

Ref: RCNAPV2375

Scope of Supply

Sl.No	Material Code	Material Description	Spec No/Rev No	*Quantity (Nos)
10	964659630000	PACKING_API622_15.8X9.5X3.1	SPEC:CV:0010/00	2765
20	964659640000	PACKING_API622_17.4X11.1X3.2	SPEC:CV:0010/00	3725
30	964659650000	PACKING_API622_23.8X14.3X4.7	SPEC:CV:0010/00	818
40	964659670000	PACKING_API622_41.17X17.4X11.9	SPEC:CV:0010/00	1268
50	964659680000	PACKING_API622_44X28X8	SPEC:CV:0010/00	102
60	964659690000	PACKING_API622_45.2X28.58X8.3	SPEC:CV:0010/00	823
70	964659700000	PACKING_API622_55.4X27.15X14.1	SPEC:CV:0010/00	165
80	964659710000	PACKING_API622_56X36X10	SPEC:CV:0010/00	20
90	964659720000	PACKING_API622_57.9X38.1X9.9	SPEC:CV:0010/00	192
100	964659740000	PACKING_API622_73.8X50.8X11.5	SPEC:CV:0010/00	28
110	964659750000	PACKING_API622_81X55X13	SPEC:CV:0010/00	72
120	964659760000	PACKING_API622_87X62X12.5	SPEC:CV:0010/00	20
130	964659780000	PACKING_API622_19X11.1X6.4	SPEC:CV:0010/00	730
140	964659790000	PACKING_API622_19X12.7X6.4	SPEC:CV:0010/00	1164
150	964659810000	PACKING_API622_25.35X15.88X4.8	SPEC:CV:0010/00	1456
160	964659820000	PACKING_API622_32.4X14.45X6.8	SPEC:CV:0010/00	20
170	964659830000	PACKING_API622_32.5X19.05X6	SPEC:CV:0010/00	1500
180	964659840000	PACKING_API622_35.7X22.23X6	SPEC:CV:0010/00	696
190	964659850000	PACKING_API622_38.9X25.4X7	SPEC:CV:0010/00	306
200	964659870000	PACKING_API622_40X24X8.16	SPEC:CV:0010/00	18
210	964659890000	PACKING_API622_46X30X8	SPEC:CV:0010/00	20
220	964659900000	PACKING_API622_48X30X9	SPEC:CV:0010/00	20
230	964659910000	PACKING_API622_48.4X31.75X8	SPEC:CV:0010/00	852
240	964659920000	PACKING_API622_50X32X9	SPEC:CV:0010/00	20
250	964659930000	PACKING_API622_51.6X34.93X8	SPEC:CV:0010/00	264
260	964659940000	PACKING_API622_52X36X8.16	SPEC:CV:0010/00	72

270	964659950000	PACKING_API622_54X34X10	SPEC:CV:0010/00	84
280	964659960000	PACKING_API622_55X36X9.5	SPEC:CV:0010/00	114
290	964659980000	PACKING_API622_59X40X9.5	SPEC:CV:0010/00	20
300	964659990000	PACKING_API622_60X38X11	SPEC:CV:0010/00	20
310	964730010000	PACKING_API622_61.1X41.28X9	SPEC:CV:0010/00	144
320	964730020000	PACKING_API622_64X44X10.2	SPEC:CV:0010/00	48
330	964730040000	PACKING_API622_64.3X44.45X10	SPEC:CV:0010/00	20
340	964730050000	PACKING_API622_65X46X9.5	SPEC:CV:0010/00	20
350	964730060000	PACKING_API622_66X42X12	SPEC:CV:0010/00	20
360	964730070000	PACKING_API622_67X48X9.5	SPEC:CV:0010/00	306
370	964730080000	PACKING_API622_67.5X47.6X10	SPEC:CV:0010/00	112
380	964730090000	PACKING_API622_67.5X47.6X10	SPEC:CV:0010/00	112
390	964730100000	PACKING_API622_77X54X11	SPEC:CV:0010/00	14
400	964730110000	PACKING_API622_79X55X12	SPEC:CV:0010/00	7
410	964730120000	PACKING_API622_81X55X13	SPEC:CV:0010/00	20
420	964730130000	PACKING_API622_83.3X57.15X13	SPEC:CV:0010/00	21
430	964730140000	PACKING_API622_86.5X60.325X14	SPEC:CV:0010/00	20
440	964730150000	PACKING_API622_88X62X13	SPEC:CV:0010/00	20
450	964730160000	PACKING_API622_96X70X13	SPEC:CV:0010/00	144
460	964730170000	PACKING_API622_96X70X12	SPEC:CV:0010/00	20
470	964730180000	PACKING_API622_105.6X76.2X14.3	SPEC:CV:0010/00	42
480	964730210000	PACKING_API622_106X75X14.3	SPEC:CV:0010/00	14
490	964730220000	PACKING_API622_112X80X16	SPEC:CV:0010/00	18
500	964730230000	PACKING_API622_121.4X82.6X19	SPEC:CV:0010/00	88
510	964730240000	PACKING_API622_122X90X16	SPEC:CV:0010/00	20
520	964730250000	PACKING_API622_140X100X20	SPEC:CV:0010/00	20
530	964730260000	PACKING_API622_142X110X16	SPEC:CV:0010/00	20

