300	1570
TOTAL	12078	1675	12150	1675



TUBE LAYOUT
ARRANGEMENT
10:1



1. MAIN TUBE PLATE 21601870053, 21602370022
3. TUBE SUPPORT PLATE 21602870053

GRADE OF ANOOLIM										NAME OF CUSTOMER/PROJECT									
M/GG- 9 / 7 / 7 QAO230208																			
WELDING- 8 / 7 / 7 QAO621104										BHARAT HEAVY ELECTRICALS LTD. RANIPUR, HARDWAR									
GAS CUTTING- 7 / 3 / 7 QAO621104																			
NCT M PALAZI, 8 / 7 / 7 130816										DEPT HXE CASE 4222									
REV. DATE ALTERED SURVEY																			
REV. DATE ALTERED SURVEY										SCALE 1:1									
HSE-18-(FO032)										WEIGHT (KGS) 1									
CHANGE AS MARKED										REF. TO ASSY. DRG. 01600070057									
CHANGE AS MARKED										TUBE LAYOUT									
LAYOUT UPDATED.										CARD CODE 01600070057									
										REV. 03 03									

ANNEXURE- VII

Certificate by Chartered Accountant on letter head

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

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

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

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

ANNEXURE-VIII

Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To

Name & Address of Service Provider
For Reverse Auction (Will be informed
Later)

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. **X/6620/2019/0173/B/1.**

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per **Annexure - VIII** within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and Service provider of Reverse Auction

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to Service provider of Reverse Auction at 24 Hrs prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to Service provider of Reverse Auction.

ANNEXURE- IX

TERMS & CONDITIONS OF ENQUIRY (Titanium Cladded Main Tube Plate - Drilling)

1. SCOPE OF WORK :-

- 1.1 Drilling of Titanium cladded Main Tube Plate as per BHEL drawings and conforming to their technical requirements with BHEL Material for

1) **Main Tube Plate** – Drg. No. - 21601870053-00 Qty. - 4 nos.

2) **Main Tube Plate** – Drg. No. - 21602370022-00-00 Qty. - 4 nos.

(Bevel cutting, Decladding, Chamfering & Pilot marking will be done by BHEL)

Total no of holes to be drilled per plates are 12078.

Above mentioned two drawing are identical in work content having 12078 holes in each plate. So single rate for both above drawings should be quoted in Rs./ Hole. **Please insure that single rate must be quoted as per format (Annexure A)**

Note: After placement of order no technical deviation will be given.

2. TRANSPORTATION:-

The material shall be supplied by BHEL at Party works on freight paid basis.

3. **DELIVERY**: - F.O.R.: HEEP, BHEL Hardwar(freight on vendor account).

4. **DELIVERY SCHEDULE & LD CLAUSE**:- Within 30 days after receipt of material from BHEL or as specified in P.O. Failure to delivery schedules, standard LD/Penalty Clause will be applicable (@1/2% per week or part there of subject to max. 10% of the value of delayed portion of supply).

5. **Load distribution:**

a) In case price bid is opened of four or more vendors then load will be distributed among three vendors (L1 and other two vendors) in the ratio of 4:2:2.

b) In case price bid is opened of less than four vendors then load will be distributed among two vendors i(L1 and one other vendor) in the ratio of 5:3.

Counter offer at L1 finalized price shall be made to L2, L3 and subsequent vendors in order of their bid status. In case none of the other vendors accept counter offer ,total quantity shall be offered to L1 vendor.

6. **INSPECTION**:-

- 6.1 For Udangudi-2 project: Inspection by BHEL /BHEL nominated inspection agency as per drawing/ Standard and quality plan requirements.

Quality Plan no. QP/QA/192037 rev 01 dated 04.10.2019 is attached, which is to be followed.

Attached logsheets 2-16023-70022 LS & 2-16018-70053 LS are to be filled.

All facilities and equipments, calibrated instruments and standard gauges required for inspection shall be provided by the supplier during inspection. In some cases inspection by customer's representatives like NTPC etc. (Excluding NPC) may also be carried out at Party's works and CHP clearance may be obtained. No additional charges will be paid on this account.

