



**BHARAT HEAVY ELECTRICALS LIMITED**  
 [A Government of India Undertaking]  
 Ramachandrapuram, Hyderabad, 502032, A.P. India  
 Phone 040-23184526, 23182322 FAX:040-23021910, 1954

**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
 (भारत सरकार का उपक्रम)  
 रामचन्द्रपुरम, हैदराबाद, 502032 आंध्र प्रदेश, भारत

RFQ NO :

**PURCHASE DEPARTMENT**  
**ENQUIRY**  
**क्रय विभाग**

SHEET:1  
OF :1

जांच (ई मेल : tenderbox@bhellhyd.co.in)

HY17001 C REV.NO.0	Phone 091-40-23184526 091-40-23182322	FAX : 091-40-23021910 091-40-23021954	<b>PURCHASE DEPARTMENT</b>
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GSTIN:	Enq/Collective No :E5A1V08721	Enq.Dt. : 24.08.2022	No.Of Items :2	DUE Dt. OF QUOTN. : 03.09.2022
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**Office Copy**

Please submit your lowest quotation in sealed cover superscribed with Enquiry No./Collective No.(RFQ No ..... ) and due date subject to our terms and conditions attached ,for the materials mentioned below.Your offer has to reach us onor before due date by 11.00 Hours (IST) and will be opened at 14.00 Hours.(IST).If our Enquiry No./Collective No.(RFQ No ..... ) and tender due date are not super scribed on the tender cover , your offer shall be summarily rejected. Incomplete offers and late offers will not be considered.

SL NO	Purchase Req.no	item no	Material Code, HSN No.	Drg no - Ver , Rev & Spec - Ver , Rev,Spec-Var	Description	Unit	Qty	Delivery Date	Schedule Qty
1	8000108721	10	HEPA85697009 84199090	41750101750-,05,HE51170,08,	HEMI HEAD	EA	1.000	30.11.2022	1.000
2	8000108721	20	HEPA85697010 73261990	41750101750-,05,HE51170,08,	PRODUCTION TEST COUPON FOR HEMI HEAD	EA	1.000	30.11.2022	1.000

Special Remarks

**CheckList of Quality Interventions:**

**BHEL reserves the right to enforce any or all of the following checks during execution of the order.**  
**There is no additional cost to the vendor on account of these checks.**

TEST CERTIFICATE REQD: GUARANTEE REQ : SAMPLE REQD : BID TYPE : TWO PART	For and on-behalf of Bharat Heavy Electricals Limited.  P Reena Suresh Kumar Manager/Purchase(HE&F)
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## PRE-QUALIFICATION CRITERIA for supply of Hemi Head

S.No.	BHEL Requirement	Vendor's Confirmation	Deviation if Any	Remarks
1	All the suppliers need to submit this document i.e. titled pre-qualification criteria and furnish required information along with offer.			
2	<p>a) Name, address, e-mail id, contact no. etc. of Hemi head manufacturer.</p> <p>b) Name, address, e-mail id, contact no.etc. of authorised agency / trading house quoting on behalf of manufacturing mill. In case offer is received from authorised agency / trading house, the following requirements shall be full filled.</p> <p>i) Valid letter of authorisation and copy of agreement to be enclosed with offer.</p> <p>ii) The offer should be either from the authorised agency or from the manufacturer directly. In case of BHEL receiving offer from both, then offer from manufacturer will only be considered. Offer from an unauthorised agency / entity on behalf of any vendor shall be summarily rejected.</p> <p>iii) Name, address, e-mail id, contact no.etc. of entity on whom order to be released in case of L1 shall be clearly indicated.</p>			
3	<p>Supplier to confirm/provide the following criteria/documents for evaluation of offer.</p> <p>(a) The supplier should have the proven experience in manufacturing and supply of Hemi Heads to reputed companies for Heat Exchangers as mentioned below.</p> <p>i) Material : SA 516 / SA 515 / SA 266 Gr.1-4 / SA 299 confirming to ASME BPVC SEC-II PART-A. Materials supplied as per standards equivalent to above ASME Materials can be considered. However it is vendors responsibility to provide sufficient document evidence to prove the equivalent standard for ASME Materials.</p> <p>ii) Hemi Head I.D.: 1000mm minimum and above.</p> <p>iii) Hemi Head Thickness: 100 mm minimum and above.</p> <p>iv) Application: High Pressure Feed water heater (HP Heater)/Steam Boiler Drum in a powerplant/Any Heat Exchanger/Pressure vessel.</p> <p>v) Service: Thermal power plant/Nuclear power plant/process industry</p> <p>vi) Satisfactory Working of equipment: The heat exchanger provided with this hemi heads should have undergone successful hydro test either at heat exchanger or pressure vessel manufactures works or at site (where the exchanger is installed) ending last day of the month previous to the one in which enquiry is floated.</p> <p>All the above criteria 3(a) (i) to 3(a) (vi) must be combinedly met by the vendor against a single supply reference of Hemi head.</p> <p>Supplier's having experience in other materials, I.D., thickness and application will not be treated as proven experience.</p> <p>(b)(i) The supplier meeting all the above criteria as 3 (a) (i) to 3 (a) (vi) shall furnish the following details in Annexure - 1.</p> <ul style="list-style-type: none"> <li>- Contact details of Heat exchanger Manufacturer (Name, e-mail ID, Mobile etc)</li> <li>- Date of Hemihead supply (DDMMYY format)</li> <li>- Quantity, size</li> <li>- Date of Hydro Test</li> <li>- Power Plant Name / Site name</li> <li>- No of years equipment is in service.</li> </ul> <p>Or</p> <p>Heat exchanger / Pressure vessel manufacturer's certificate (in English) containing the supply details as above both 3(a) &amp; 3 (b)(i), Contact details [E-Mail ID, Land line/Mobile No.] and complete address of Heat exchanger Manufacturer may be furnished.</p> <p><b>Note</b> : Suppliers shall furnish minimum of one reference and maximum upto 06 numbers of latest references meeting the above criteria in Annexure - 1</p> <p><b>All the documents shall be furnished only in English. Documents furnished in other languages will not be considered for further evaluation.</b></p> <p>(c) BHEL reserves the right to cross verify with the above such customers and satisfy itself with reference to the claims of the supplier. If the information furnished by the supplier is not found satisfactory / no response from customer, the offer will be technically rejected.</p>			
4	Offers without the requirement as above 3(a) & 3(b) will not be technically evaluated by BHEL. Further, no correspondence in this matter will be entertained.			
5	Hemi Head manufacturer shall indicate the source of raw materials and also may give full details of the plate's manufacturer like manufacturing and testing facilities, size ranges and the customers to whom they are supplying for BHEL review and acceptance. The decision of BHEL is final in this regard.			
6	The vendors should furnish the detailed process of manufacturing and testing procedures along with the offer.			
7	List of BHEL qualified bidders may be forwarded to BHEL's End Customer for their review and approval. The list finalized by BHEL's End Customer in such case shall be final and binding.			
8	BHEL team may carry out vendor evaluation/assesment(incase of a new vendor)by a visit to vendor works for qualifying /rejecting the technical bid based on the findings of the visit.			
9	Vendors to submit their bid in 2- part system, i.e. Part-I shall consists of Pre-Qualification Criteria along with the required documnets and Techno-commercial bids and Part-II shall consists of Price Bid. Offers failing to meet prequalification part will not be considered for further evaluation.			