*The quantities mentioned in the enquiry are indicative for the entire Rate contract period



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE
Trichy - 620 014, India

Ref: RCNAPV2375

Product: API 622 qualified Packing (fugitive emission)

Pre-Qualification Criteria

Packing offered by the bidders shall be API622 qualified and should be in successful operation in fugitive emission application as per API 624 for downstream oil and gas applications for a period not less than two years prior to March 2022.

Type-test certificate should not be older than five years from the date of enquiry.

Fugitive Emissions Certificate- API622, 3rd Edition and test report with leakage not exceeding 100 ppmv for static leakage with zero stem seal adjustments. Entire test report shall be submitted along with the offer.

Bidder should produce documents (including but not limited to, API 624 certificate indicating Packing identifiers like Model number & Manufacturers, end-user certificates for API 624 certified valves, proof of dispatch etc.) supporting the above requirement. These documents should be submitted along with the part-1 (techno-commercial) bid. Bidder shall also submit any additional documentation requested by BHEL during the course of the approval process.



365-147/B
31.08.16

BHEL – Tiruchirappalli – 620014,
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Valves Engineering and R&D

PURCHASE SPECIFICATION

DOC No: **SPEC:CV:0010** Rev: **00**

Effective Date: **01/09/2022**

Page: **1** of **4**

Product: API 622-3rd Edition qualified Packing for Fugitive Emission requirements

Revision Record:

Rev. No	Date	Details of Revision
00	01 September 2022	First Release

1.0 Scope:

The scope of this specification is for design, manufacture, testing, packing and dispatch of Packing for Fugitive Emission.

2.0 Technical data for Selection of Packing for Fugitive Emission:

1. Offered packing shall be as per API622, 3rd Edition & Fugitive Emissions Certificate – leakage does not exceed 100 ppmv for static leakage with zero stem seal adjustments. Entire test report shall be submitted along with the offer.
2. This type test must have been carried out at any **laboratory and witnessed by approved third party inspector for type test of fugitive emissions.**
3. Packing must be type-tested for fugitive emission for 1510 mechanical cycles with Five thermal cycles. Vendor must submit along with the offer a copy of the complete report and graph showing maximum leakage achieved during the test.
4. Gland Packing maybe be fully braided with single oblique cut.
5. Gland packing must fulfil all API 622, 3rd Edition criteria (i.e. lubricant content (PTFE), Ambient corrosion test, High temperature corrosion test, Packing weight loss, Density, Leachables).
6. Testing media shall be Methane with minimum 97% purity.
7. To avoid the galvanic corrosion , braided packing shall have active inhibitor (Zinc wire).
8. Gland Tightening torque shall be provided by the packing manufacturer.
9. Offered Packing shall be suitable for the details mentioned in Table-1. If any modifications and/or other design criteria need to be considered by the valve manufacturer to qualify the valve with the offered packing, the same shall be provided by the packing manufacturer.