6.2 GUARANTEE CERTIFICATE:-

The Vendor shall warrant that the Vendor comply fully with the drawings and other technical conditions. If the materials supplied by Vendor are found defective owing to faulty workmanship/incomplete work within a period of **eighteen months** from the date of dispatch, the Vendor shall make good of it/replace the same free of cost. **If rework /repairing etc. is done by BHEL, the rectification charges shall be deducted from the Supplier.**

7. PAYMENT TERMS:-

- 7.1 90% against receipt & acceptance of material with SRIV and 10% after final account of material (i.e. after FTS).
- 7.2 No packing and forwarding charges will be paid extra.
- 7.3 In case of rejection, total cost of material will be recovered from the Supplier and no labour cost will be paid.

8. BANK GUARANTEE:-

The supplier has to submit Bank Guarantee of Rs. 8 Lacs and indemnity bond of Rs. 24 Lacs towards the cost of free issue of material i.e. against each Main tube plate.

9. REJECTION ALLOWANCE:-

No rejection allowance is allowed. BHEL would recover full value of the material damaged. In case of defect observed on material supplied by BHEL at any stage of operations and material stands rejected, then BHEL will pay for the part operations performed by the supplier and such payment shall be made after joint certification by the QC, Technology and Shop Planning Personnel.

10. SCRAP:-

10.1 Generated scrap is to be retained by the sub-contractor. This scrap is not chargeable. The scrap rate will be calculated based on the monthly market scrap price Published in MSTC Bulletin under category of scrap MELTING SCRAP (Applicable for Delhi). The calculated monthly price for charging scrap will be rounded off to two decimal places of Rupee. The present monthly price applicable for November 2019 is Rs. 23.00 per Kg. GST & TCS on scrap shall also be applicable which will be chargeable.

- 11. GST:** - As applicable against documentary proof. Mention HSN/SAC code & applicable % age of GST.

12. REVERSE AUCTIONING:-

“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.

The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).”

Offer received without your consent is liable to be ignored. The detailed online training will be given by service provider arranged by BHEL. General Terms & Condition of Reverse Auctioning are enclosed.

13. Rates are to be quoted in RS. Per hole basis.(Price bid is to be submitted in BHEL format only i.e. annexure A).

14. GENERAL:-

- 14.1 The material issued to supplier as free issue material for drilling operations shall remain the property of BHEL, Haridwar. The supplier shall use the above materials only for BHEL contract and for no other purpose whatsoever. The supplier shall be liable for the loss or damage to above material from whatsoever cause happening while such material is in the possession or under the control of the supplier. All the materials of BHEL, Haridwar shall under no circumstances be hypothecated to any Bank or to any lending institution or to any Party whatsoever. It should not also be shown as the supplier's assets in any of the statements of supplier to any party.

The supplier shall produce document for the free issue material supplied to them to BHEL officials visiting the supplier's unit for verifications/inspection purposes at any time. If supplier fails to produce or properly account for the material so issued, BHEL, Haridwar will take further action as deemed fit including the recovery of the value of material as per BHEL norms from the supplier's running bills/invoke supplier's Bank Guarantee.

- 14.2 No further sub-contracting by the supplier is allowed without prior permission of BHEL. if found guilty, will be debarred.
- 14.3 BHEL reserves the right to:-
- Suspend/cancel the Purchase Order unilaterally without any financial repercussions, if supplier's performance is not found to be satisfactory.
 - Reject any or all the tender either in full or part thereof without assigning any reason.
15. **Supplier must indicate their `MSMED' status in their un-price bid for reference. Copy of MSMED certificate may also be enclosed for reference.**

ANNEXURE –A
(Price Bid Format)

Enquiry Ref.No. X/6620/2019/0173/B/1

SL.NO.	MATERIAL CATOGERY	RATE (RS. PER HOLE)
1.	MAIN TUBE PLATE(applicable for all eight plates)	

DATE:

Authorised Signature

Name of Supplier

Affix Official Stamp