Hemihead Reference details													
Ref project S.no	Material (SA 516 / SA 515/ SA 266 Gr.1-4 / SA 299)	ID mm	THK (min 100) mm	Supply date DDMMYYYY	Application	Heater manufacturer details			End customer details				
						Supplied to	Contact person	E-Mail id &Phone no	Name of the organisation(End user)	Project Details Name: MW Rating: Location	No.of years the equipment is in service	Contact person	E-Mail id&Phone no:
1													
2													
3													
4													
5													
6													

## Note:

- a) Reference list shall be submitted in the above format only.
- b) Vendors are requested to fill the above and submit along with PreQualification Criteria(PQC).Details mentioned above only are considered for PQC evaluation.
- c) wherever details are not available,vendor to mention as "NA"
- d) Reference project Hemihead/Steam boiler drum shall be either of SA 516 /SA 515/ SA 266 Gr.1-4 / SA 299 conforming to ASME BPVC SEC-II PART-A. Materials supplied as per standards equivalent to the said ASME Materials can be considered.However it is vendors responsibility to provide sufficient document evidence to prove the equivalent standard for ASME Materials. Other materials shall be considered as INVALID Reference.
- e) Reference project Hemihead/Steam Boiler drum ID shall be of 1000 mm(Minimum).
- f) Reference project Hemihead/Steam Boiler drum thickness shall be 100 mm( min) Thickness less than 110 mm(min) shall be considered as INVALID Reference.
- g) Clause no 3(a) (i) to 3(a) (vi) of PQC must be combinedly met by the vendor against a single supply reference of Hemihead. Maximum of 06 such reference shall be mentioned in the above table.

vendor's signature with seal

FIRST ANGLE PROJECTION

(ALL DIMENSIONS ARE IN mm)

BHARAT HEAVY ELECTRICALS LIMITED

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

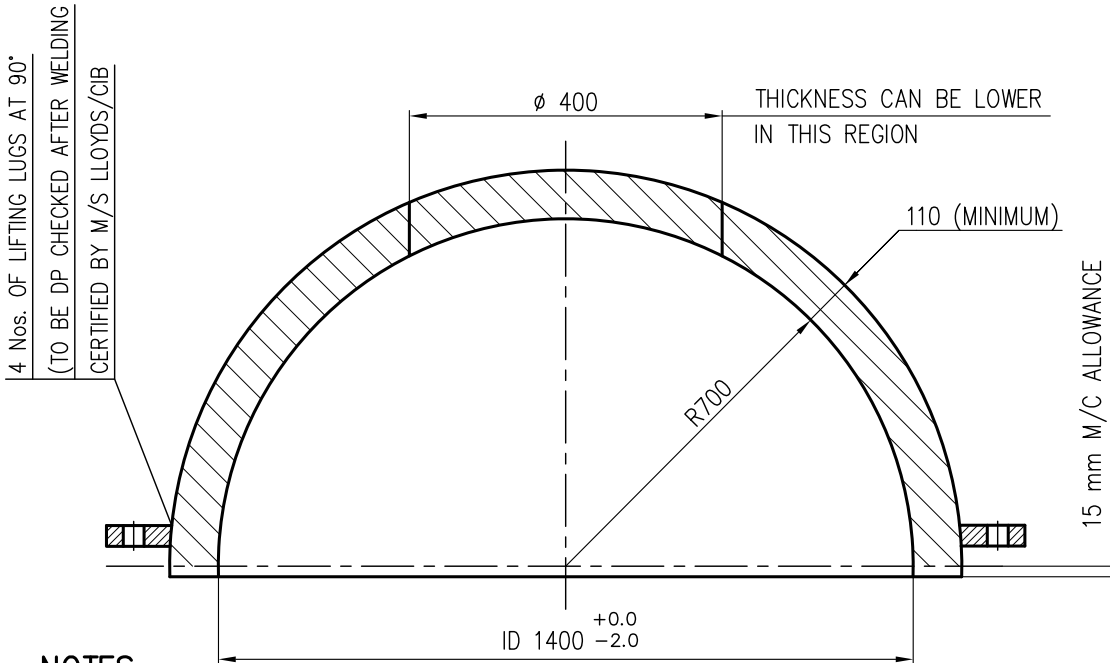
REF. DRG. NO.

FILE NAME

INVENTORY NO


GEN. DIM. LIMITS, FITS, & TOLERANCES AS PER P.S. :- HY0230261

REV. 01	DATE 09.01.02	ALTD SRR	CHD JSR	APPD BScmb	REV. 02	DATE 27.08.03	ALTD SRR	CHD JSR	APPD BScmb	REV. 03	DATE 25.04.06	ALTD SRR	CHD JSR	APPD BScmb
DRAWING REVISED & REDRAWN.					REVISED AS SHOWN $\Delta 02$					REVISED AS SHOWN $\Delta 03$				
REV. 04	DATE 13.04.07	ALTD AE	CHD KIRAN	APPD BScmb	REV. 05	DATE 27.11.13	ALTD SB	CHD KIRAN	APPD BScmb					
REVISED AS SHOWN $\Delta 04$					REVISED AS SHOWN $\Delta 05$									



**NOTES: -**

- $\Delta 02$  1. MATERIAL : SA 516 GR.70
- $\Delta 04$  2. TECHNICAL REQUIREMENTS AS PER PROD STD HE HE51170 REV, LATEST AS PER P.O/INDENT.  $\Delta 05$
3. QUALITY REQUIREMENTS AS PER QP No. HY/HE/009/HH REV, LATEST AS PER P.O/INDENT.  $\Delta 05$
- $\Delta 05$  4. INSPECTION & CERTIFICATION BY DIRECTOR OF BOILERS IN FORM III C AND BHEL APPROVED THIRD PARTY INSPECTION AGENCY AS PER ASME SEC. VIII DIV I.
- $\Delta 05$  (NO IBR/D.O.B. INSPECTION IS REQUIRED IF IMPORTED).
5. MAX. WORKING PRESSURE (DESIGN PRESSURE) : 340 Kg/Sq.Cm.(g)
6. MAX. WORKING TEMPERATURE (DESIGN TEMPERATURE) : 273° C
7. CODE No. FOR HEMIHEAD : HEPA85697009 , WEIGHT = 4250 Kg.
8. CODE No. FOR TEST COUPON : HEPA85697010 , WEIGHT = 64.0 Kg.
- $\Delta 03$  9. APPLICABLE DESIGN CODE : AS PER P.O/INDENT.

REMARKS	ITEM NO	DESCRIPTION	STD	MATL. CODE	A/C	UNIT	UNIT Wt.
				MATL. SPEN.			QTY.
 <b>BHARAT HEAVY ELECTRICALS LTD.</b> HYDERABAD				NAME	SIGN.	DATE	NO.OF VAR.
				DRN.	S.RAMA RAO	01.07.99	VAR.
				CHD.	J.S.RAO	01.07.99	NA
				APPD.	B.SRINIVAS	01.07.99	
DEPT. HE ENGG CODE 405	UNTOL. DIM. GR. $\varnothing/M/F$	SCALE NTS	WEIGHT (KG) NA	REF. TO ASSY DRG. NA	ITEM NO. NA	NO.OF ITEMS NA	
TITLE <b>HEMI HEAD</b> (FOR 500MW -HPHS.)				CARD CODE NA	DRAWING NO. <b>4-175-01-01750</b>		REV. 05
				SHT No. 1	NO OF SHT. 1		