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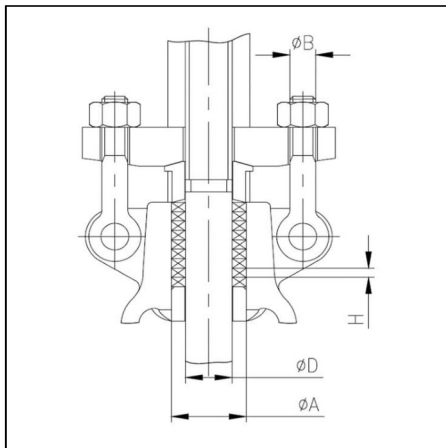
PURCHASE SPECIFICATION

DOC No: **SPEC:CV:0010** Rev: **00**

Effective Date: **01/09/2022**

Page: **2** of **4**

Product: API 622-3rd Edition qualified Packing for Fugitive Emission requirements



- ØA - Stuffing Box Internal Diameter
ØB - Eye Bolt Diameter
ØD - Stem Outer Diameter
H - Packing Height

Figure:1

Table-1: Details of Valves and stuffing boxes

Material Code	Ø Nominal	Class	No. of Rings	Packing Size, H (mm)	Stuffing Box, ØA (mm)	Stem, ØD (mm)	Eye Bolts, ØB (mm)
964659630000	0.75	800	7	3.2	15.82	9.52	7.9375
964659640000	0.75	800	6	3.2	17.4	11.1	7.9375
964659780000	1	800	8	4	19	11.1	7.9375
964659790000	1	800	8	3.2	19	12.7	7.9375
964659650000	1.5	800	6	4.8	23.75	14.28	9.525
964659810000	2	600	8	4.8	25.35	15.88	9.525
964659830000	2.5	150	6	6.7	32.5	19.05	12.7
964659820000	0.5	1500	3	9.1	32.54	14.275	12.7
964659840000	2.5	300	6	6.7	35.7	22.225	12.7
964659850000	4	150	6	6.8	38.9	25.4	15.875
	3	600	6	6.8	38.9	25.4	12.7
964659870000	2	300	6	8.0	40	24	12
964659670000	0.75	1500	4	12	41.27	17.221	15.875
964659680000	4	300	6	8	44	28	12.7
964659690000	4	600	6	8.3	45.2	28.6	12.7
964659890000	2.5	1500	7	8	46	30	16
964659900000	2.5	1500	6	9	48	30	16
964659910000	5	300	6	8.3	48.4	31.75	15.875
964659920000	2.5	1500	7	9	50	32	16
964659930000	10	150	6	8.3	51.6	34.92	15.875



365-147/B
31.08.16

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PURCHASE SPECIFICATION

DOC No: **SPEC:CV:0010** Rev: **00**

Effective Date: **01/09/2022**

Page: **3** of **4**

Product: API 622-3rd Edition qualified Packing for Fugitive Emission requirements

Material Code	Ø Nominal	Class	No. of Rings	Packing Size, H (mm)	Stuffing Box, ØA (mm)	Stem, ØD (mm)	Eye Bolts, ØB (mm)
964659940000	5	300	6	8	52	36	12
964659950000	3	1500	7	10	54	34	16
964659960000	6	1500	6	9.5	55	36	16
964659700000	1.5	1500	4	14.3	55.5	26.975	22.225
964659720000	12	150	8	9.9	57.9	38.1	15.875
964659980000	10	900	6	9.5	59	40	16
964659990000	5	1500	6	11	60	38	22
	8	900	6	11	60	38	16
964730010000	10	300	6	10	61.1	41.275	15.875
964730020000	8	300	6	10.2	64	44	16
964730040000	14	300	7	10	64.3	44.45	15.875
964730050000	5	1500	7	9.5	65	46	22
964659710000	4	1500	6	12	66	42	20
964730060000	4	1500	7	12	66	42	20
964730070000	10	1500	6	9.5	67	48	16
964730080000	10	600	7	10	67.5	47.6	19.05
964730090000	16	300	7	10	67.5	47.625	15.875
964659740000	20	150	7	11.5	73.8	50.8	15.875
	12	600	7	11.5	73.8	50.8	19.05
964730100000	20	300	7	11.5	77	53.975	19.05
964730110000	10	300	7	12	79	55	20
964659750000	12	1500	6	13	81	55	20
964730120000	6	1500	7	13	81	55	24
964730130000	24	150	7	13	83.3	57.15	15.875
964730140000	22	300	6	13	86.5	60.325	22.225
964659760000	12	300	7	12.5	87	62	20
964730150000	14	1500	6	13	88	62	20
964730160000	16	1500	6	13	96	70	22
964730170000	16	300	7	13	96	70	24
964730180000	32	150	7	14.7	105.6	76.2	25.4
964730210000	14	600	7	15.5	106	75	24
	16	600	7	15.5	106	75	30
964730220000	18	1500	6	16	112	80	24
964730230000	36	150	11	19.4	121.4	82.55	25.4
964730240000	28	600	7	16	122	90	30
964730250000	32	600	7	20	140	100	42
964730260000	38	600	7	16	142	110	42