Form no:		<b>PRODUCT STANDARD HEAT EXCHANGERS HYDERABAD</b>	HE 5 1170
			REV NO:08
			PAGE 1 OF 2

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">COPY RIGHT AND CONFIDENTIAL</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">The Information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED, It must not be used directly or indirectly in any way detrimental to the interest of the company.</p>	<p><b><u>SPECIFICATION FOR H.P. HEATER HEMIHEAD FOR FEED WATER HEATERS</u></b></p>							
	<p>1. The plate shall confirm in all respects to SA516 Gr.70 of ASME SEC-II part-A, year of edition and addenda as specified in drg./enquiry/P.O. Hemihead shall be formed from a single plate.</p> <p>2. Over &amp; above the specification requirement, the following supplementary requirements are to be met:-</p> <p style="margin-left: 40px;">(a) S1 :- Vacuum treatment</p> <p style="margin-left: 40px;">(b) S5 :- Charpy V-notch impact test.</p> <p style="margin-left: 40px;">(c) S8 :- Ultrasonic test as per SA435 shall be carried out before and after forming.</p> <p>3. The impact testing of the plate as per A370 &amp; the acceptance values shall be as follows:-</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Test temp.</th> <th style="text-align: center;">Average of 3 specimens (J)</th> <th style="text-align: center;">Individual min (J)</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">0 deg. C</td> <td style="text-align: center;">28.0</td> <td style="text-align: center;">21.0</td> </tr> </tbody> </table> <p>4. Along with each Hemihead, an attested test coupon of size as per drawing from the same cast/heat shall be supplied for proving C-seam at BHEL.</p> <p>5. Hemihead shall be normalized after forming, even if formed, in normalized temperature range. Heat treatment shall be furnished. Supplier shall prove the mechanical properties of the Hemihead on a test coupon which has been subjected to the same heat treatment cycle.</p> <p>6. Limit on ovality &amp; tolerance on inside diameter as per ASME Sec. VIII Div. 1.</p> <p>7. Magnetic particle test shall be carried out on outer surface of Hemihead after forming. Acceptance shall be as per Appx. '6' of ASME VIII Div.1.</p> <p>8. Minimum thickness as specified on the drg. shall be ensured after forming.</p> <p>9. Temporary rust preventive shall be applied for protection during transit &amp; storage.</p> <p>10. Inspection and certification:</p> <p>a) where the material is sourced from suppliers other than India, the certification shall be in IBR form III I duly signed by BHEL Approved Third Party Inspection Agency (BHEL TPIA). BHEL TPIA shall be authorised by Central Boiler Board for that country.</p> <p>b) Where the material is sourced from Indigenous Suppliers, the certification shall be by Director of Boilers in form III I and also by BHEL Approved Third Party Inspection Agency (BHEL TPIA) as per ASME SEC.II Part A. Edition &amp; Addenda as indicated in the drawing/P. O &amp; enclosed quality plan.</p>			Test temp.	Average of 3 specimens (J)	Individual min (J)	0 deg. C	28.0
Test temp.	Average of 3 specimens (J)	Individual min (J)						
0 deg. C	28.0	21.0						

Ref doc:	Revisions:	Prepared :	Approved:	Date:
	Refer to Record of revisions	B.U.G.	D.S.	28-01-86



S NO	TERMS & CONDITIONS	BHEL REQUIREMENT	VENDOR 'S CONFIRMATION												
<b>I TECHNICAL TERMS</b>															
1	DESCRIPTION, SIZE & QUANTITY	<table border="1"> <thead> <tr> <th>Material Code.</th> <th>Material Description</th> <th>Quantity.</th> <th>Base UoM</th> </tr> </thead> <tbody> <tr> <td>HEPA85697009</td> <td>HEMI HEAD</td> <td>1</td> <td>EA</td> </tr> <tr> <td>HEPA85697010</td> <td>PRODUCTION TEST COUPON FOR HEMI HEAD</td> <td>1</td> <td>EA</td> </tr> </tbody> </table>	Material Code.	Material Description	Quantity.	Base UoM	HEPA85697009	HEMI HEAD	1	EA	HEPA85697010	PRODUCTION TEST COUPON FOR HEMI HEAD	1	EA	
Material Code.	Material Description	Quantity.	Base UoM												
HEPA85697009	HEMI HEAD	1	EA												
HEPA85697010	PRODUCTION TEST COUPON FOR HEMI HEAD	1	EA												
2	MATERIAL & SPECIFICATION	PRODUCT STANDARD HE 51170 REV 08													
3	DRAWING	DRG.NO:41750101750 REV 05													
4	QUALITY PLAN	VENDOR TO SUBMIT QUALITY PLAN INCORPORATING BHEL SPEC & DRAWING REQUIREMENT.													
		<b>Note:</b> L1 vendor shall submit Quality Plan for BHEL/End Customer approval within 10 days from the date of PO (same shall be applicable for each revision). Within 10 days of submission of QAP, commented/approved QAP shall be furnished to vendor.													
5	INSPECTION & CERTIFICATION	By BHEL TPIA and and CIB in IBR Form-III I  <b>Note:</b> (a) Vendors are advised to raise Inspection Call in CQIR system (www.cqir.bhel.in) with Purchasing Unit as 'HPEP' at least 3 working days prior to the proposed date of inspection. (b) For arranging customer inspection, advance intimation of 7 working days shall be provided.													
<b>II COMMERCIAL TERMS</b>															
1	TERMS OF DELIVERY	FOR BHEL RC Puram													
1A	FOR BHEL Price / Delivery implies	a) Freight & Insurance are in vendor's scope and price quoted is inclusive of F&I.													
		b) C-Note date or Date of submission of documents whichever is later shall be considered as delivery date incase documents are not submitted within 10 days from the dispatch of the material.													
2	PACKING & FORWARDING	P & F charges shall be inclusive in price.													
3	FRIEGHT & INSURANCE	By supplier up to delivery point.													
4	Third Party Inspection & Certification Charges	By BHEL and vendor's offer will be loaded by appropriate percentage for evaluation of offers. Currently it is 0.198%.													
5	CIB Charges / Certification in IBR Form - III I	Shall be inclusive in quoted price													
6	DELIVERY	<b>Delivery period shall be 3 Months from the date of PO.</b>													
		<b>Note:</b> For any deviation in delivery period as indicated above, quoted price shall be loaded by 0.5% per week for evaluation of offer. However, BHEL reserves the right to reject the offers with delivery period not meeting the project requirement.													
7	MSE CLAUSE	"MSE suppliers can avail the intended benefits only if they submit along with the offer, Udyam Registration Certificate. 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 are not submitted before price bid opening. If the tender is to be submitted through E-Procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer."													

8	TWO-PART BID	Offer shall be submitted in two part bid system thru' EPS. Part-I shall consists of Techno-Commercial bid with all required documents and Price shall be fed in Part-II.	
8A	TECHNO-COMMERCIAL BID	<p>Techno-Commercial Bid shall essentially consist of:</p> <p>(i) Duly filled in signed and stamped Special Contract Conditions (SCC).  (ii) Duly filled in signed and stamped Instructions to Bidder (ITB).  (iii) Duly filled in signed and stamped Pre-Qualification Criteria (PQC) along with its Annexure and supporting documents for qualification.  (iv) Udyam Registration Certificate for MSE vendors  (v) Local Content Certificate (Annexure-III), if applicable.  (vi) Documents/declarations in compliance with Annexure-A,B (if applicable)  (vii) Details as per Annexure-IV, if applicable  (viii) Duly filled in Annexure-II (Non-Disclosure agreement)</p> <p><b>Note:</b>  Bid shall be complete in all respects including all the documents / information required for techno-commercial evaluation. Incomplete offers shall be liable to rejection.</p>	
8B	PRICE BID	Quoted price shall be firm basis. Vendor shall quote rate per piece	
9	EVALUATION OF OFFERS	Offers will be evaluated on Total destination cost to BHEL for all items put together. Vendor must quote for all items failing which offer will be summarily rejected.	
10	END CUSTOMER APPROVAL	Bidders have to submit their PTR for obtaining customer approval. Credentials of techno-commercially qualified bidders will be forwarded to end customer for their review and approval. Price bids of techno-commercially qualified bidders will be opened, subjected to approval of customer.	
11	GUARANTEE	Guarantee on the supplies for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier.	
12	FINANCIAL STANDING	Vendor to submit annual Financial Turnover during the Past 3 Years along with copy of 3 years Audited Balance Sheet.	
13	PURCHASE PREFERENCE TO MSE SUPPLIER	If MSEs quoted price is within the price band of L1+15%, then L1 price shall be counter-offered to MSE vendor (if L1 is other than MSE) for supplying at least 25% of tendered value as per MSME Order dated 09.11.2018. In present case, '100%' shall be counter offered to MSE vendors whose price is within purchase preference of 15%.	
14	TERMS & CONDITIONS	Vendor is requested to furnish all details of the offer in this format. <b>In case of any discrepancy between information furnished here and those furnished elsewhere in the bid, the information furnished in this document only shall be considered, and those furnished else where shall be ignored.</b>	