No. of eyebolts-2, Eyebolt Material -A193 Gr. B7.



365-147/B
31.08.16

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PURCHASE SPECIFICATION

DOC No: **SPEC:CV:0010** Rev: **00**

Effective Date: **01/09/2022**

Page: **4 of 4**


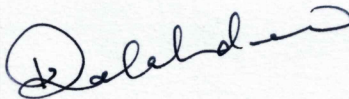
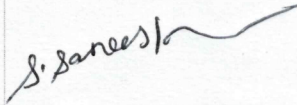
Product: API 622-3rd Edition qualified Packing for Fugitive Emission requirements

3.0 Documentation

Fugitive Emissions Certificate- API622, 3rd Edition shall be provided for the technical data mentioned above.

4.0 Packing & Dispatch

Each set of packing rings shall be suitably packed to protect against damage during transit and storage. Each pack shall contain details of the packing rings like material code, Type, size and supplier name

Signature			
Name	Mukesh Kumar	K Jalaludeen	S Sathees Kumar
Designation	Dy Manager	Dy Manager	Manager
Date	01 September 2022	01 September 2022	01 September 2022
Action	Prepared By	Checked By	Reviewed By



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014. India

CONFIRMATION TO TERMS AND CONDITIONS

Enquiry Reference: **RCNAPV2375**

<u>TERMS & CONDITION</u>	<u>VENDOR CONFIRMATION</u>
a. Vendor Quotation Ref No and Date	
b. Rate Contract: This is an enquiry for the finalization of a Rate Contract (RC) for a period as mentioned in 'Validity of offer' below The quantities mentioned in the enquiry are indicative for the entire RC period. Purchase Orders will NOT be issued for the entire quantum in one lot, whereas POs will be released on a time to time basis during the RC period, based on actual requirement.	
c. Pre-Qualification Criteria Vendor to furnish documents requested in Pre-Qualification Criteria	
d. Vendor should give confirmation to BHEL's Technical Specification. To fulfil this criteria vendor shall submit the specification duly sealed and signed. Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation vendor should indicate "No Deviation" .	
e. The offer has to be submitted as a Two-part bid (Techno-commercial & Price bid)	
f. The tender will be finalized on item wise basis	
g. Terms of Payment: <u>Indigenous Supplier (Non-MSME):</u> 100% direct EFT Payment on 90th day from the date of receipt and acceptance of materials at BHEL stores / against site acknowledgement. <u>Indigenous Supplier (Medium Enterprise):</u> 100% direct EFT Payment on 60th day from the date of receipt and acceptance of materials at BHEL stores / against site acknowledgement. <u>Indigenous Supplier (MSE):</u> Payment will be as per MSMED Act, 2006 i.e 100% direct EFT Payment on 45th day from the date of receipt and acceptance of materials at BHEL stores / against site acknowledgement. Suppliers quoting for MSME payment must produce Udyam registration certificate in part 1 bid documents.	
h. Liquidated Damage: Liquidated damages shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.	
a. Delivery Terms: Prices shall be quoted on "FIRM PRICE" basis only. <u>For Indigenous Supplies:</u> FOR BHEL Trichy	
b. Validity of Offer: Prices should be valid for 23 months from the date of finalisation of the rate contract or 24 months from the date of part-1 bid opening , whichever is earlier.	



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VALVES PURCHASE

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CONFIRMATION TO TERMS AND CONDITIONS

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<u>TERMS & CONDITION</u>	<u>VENDOR CONFIRMATION</u>
c. Delivery period: Delivery period should be 6 weeks from the date of purchase order. If supplier offers more than the required delivery period BHEL will operate 0.5% loading factor for evaluation of their offer for every week delay subject to a maximum of 2% . Any other delivery period after loading to maximum will be rejected.	
d. Risk Purchase: Risk purchase penalties as per clause 5 of general terms and conditions is applicable for this enquiry. Non acceptance to risk purchase clause the offer is liable for rejection.	
e. Guarantee Clause: The vendor shall give a guarantee for the performance of his supplies for a period of eighteen months from the date of dispatch or twelve months from the date of commissioning whichever is earlier. Any warranty replacement during warranty period shall be supplied free of charge on FOR Site basis/destination specified by BHEL	
f. Performance Bank Guarantee: Performance Bank Guarantee is not applicable for this enquiry	
g. Counter-offering Counter-offering is not applicable for this enquiry	
h. Integrity Pact Integrity pact is not applicable for this enquiry	

Name:

Seal and Signature of authorised signatory



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: **RCNAPV2375**

1. QUOTATIONS:

- a. **BID system:** The no. of bids to be submitted is mentioned in "Confirmation to the Terms and Conditions" attached.
 - i. **Two part bid:** The offers are invited in Two part bid system (Part I will be Techno-commercial bid and part II will be Price Bid). Techno-commercially suitable vendors alone will be intimated for price bid opening.
 - b. **Submission of offer:**
 - i. **Offer called through e-Procurement mode:** The bidder shall submit the bid online in BHEL e-Procurement portal at <https://eprocurebhel.co.in/>
- The bidder would be required to register on the above e-procurement portal for submitting their bids. Offers through email and hardcopy are not acceptable.
- c. **Regulations:** Offers should be free from correction and erasures. Corrections if any must be attested. All amounts shall be indicated both in words as well as figures. In case of a difference between the amount quoted in words and figures, the amount quoted in words shall prevail.
 - d. **PVC:** Price Variation clause not acceptable. Prices should be firm.
 - e. **Catalogue:** Manufacturer's name, Trade Mark or Patent No. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation.
 - f. **Samples:** Samples should be submitted separately, if specially requested in tender, before the due date of the enquiry. They should be clearly marked with the enquiry reference and date on the enclosing cover to facilitate identification.
 - g. **GST Number:** GST registration number, HSN number (Item wise) with applicable taxes should be mentioned in the offer. If the vendor is not GST registered the offer is liable for rejection.
 - h. **Deviation.** Any deviations from the specification are to be furnished separately as "Schedule of Deviation". If there is no deviation, vendor should indicate "No Deviation" in the offer.
 - i. **Confirmation:** Confirmation for compliance is to be given in the offer for all the techno commercial conditions specified in the tender.

2. COMMERCIAL TERMS & CONDITIONS:

a. Terms of Payment:

Indigenous Supplier (Non-MSME): 100% direct EFT Payment on 90th day from the date of receipt and acceptance of materials at BHEL stores / against site acknowledgement.

Indigenous Supplier (Medium Enterprise): 100% direct EFT Payment on 60th day from the date of receipt and acceptance of materials at BHEL stores / against site acknowledgement.

Indigenous Supplier (MSE): Payment will be as per MSMED Act, 2006 i.e 100% direct EFT Payment on 45th day from the date of receipt and acceptance of materials at BHEL stores / against site acknowledgement.

Suppliers quoting for MSME payment must produce Udyam registration certificate in part 1 bid documents.

Any deviation in the above payment terms, any other conditions in payment terms or any other payment terms will not be accepted and offers will not be considered.