( Attachment to Enquiry No. E5A1V08721 Due on Date 03.09.2022 for submission by 11.00 hrs to open from 14:00 hrs.)			
INSTRUCTIONS TO BIDDER (ITB)			
<b>NOTE: Bidder to confirm in affirmative by typing "YES" or "Applicable Data" in the response column. Deviations , if any shall be recorded in deviations/comments column (Separate sheet can be attached if needed). Non-Deviatable clauses are indicated as "Non-Deviatable".</b>			
S. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
<b>1</b>	<b>SCOPE OF SUPPLY:</b>		
	Signed & Sealed offers are invited for the Scope of Supply of goods or services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer.		
<b>2</b>	<b>DEFINITIONS</b>		
<b>A</b>	‘The Buyer’ means BHEL-HPEP, Ramachandrapuram, Hyderabad-502 032 of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the companies Act having its registered office at BHEL House, Siri fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.		
<b>B</b>	The Bidder’ means the persons, firm, company or organization on whom the Purchase order is placed and shall be deemed to include the bidder’s successors, representatives, heirs, executors and administrator as the case may be. It may also be referred to as Contractor, supplier or bidder.		
<b>C</b>	‘Contract’ shall mean and include the Purchase order incorporating various documents viz., Notice Inviting Tender (NIT), Offer, Letter Of Intent/Acceptance (LOI/LOA), Instruction to Bidders (ITB) and Special Conditions of Contract (SCC), specifications, inspection/quality plan, schedule of prices and quantities, drawings, if any, enclosed by Bidder/ provided by the Buyer or his authorized nominee and the samples or patterns if any to be provided under the provision of the contract. In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI/LOA followed by Minutes Of Meeting (MOM), NIT, SCC, ITB.		
<b>D</b>	‘Parties to the contract’ shall mean the bidder and the buyer as named in the main body of the Purchase Order.		
<b>E</b>	‘Goods/Material’ shall include Works and Services which are incidental or consequential to supply.		
<b>3</b>	<b>GENERAL INSTRUCTIONS:</b>		
<b>A</b>	Mode of submission of offer shall be as indicated in SCC		<b>Non-Deviatable</b>
<b>B</b>	The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. The offer including annexures and brochures should be submitted in English / Hindi. All Pages of Techno Commercial Bids (Main Pages), ITB, SCC should be signed and Stamped. If there is a conflict in case of bilingual submission, the submission in		<b>Non-Deviatable</b>
<b>C</b>	Incomplete offers are liable for rejection.		<b>Non-Deviatable</b>
<b>D</b>	Bidders to please note that the Terms & conditions contained in this document and SCC are to be read fully before submission of quotations.		<b>Non-Deviatable</b>
<b>E</b>	Bidders are advised to comply with ITB and SCC, should there be any deviations (where deviations are permitted), it shall be entered in the deviation column. BHEL reserves the right to reject such offers or load the bid suitably for evaluation.		<b>Non-Deviatable</b>
<b>F</b>	Offers shall be submitted directly, only by the bidder or by their authorized representative / agent and the offer should be in line with the regulatory guidelines (i.e. A valid Agency agreement between principal bidder and agent / representative shall be attached and the agreement shall cover the scope of services rendered by Agent, Agency Commission and any other information called for as per the regulatory guidelines). OEM / Mill details shall be provided if bidder is not a manufacturer. Bid envelops shall bear the name of Bidder. In case of submission through authorized representative/agent, the name of representative/agent should also be mentioned apart from bidder name.		<b>Non-Deviatable</b>
<b>G</b>	Offer received after the specified time and date of submission will be rejected. No further correspondence shall be entertained.		<b>Non-Deviatable</b>
<b>H</b>	Unsolicited offers will not be considered.		<b>Non-Deviatable</b>
<b>4</b>	<b>OTHER PARTICULARS (Please indicate applicable data)</b>		
<b>A</b>	Name of the Bid currency (freely tradable foreign currency for imports and Indian Rupees for indigenous purchase).		
<b>B</b>	Name of the Port of loading and Port of Discharge (applicable to imports).		
<b>5</b>	<b>BID SUBMISSION PROCEDURE FOR CONVENTIONAL TENDER:</b>		
<b>A.</b>	The complete bid shall be submitted in a single sealed cover superscribing the Tender number and due date, addressed to Sr DGM/CMM, Vendor Complex, BHEL, Hyderabad and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. E- mail bids shall be sent to mail ID <a href="mailto:pricebid_hyd@bhel.in">pricebid_hyd@bhel.in</a> only as an attachment.		<b>Non-Deviatable</b>

( Attachment to Enquiry No. E5A1V08721 Due on Date 03.09.2022 for submission by 11.00 hrs to open from 14:00 hrs.)			
INSTRUCTIONS TO BIDDER (ITB)			
S. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
<b>B. For two-Part Bids:</b>			
<b>i</b>	<p>The offer is to be submitted in two parts viz., Techno-commercial Bid - (Part-I), with all technical specification &amp; scope including bill of material etc., Earnest Money Deposit (EMD)(wherever applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission, duties, taxes and other charges, Signed and Stamped ITB and SCC, <b>except the price</b>, shall be kept in a separate sealed cover, superscribing enquiry No. (Techno-Commercial Bid) and due date AND Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover superscribing Enquiry no. (Price bid) &amp; due date.</p> <p>Both the above covers (Part –I &amp; II) shall be kept in a Third cover superscribing Enquiry no. &amp; due date.</p> <p>Bidder can also submit offer through email. Technical offer to be submitted to mail ID <a href="mailto:technicalbid_hyd@bhel.in">technicalbid_hyd@bhel.in</a>, and price bid to be submitted to mail ID <a href="mailto:pricebid_hyd@bhel.in">pricebid_hyd@bhel.in</a> only as an attachment. Interchanging the information in the mails may lead to rejection of the offer. Bidder shall have no claim on e-mail offers sent to any other e-mail ID.</p>		<b>Non-Deviatable</b>
<b>ii</b>	The bidders whose bids are techno commercially not accepted will be informed and EMD shall be returned wherever submitted.		
<b>iii</b>	Bidders will be allowed to submit the impact on their quoted prices due to changes in technical scope, specifications, and commercial terms/conditions as specified in NIT which in the opinion of BHEL, warrant changes in prices.		<b>Non-Deviatable</b>
<b>C</b>	Bids shall be opened on due time and date in the presence of bidders who may like to be present. Only one representative of each bidder shall be permitted to attend the bid opening. Only the price bids of bidder (in case of two part bid) whose techno commercial bids are accepted will be opened later on a specified date.		<b>Non-Deviatable</b>
<b>6 DELIVERY TERMS</b>			
<b>A Indigenous Purchase</b>			
	<p>a) Terms of Delivery for dispatches to BHEL Hyderabad (HPEP) shall be FOR Destination. b) Terms of Delivery for Direct Dispatch (DD) items shall be Ex Works. i) Incase specified in SCC that insurance is in customer/BHEL scope, price quoted shall include Freight charges up to Destination. ii) Otherwise, price quoted shall include Freight and Insurance upto Destination. However, beneficiary for insurance shall be BHEL.</p>		
<b>B. Imports</b>			
	The goods shall be delivered on FCA capital airport basis in case of freight by Air and CIP basis in case of freight by Sea.		
<b>7 Documentation for Payment:</b>			
<b>A Indigenous Purchase</b>			
	<p>Following documents shall be submitted immediately on dispatch of material to BHEL HPEP / Site</p> <p>a. Original Tax Invoice (Refer ITB clause no 11 for Tax Compliance) b. Packing List - clearly showing number of packages, gross weight and net weight. c. Test/Warranty/Guarantee certificates, O&amp;M Manual (If specified in SCC) d. Insurance intimation/declaration certificate e. Pre-dispatch Inspection report /Third Party Inspection Certificates. f. Consignee copy of LR signed &amp; stamped by Customer/Site representative for DD Items g. e-waybill h. Any other documents as specified in SCC.</p> <p>Softcopies of the above documents shall be uploaded in Pradan portal <a href="https://hpep.bhel.com/mm/">https://hpep.bhel.com/mm/</a> immediately after dispatch of the material.</p>		<b>Non-Deviatable</b>

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**INSTRUCTIONS TO BIDDER (ITB)**

S. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
<b>B</b>	<b>Imports</b>		
	<p>i) Bidder shall inform BHEL the readiness of material along with packing details 30 days in advance from the date of delivery.</p>		
	<p>ii) Bidder shall also upload the soft copy of the dispatch documents consisting of BL / AWB, Invoice, delivery note, packing list, country of origin &amp; Test certificates and other documents as specifically indicated in the SCC in PRADAN Portal (<a href="https://hpep.bhel.com/mm">https://hpep.bhel.com/mm</a>) within Five days from the B/L date for sea shipment and One day from AWB date for Air shipment and sent to email ids: <a href="mailto:mssea@bhel.in">mssea@bhel.in</a>, <a href="mailto:msair@bhel.in">msair@bhel.in</a>, <a href="mailto:cmmfe@bhel.in">cmmfe@bhel.in</a>.</p>		
	<p>iii) AWB/BL must contain the information of BHEL GST no., and PAN no.</p>		
	<p>iv) <b>Air Shipments:</b> Bidder shall ensure the following</p> <ol style="list-style-type: none"> <li>Port of discharge -- Mumbai/Chennai/Hyderabad (as indicated in SCC).</li> <li>Consignee shall be BHEL, Hyderabad. Material shall be air freighted through cargo mode only and not through Courier.</li> <li>Upon handing over the cargo to the forwarder, bidder shall ensure the acknowledgement receipt with wordings "Cargo handed over in sound condition for Air freighting". Note: Warehouse receipt will not be considered for penalty calculations.</li> <li>In case of CIF/ shipments, bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within one day from the date of Shipment.</li> <li>Following dimensions of single package may be noted.               <ol style="list-style-type: none"> <li>Maximum dimension of the cargo(ODC) -- 125" x 88" x 63"</li> <li>Maximum weight of the cargo -- 3.5 MT.</li> </ol>               If any package dimension or weight exceeds the above set limits, it will be treated as Over Dimension Cargo (ODC) or Over Weight Cargo and bidder shall inform BHEL 30 days in advance to the delivery date to enable BHEL to finalize the freight forwarder.             </li> <li>If package falls under Hazardous category, bidder shall communicate BHEL 30 days in advance period with document support.</li> </ol>		
	<p>v) <b>Sea Shipments:</b> Bidder shall ensure the following</p> <ol style="list-style-type: none"> <li>Port of discharge -- Nhavaseva/Mumbai/Chennai.</li> <li>Place of Delivery / Final Destination for CIP shipments - Nhavaseva CFS / Chennai CFS.</li> <li>In case of FOB shipments, bidder shall handover the material to BHEL nominated forwarder and obtain the cargo receipt.</li> <li>If the material cannot be containerised in 20 or 40 GP containers, an advance information of 30 days prior to the delivery date shall be communicated to BHEL for necessary arrangements and finalisation of freight forwarder.</li> </ol>		
	<p>e) <b>For CIP shipments:</b></p> <ol style="list-style-type: none"> <li>In case of FCL shipments, Detention free period must be 14 days.</li> <li>Bidder shall also inform BHEL the information about discharge port agent details and cargo arrival information within 5 days from the date of Shipment.</li> <li>No charges for the services rendered till place of destination will be payable by BHEL. In case liner / forwarder insist for charges, not in the scope of BHEL, the same will be adjusted from bidder account.</li> <li>In case of CIF shipments -- Bidder must select a forwarder/liner whose discharge port published tariff for THC and other services is available. Any charges over and above the published tariff will not be borne by BHEL or will be adjusted from the bidder's bill.</li> <li>Bidder must insure the cargo for 110% of material value including the freight amount.</li> </ol>		
	<p>vi) Recovery charges for non-submission of documents:- Bidder shall submit all the required documents to BHEL as prescribed in the Purchase order and NIT. If BHEL incurs any charges such as Penalty, demurrage, container detention, wharfage, storage, Ground rent etc., due to non - compliance / non - submission of documents prescribed in Purchase Order/ NIT/Letter of credit, the same shall be recovered from the bidder as under: 1. EUROPE/USA/Black Sea/ Far East/Middle East/South East sector</p> <p><b>A. For FOB Sea Consignments:-</b> Penalty for late submission / negotiation of documents beyond 14 days shall be as under:</p>		

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**INSTRUCTIONS TO BIDDER (ITB)**

S. No.	DETAILED TERMS & CONDITIONS				VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT		
	Sl. No	Period (From Date of Bill of Lading)	Recoverable Charges	Recoverable Charges per day per container				
			LCL per week/ Break bulk cargo per day	20FT Container	40FT Container			
	i	Upto 14th day	Nil	Nil	Nil			
	ii	15th day onward	USD 10	USD 110	USD 200			
	<p><b>B. For CIP Sea Shipments:</b>  Bidder shall provide rates for detention charges after free period at the time of offer itself in case of engagement of 20FT Container and 40FT category. In case of late presentation of documents to the bank recovery will be effected from the Bidder as per the rates quoted by the Bidder at the time of offer in this regard.  In case of Break bulk cargo and LCL, Demurrage charges shall be recovered at the rate of USD 1 per Ton per day and storage charges at the rate of USD 10 per week respectively shall be charged as late presentation charges.</p>							
	<p>vii) Description of items in invoice, packing list, BL / AWB or LR shall be same as PO item description. Bidders shall ensure that invoice shall contain PAN nos. of both bidder and BHEL along with other tax related numbers. BHEL PAN AACB4146P and BHEL TAN HYDB00086C.  Any other additional documents sought by the statutory authorities, the same shall be produced by the bidder on priority basis.  viii) Bidder shall provide package details including number of packages, gross weight, net weight etc.  ix) The bidder shall provide the following documents at the time of submission of offer:  a) No Business Connection in India declaration issued by the bidder as per the format specified. (or)  b)  (i) No Permanent Establishment in India declaration issued by the bidder as per the format specified.  (ii) Tax Residence Certificate issued by the bidder's tax authorities.  (iii) Form 10F, as attached in Annexure V, to be issued by the bidder.  c) In case the bidder has a Business Connection in India as per Section 9 of Income Tax Act or significant economic presence in India as per rule 11 UD of IT Act or Permanent Establishment in India as per Article 5 of Double Taxation Avoidance Agreement between India and the bidder's country, the bidder shall provide a withholding tax order issued by the Indian Income Tax authority for recovery of applicable tax.</p>							
<b>8</b>	<b>Delivery Schedule</b>							
	The tendered goods shall be delivered within the period stipulated in NIT/ SCC as accepted. Inordinate delay/early supply are liable for rejection/Hold on payment.					<b>Non-Deviatable</b>		
<b>9</b>	<b>Pricing Terms</b>							
	Quoted price shall be inclusive of Packing & Forwarding and shall remain firm and valid during the execution of PO. Offers with PVC will be rejected outright except in cases where specifically called for in the SCC.					<b>Non-Deviatable</b>		
<b>10</b>	<b>PRICE VALIDITY :</b>							
	Unless otherwise specified, offer shall be valid for a period of 90 days from the date of bid opening (Technical bid /part-I in case of two part bid). However the prices quoted for spare parts of the Main equipment shall be kept valid for a period as specified in SCC.					<b>Non-Deviatable</b>		

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**INSTRUCTIONS TO BIDDER (ITB)**

S. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
<b>11</b>	<b>Taxes &amp; Duties (RATE TO BE INDICATED by the bidder against the space provided)</b>		
<b>A</b>	<b>Indigenous Purchase</b>		
	<p>i) Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.</p> <p>ii) If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.</p> <p>iii) Bidder to quote the applicable taxes in the following manner:</p> <ul style="list-style-type: none"> <li>- Harmonized System of Nomenclature (HSN) of Goods</li> <li>- Services Accounting Code(SAC) of Services.</li> <li>- IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided</li> </ul> <p>iv) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.</p> <p>v) In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.</p> <p>vi) Any other taxes &amp; duties not covered anywhere above may be indicated separately.</p>		<b>Non-Deviatable</b>
	<p><b>Taxes deducted at source:</b></p> <ul style="list-style-type: none"> <li>- TDS as per the extant statutes shall be deducted.</li> <li>- In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.</li> <li>- Concessional certificates, if any, should be provided well in time for lower deduction of tax.</li> </ul>		<b>Non-Deviatable</b>
	<p><b>Terms &amp; Conditions to be complied</b></p> <p>1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN i.e. 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.</p> <p>2. Reimbursement of GST amount will be made only upon completion of the following:</p> <ul style="list-style-type: none"> <li>i. Bidder declaring such invoice in their GSTR-1 Return/ IFF</li> <li>ii. Receipt of Goods or Services and Submission of Tax invoice by BHEL</li> <li>iii. The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.</li> </ul> <p>3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.</p> <p>4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.</p> <p>5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/ leviable on BHEL.</p> <p>6. Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally signed will be issued by BHEL indicating the respective supply invoice number. The same can be downloaded from PRADAN Portal.</p> <p>7. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.</p> <p>8. Bidders to note that Rules &amp; Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.</p>		

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INSTRUCTIONS TO BIDDER (ITB)			
S. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
<b>B.</b>	<b>Foreign Purchase (Imports)</b>		
	<p>The offered price shall be inclusive of all the Taxes and duties as applicable in country of export / country of dispatch for the quoted price. Taxes deducted at source:</p> <p>a. In case of goods or services subject to Income tax in India, such tax as per the extant statute shall be recovered.</p> <p>b. In case bidder does not provide necessary documents for beneficial taxation (Refer clause 7- B- (ix) a-c of ITB), the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.</p>		<b>Non-Deviatable</b>
<b>12</b>	<b>Payment Terms: Unless otherwise specified in SCC, following shall be the terms of Payment.</b>		
<b>A</b>	<p><b>Indigenous:</b></p> <p>a) Micro &amp; Small Enterprises (MSEs) - 100% Direct EFT payment within 45 days b) Medium Enterprises - 100% Direct EFT payment within 60 days c) Non MSME Bidders - 100% direct EFT Payment within 90 Days</p> <p><b>Note</b></p> <p>A. Above due date is reckoned from the date of Receipt of material or 15 days from the date of submission of complete set of documents as per PO whichever is later. Payment will be made on acceptance of Material.</p> <p>B. MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL.</p> <p>C. The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less.</p> <p>D. Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.</p> <p>E. In case of packaged items, 10% of supply value will be retained till completion of total supplies.</p> <p>F. Bidders to comply with clause 11 on GST requirements</p>		
<b>B</b>	<p><b>Imports:-</b></p> <p>i) 100% payment (less Indian Agency Commission, if any) shall be through Wire Transfer with a credit period of 60 days - Cash Against Documents (CAD)</p> <p>ii) In case Bidder opts for Letter of Credit payment, the LC Usance period shall be 90 days with respective bank charges to respective accounts and loading of 0.50%</p> <p>iii) Indian Agency commission if payable and so specified in the Purchase order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate, as on the date of payment after successful completion of the contract.</p>		
<b>C</b>	<p><b>Conditions for both Inland &amp; Foreign LC:</b></p> <p>a. LC validity period will be 90 days and for any extension, applicable charges will be to bidder's account.</p> <p>b. LC will be opened 7 working days after receipt of request along with successful pre dispatch inspection completion report / material readiness intimation with Material Test Certificate (MTC), prior to the scheduled / agreed delivery date.</p>		<b>Non-Deviatable</b>
<b>D</b>	<p><b>Conditions for both Indigenous &amp; Foreign Bidders:</b></p> <p>a. In case Bidders insist for lesser Credit period, loading of 0.60% for every 15 days reduction will be applicable.</p> <p>b. In case PBG as required is not furnished, Payment will be released deducting the BG amount, which will be paid after expiry of warranty period against submission of supplementary claim.</p> <p>c. Payment does not imply in any respect whatsoever a waiver of Buyer's right to performance of the Order. Buyer is entitled to set off claimable debts against claimable liabilities with the bidder by means of a setoff Note.</p>		<b>Non-Deviatable</b>
<b>E</b>	<p>Wherever EMD is applicable, the EMD will be paid back to unsuccessful bidders within fifteen days after award of the contract. Successful bidder's EMD will be retained till submission of Performance Bank Guarantee (PBG).</p> <p>Tender Fee wherever applicable is not refundable.</p> <p>No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.</p>		<b>Non-Deviatable</b>



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**INSTRUCTIONS TO BIDDER (ITB)**

S. No.	DETAILED TERMS & CONDITIONS	VENDOR RESPONSE (YES/NO)	DEVIATIONS / COMMENT
13	<p><b>Penalty clause:</b> In the event of delay in supply /part-supply of goods, Penalty as detailed below is leviable</p> <p>a. Penalty of 0.5% per week or part there of shall be levied, limited to a max of 10% (ten percent) of delayed portion value / order value (as specified in SCC).</p> <p>b. Penalty applicable for delay in documentation is as per SCC.</p> <p>c. Date Reckoned for Penalty</p> <ul style="list-style-type: none"> <li>- Indigenous Orders with delivery terms FOR HPEP: C Note date.</li> <li>- Indigenous Orders (Others): Date of e-waybill.</li> <li>- Imports: For CIP/CIF Orders: IGM date</li> <li>- Imports: For FOB Orders: AWB / BL date</li> <li>- Imports: For FCA/Ex Work Orders: Date of acknowledgement from Freight Forwarder.</li> </ul> <p>d. In case of Deviation to above Penalty clause, loading applicable to the extent to which not agreed by Bidder.</p> <p>e. Timelines as mentioned in the Annexure 1 will be considered for reckoning delivery.</p> <p>Penalty amount so determined along with applicable GST (for Indigenous orders) thereon shall be recovered.</p> <p>Imposition, recovery or settlement of this penalty shall not affect BHEL's right to performance, compensation and termination of the order.</p>		
14	<b>Excess materials</b> supplied beyond tolerance limit as specified in PO will not be paid and bidder may raise credit note for the excess/unaccepted material as per GST law.		<b>Non-Deviatable</b>
15	<b>Rejected materials</b> , if any, shall be collected by the bidder within 90 days of such communication to the bidder. Beyond this period the bidder forfeits their right to the materials.		<b>Non-Deviatable</b>
16	<p><b>Guarantee / Warranty Period :</b> Wherever required, and so provided in the specifications/SCC/Purchase Order, the bidder shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance.</p> <p>a) Guarantee period shall be 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.</p> <p>b) In case erection &amp; commissioning is involved, guarantee period shall be 12 months from the date of commissioning.</p> <p>c) In case of equipment bought as a package which are intended to be incorporated in installations or systems, the guarantee period shall be 12 months from the date of commissioning of such equipment.</p> <p>The guarantee period shall be extended by the period during which the goods are not in compliance.</p> <p>If the delivery is found to be non-complaint, bidder shall replace, repair or re-execute the as requested by BHEL. If the bidder defaults on his obligations, buyer has the right to proceed to replace, repair or reexecute at the bidder's expense.</p> <p>A guarantee period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery.</p> <p>Loading for deviation: In case warranty specified in SCC is over and above the period mentioned in b &amp; c above; loading will be 1% per annum for the deviation in warranty end period, on the contract value. Expected commissioning period is as indicated in SCC.</p>		<b>Non-Deviatable</b>
17	<p><b>PERFORMANCE BANK GUARANTEE (PBG) (Applicable in case mentioned in SCC)</b> In case enquiry specifically spells out PBG requirement, PBG is to be submitted by Bidder in requisite format as per Annexure VII.</p> <p>Further detailing on PBG as specified in SCC.</p> <p>The PBG shall be for the performance of the goods and shall remain binding not withstanding such variations, alterations or extensions of item as may be made, give, conceded or agreed to between the Bidder and BHEL under these Terms and conditions or otherwise.</p>		<b>Non-Deviatable</b>
<p><b>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL, shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.18. The Bidders may specifically note the following.</b></p>			
18	<b>Evaluation and Loading Criteria:</b>		

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**INSTRUCTIONS TO BIDDER (ITB)**

- i) Evaluation Currency for this tender shall be “INR”.
- ii) Evaluation of prices shall be done item-wise unless otherwise specified in the SCC.
- iii) Evaluation shall be on the basis of delivered cost, i.e. “Total Cost to BHEL” w.r.t the finalized technical scope and commercial conditions (after considering incidence of applicable taxes and duties and loading).
- iv) In the course of evaluation, if more than one Bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 Bidders. In case more than one Bidder happens to occupy the L1 status even after soliciting discounts, the L1 Bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 Bidders or their representatives. Ranking will be done accordingly.  
BHEL decision in such situations shall be final and binding.

**INDIGENOUS**

- a. Bidder shall ensure to indicate the applicable taxes against each line item, failing which the same will be considered as inclusive/NIL.
- b. Ex-works offers received (as against FOR Destination mentioned in enquiry) shall be loaded by 2% of Ex-works value.
- c. GST and any other charges quoted will be added to the base price. However, in case input credit is available for GST (SGST, CGST/IGST), the same shall be excluded for arriving at “Total Cost to BHEL”

**IMPORTS**

For evaluation of offers in foreign currency, exchange rate (TT selling rate of State Bank of India) as on the date of bid opening (Part-I, in case of two-part bids) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

In case of foreign Bidders, the quoted CIP price shall be loaded by the following factors to arrive at “Total Cost to BHEL”:

- Import duty as applicable on the date of Part-I bid opening.
- Loading will be as per the table below

	Ex-Works	FOB/FCA	CIF/CFR	CIP
Foreign Inland freight and insurance	2%			
Marine freight and marine insurance	3%	3%		
Destination Port handling charges	0.50%	0.50%	0.50%	
clearing charges & inland freight and insurance	2%	2%	2%	2%

**COMMON LOADING FOR IMPORTS & INDIGENOUS** that will be added for arriving the "Total Cost to BHEL"

- A. Loading on Deviated Penalty clause shall be 10% or to the extent to which the bidder has opted for deviation.
- B. Loading for payment terms as per clause 12 of ITB
- C. Loading for deviation in Warranty & PBG as per clause 16,17.

**19** Procurement directly from the manufacturers/ suppliers shall be preferred. However, no agent shall be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both from the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.

**20** **RIGHT OF REJECTION /NON- PLACEMENT OF PO:** BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever.

**21 INTEGRITY PACT**

Bidders shall have to enter into Integrity Pact with BHEL as per Annexure VI - for Tender value of rupees two crores and above and shall be signed by the authorized signatory along with the offer, failing which Bidder’s offer will be rejected.

**22 Public Procurement**

**A Make in India**

For this Procurement, the local content to categorize a bidder as a Class I local bidder / Class II local bidder / Non-Local bidder and purchase preference to Class I local bidder, is as defined in Public Procurement (Preference to Make in India) order No P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by DPIIT as amended from time to time.

Proforma for self-certification for minimum local content and auditor’s certification is given in Annexure III.

**B** Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority. GOI website <https://www.mea.gov.in/> to be referred for latest details of competent authority and exemptions . Proforma for self-certification for compliance is given in Annexure IV.

**C Startups:**

For Start-ups duly registered with DPIIT (Copy of certificate to be provided), condition of prior turnover and prior experience in Public Procurement may be relaxed subject to meeting of Quality and Technical Specifications. Startups are exempt from paying EMD.

**23 Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase**

**A** All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying EMD. NSIC/UDYAM registered bidders shall submit NSIC/UDYAM Certificate along with bid documents. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the bidder submits these documents.



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INSTRUCTIONS TO BIDDER (ITB)	
<b>B</b>	In tender, MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. Out of these 25% minimum 3% shall be earmarked for MSEs owned by women and 6.25% for MSEs owned by SC/STs who submit the relevant documents.
<b>C</b>	If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro,
<b>D</b>	BHEL HPEP is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.
<b>24</b>	Inspection Measuring and Test Equipment (IMTE) used by the Bidder/ Contractor or sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE maintained in sound condition during usage.
<b>25</b>	ISO-9001, ISO14001 & OHSMS 45001 shall be complied.
<b>26</b>	If BHEL registered supplier is not quoting against this NIT, supplier shall send regret letter positively with valid reasons for not participating. Repeated lack of response on the part of supplier may lead to deletion of such registered supplier from BHEL's approved supplier's list as per BHEL SEARP Guidelines.
<b>27</b>	<b>Risk Purchase clause:</b> In case bidder fails/delays to supply whole or part of the ordered items or supplies defective items or fails to fulfil any other terms and conditions given in Purchase Order/Contract, BHEL has the right to terminate the order/contract or withdraw balance scope of work/supply and make the purchase of such material / services from elsewhere at the risk and cost of the defaulted bidder. The bidder is liable for the additional expenditure / difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the order/contract. Non-performance of contract attracts penal provisions in line with BHEL guidelines for Suspension of Business Dealings (SBD).
<b>28</b>	Any other terms and conditions of the bidder attached / referred against the tender enquiry will not be considered.
<b>29</b>	All drawings, patterns and tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must be used only in the execution of BHEL's orders.
<b>30</b>	Any amount payable by the bidder under any of the conditions of this contract shall be liable to be adjusted against any amount payable to the bidder under any other work / contract awarded by BHEL HPEP or any other BHEL Units. This is without prejudice to any other action as may be deemed fit by BHEL.
<b>31</b>	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, will be rejected. The list of firms banned by BHEL is available on BHEL web site: <a href="http://www.bhel.com">www.bhel.com</a>
<b>32</b>	<b>Ordering and confirmation of order</b> The bidder shall send the order acceptance within one week from the date of LOI/Purchase order or such other period as specified/agreed by the Buyer. Buyer reserves the right to revoke the order placed if the order confirmation differs from the original order placed. Buyer shall be legally bound, only if agreed for any deviation explicitly in writing. The acceptance of deliverables or supplies by Buyer as well as payments made in this regard shall not imply acceptance of any deviations. The Purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the Buyer) from the date of P.O. Buyer, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.
<b>33</b>	<b>Execution</b> The whole contract is to be executed in the most workman like manner, substantial and approved as per the contracted terms.
<b>34</b>	<b>Progress Report</b> The bidder shall render such report as to the progress of work and in such form as may be called for by the Buyer from time to time. The submission and acceptance of such reports shall not prejudice the rights of the buyer in any manner. Bidder shall communicate to BHEL immediately, the change of address, ownership, contact person(s), the mobile numbers and e-mail of the dealing person concerned. Milestones shall be periodically updated by bidder through PRADAN Portal ( <a href="https://hpep.bhel.com/mmm/">https://hpep.bhel.com/mmm/</a> ). Non updation will adversely affect service rating of bidder performance.

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INSTRUCTIONS TO BIDDER (ITB)	
<b>35</b>	<b>Non-disclosure Obligations</b>
	<p>Drawings, 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. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are confidential and binding only to the extent that they are by reference expressly included in the contract.</p> <p>The bidder shall, as per agreed date/s but not later than the date of delivery, provide free of charge any information and/or drawings which are necessary to permit the Buyer to erect, commission, operate and maintain the product. Such information and drawings shall be supplied as specified in technical specification.</p> <p>All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the contract shall continue to be the property of the submitting party.</p> <p>The bidder shall provide Buyer with all information pertaining to the delivery in so far as it could be of importance to Buyer. The bidder shall not reveal confidential information to its own employees not involved with the tender/contract and its execution and delivery or to third parties, unless Buyer has agreed to this in writing beforehand. The bidder shall not be entitled to use the Buyer's name in advertisements and other commercial publications including website without prior written permission from Buyer.</p> <p>In the event of violation of the confidentiality as agreed, BHEL will take legal action as deemed fit. Non-disclosure agreement to be entered as per Annexure- II wherever applicable.</p>
<b>36</b>	<b>Inspection and Testing</b>
<b>A</b>	The goods and stores shall be manufactured by approved quality system and each part/component may be inspected and tested by the Buyer prior to shipment and shall comply with relevant requirements. Buyer has the right to inspect at any stage during manufacture/ delivery.
<b>B</b>	<p>Buyer or his authorized representative shall be entitled at all reasonable times during execution to inspect, examine and test at the bidder's premises the material and workmanship of all stores to be supplied under the contract, and if the part of the stores are being manufactured at other premises, the bidder shall obtain for buyer or his authorized representative permission to inspect, examine and test as if the said stores are being manufactured at the bidder's premises. Such inspection, examination and testing, if made shall not release the bidder from any obligation under the contract.</p> <p>For indigenous bidders all costs related to first inspection request shall be borne by the buyer and the cost of subsequent inspections due to non-readiness of material/rework/ rejections shall be borne by the bidder. In case of imports all inspection charges including third party inspections if any shall be borne by the bidder. The cost of inspection staff/third party specified by the Buyer shall be borne by bidder unless otherwise specifically agreed. If the contract provides for tests on the premises of the bidder or any of his sub-contractor/s, bidder shall be responsible to provide such assistance, labor, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently.</p> <p>Cost of any type test or such other special tests shall be borne by the bidder unless otherwise specifically agreed in the contract.</p> <p>The Bidder shall give the authorized representative of the buyer reasonable notice in writing of the date on and the place at which any stores will be ready for inspection/ testing as provided in the Contract. Annexure – I, may strictly be complied with for the time lines. Any delay in submission of the documents by the bidder will not alter the delivery date.</p>
<b>37</b>	<b>Quality and Condition of the Deliverables</b>
	The bidder shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to products, packaging and raw and ancillary materials.
<b>38</b>	<b>Packaging and Dispatch</b>
	<p>The bidder shall package the deliverables safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by sea/air/rail/road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/hooks and sling marks as may be required for easy and safe handling by mechanical means. Special packaging conditions/ environmental conditions as defined in the NIT shall be fully complied.</p> <p>Each package must be marked with consignee name, address, P.O. number, Package Number, gross weight &amp; net weight, dimensions (Lx B x H) and bidder's name. The packing shall allow for easy removal and checking of goods on receipt and comply with carrier's conditions of packing or established trade practices. Packing list for goods inside each package with P.O. item No. &amp; quantity must also be fixed securely outside the box to indicate the contents. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols/instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.</p>
<b>39</b>	<b>Contract variations; Increase or decrease in the scope of supply</b>
	<p>Buyer may vary the contracted scope during execution due to exigencies of project requirement.</p> <p>If the bidder is of the opinion that the variation has an effect on the agreed price or delivery period, Buyer shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and period involved, as well as the effect this additional work will have on the other work to be performed by the bidder. Wherever unit rates are available in the contract, the same shall be applied to such additional work. The bidder shall not perform additional work before buyer has issued written instructions/amendment to the purchase order to that effect. The work which the bidder should have or could have anticipated in terms of delivering the service (s) and functionality (ies) as described in this agreement should be executed by the bidder without any price implication.</p> <p>In case of no change in the scope / technical specifications, bidder shall endeavor to keep the material ready and intimate the same to BHEL within the contractual delivery date, failing which, the delay if any will be attributed to supplier, and any upward price variation thereof for delivery at a later date is not admissible.</p>

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INSTRUCTIONS TO BIDDER (ITB)	
<b>40</b>	<b>Rejected/Short shipments/ warranty/guarantee replacements</b>
	In case of any short shipment during initial supply which is subsequently dispatched by the bidder or any guarantee / warranty replacements shall be dispatched on “DDP-Delivered duty paid BHEL stores” basis for imported items and “FOR-BHEL Stores/designated destination” basis for indigenous items.
<b>41</b>	<b>Export Administration Regulations</b>
	If a delivery includes such technology and / or supply that is subjected to the export regulations the bidder shall obtain due permissions, approvals, license etc.
<b>42</b>	<b>Force Majeure</b>
	The bidder shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the bidder to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the bidder shall refund any amount advanced or paid to the bidder by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.
<b>43</b>	<b>Non-waiver of Defaults</b>
	If any individual provision of the contract is invalid, the other provisions shall not be affected.
<b>44</b>	<b>Settlement of Disputes</b>
	Except as otherwise specifically provided in the contract, all disputes concerning questions of the facts arising under the contract, shall be decided by the Buyer, subject to written appeal by the bidder to the buyer, whose decision shall be final. Any disputes of differences shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration The bidder shall continue to perform the contract, pending settlement of disputes(s).
<b>45</b>	<b>Conciliation clause</b>
	CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in <a href="http://www.bhel.com/index.php/story_details?story=2454">http://www.bhel.com/index.php/story_details?story=2454</a> . The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this ITB.
<b>46</b>	<b>ARBITRATION (WITH SOLE ARBITRATOR)</b>
	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration . Sole arbitrator to be appointed by Head of the Unit - BHEL , HPEP .
	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
	Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Sangareddy / Hyderabad, Telangana. The language of arbitration shall be English and the documents shall be submitted in English.
	The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator.
	Subject to the arbitration in terms of clause 45, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
	<b>ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT</b>
	In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE 0M No 4(1)/2013-DPE(GM/FTS 1835 dated 22-05-2018

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<b>INSTRUCTIONS TO BIDDER (ITB)</b>	
<b>47</b>	<b>Applicable Laws and jurisdiction of Courts</b>
	This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.
<b>48</b>	<b>BHEL-Fraud prevention policy shall be adhered to.</b>
	The Bidder along with its associate/ Collaborators/ Sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL Website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice. List of nodal officers is hosted on BHEL Hyderabad website <a href="https://hpep.bhel.com/">https://hpep.bhel.com/</a> .
<b>49</b>	<b>Suspected Cartel Formation</b>
	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case , the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies / guidelines.

**Guidelines for Indian Agents of Foreign Suppliers**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
  - 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
  - 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
    - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
    - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
    - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
  - 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
    - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
    - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
    - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
  - 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
  - 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

**Annexure-B**

This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

\* In all other cases, extant guidelines of SEARP, 2010 are to be followed.

<b>SEARP (SRF) Clause No</b>	<b>Detail</b>
	<b>Name &amp; address of the firm</b>
<b>1.0</b>	<b>Products/ Systems / Services being considered for</b>
<b>2.0</b>	<b>General Information</b>
2.2	Name of Chief Executive
2.3	Details of authorized signatory
<b>3.0</b>	<b>Ownership Information</b>
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> <li>• <i>Attach <b>authorization letter</b> and <b>agency agreement</b> from Principal ( from whom capital equipment is procured)</i></li> <li>• <i>Attach copy of declaration from Foreign Principal for <b>total guarantee/ warranty of indigenous supplies</b></i></li> </ul>
3.3	Year of establishment
3.4	Year of commencement of business
<b>4.0</b>	<b>Registration particulars</b>
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
<b>5.0</b>	<b>Organisational strength</b>
<b>6.0</b>	<b>Other particulars</b>
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
<b>9.0</b>	<b>Financial information</b>
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less )

## Annexure - III

### **Proforma for self-certification by Supplier for minimum local content on their letter head for tender value less than Rs 10 Crore**

"We \_\_\_\_\_ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified in the policy) for claiming Purchase Preference linked with Local Contents under the Govt. policy against tender no. \_\_\_\_\_."

## Annexure - IV

### **Proforma for self-certification by Supplier for Compliance to Clause No 20 (B)**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I certify that M/s.... (Name of firm) is **not from such a country/is from such a country** (delete whichever is NOT applicable) and has been duly registered with the Competent authority (delete if NOT applicable) . I hereby certify M/s ..... fulfills all requirements in this regard and is eligible to be considered . ( where applicable , valid registration by the competent authority shall be attached )

Sd/-

Authorised Signatory with Stamp