- b. **Liquidated Damage:** Liquidated damages shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.
- c. Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value)

Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers. Hence applicable GST shall also be recoverable from suppliers on LD amount. Debit note will be issued by BHEL for this amount, indicating the respective supply invoice number.
- d. **Delivery Terms:**

For Indigenous Suppliers: FOR BHEL Trichy inclusive of freight and insurance
For Foreign Suppliers: CFR/CIF Chennai seaport as per Incoterms 2010.



BHARAT HEAVY ELECTRICALS LTD

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GENERAL TERMS AND CONDITIONS

Enquiry Reference: **RCNAPV2375**

- e. **Validity of Offer:** Prices should be fixed and should be valid for period as mentioned in the "Confirmation to the Terms and Conditions" attached.
- f. **Delivery period:** Delivery schedule will be as mentioned in the "Confirmation to the Terms and Conditions" attached.
- g. **Guarantee period:** The vendor shall give a guarantee for the performance of his supplies for a period of **eighteen months** from the date of dispatch or **twelve months** from the date of commissioning whichever is earlier.
- h. **Miscellaneous:** Any conditions which might have been quoted by the seller and are in contravention to the terms of PO and which have not been specifically accepted by Purchaser will not be applicable to the contract/PO.
- i. **Performance Bank Guarantee:** If tender calls for Performance Bank Guarantee, vendor should provide a performance bank guarantee (PBG) in BHEL format for 10% of the total Purchase order value valid for warranty/guarantee period with an additional claim period of 2 months. PBG should be issued from list of consortium banks.

3. COMPLIANCE / ACCEPTANCE REQUIRED FOR FOLLOWING POINTS TO ENSURE INPUT TAX CREDIT

- a. Response to Tenders for Indigenous supplier/Vendor will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the Vendor is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Vendor under composition scheme should declare that he is a composition Vendor supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- b. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- c. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - i. Vendor declaring such invoice in Form GST ANX-1
 - ii. Receipt of Goods or Services and Tax invoice by BHEL
- d. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- e. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoice raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- f. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- g. All documents like Test Certificate, LR copy, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- h. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier 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, within the calendar month informed by BHEL.
- i. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.



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VALVES PURCHASE

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GENERAL TERMS AND CONDITIONS

Enquiry Reference: **RCNAPV2375**

- j. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this, debit note will be issued by BHEL indicating the respective supply invoice number.
- k. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- l. Duplicate copy of the Invoice meant for the transporter should accompany the material as stipulated under CE Rules 52A and 172C OR 57CE.
- m. TDS on GST shall be applicable as per the GST Act.
- n. In case GST credit is denied to BHEL due to non-receipt or 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, GST amount claimed in the invoice shall be disallowed to the vendor.
- o. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- p. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

4. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE):

- a. 25% of the tendered quantity is earmarked for MSE suppliers in this tender.
- b. If L1 vendor (or) Counter offer accepted vendor/s is from a Micro / Small enterprise which put together covers 25% of the total tendered quantum, the 25% earmarking provision is not applicable.
- c. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
- d. 3% reservation for women owned MSEs within the above mentioned 25% reservation. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by women entrepreneurs shall be met with other MSE enterprise/s. The definition for MSEs owned by Women Entrepreneurs is clarified as:
 - i. In case of proprietary MSE, proprietor shall be woman.
 - ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
 - iii. In case of private limited companies, at least 51% share shall be held by the women promoters.
- e. In case MSE vendor participating in the tender quotes within the price band of L1 +15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately, provided the available quantum can be split.
- f. In a tender where both MSE and Non-MSE Vendors have participated and non-MSE Vendor has become the lowest bidder and the quantum envisaged in the tender cannot be split, then the MSE vendor will be given preference for ordering the available quantum provided the MSE vendor quoted price is within L1 + 15%, and if the MSE vendor accepts the L1 rate.
- g. MSE suppliers can avail the intended benefits only if,
The vendor submits along with offer, a copy of the Udyog Aadhar and a certificate, as per the format in Annexure-A, issued by a chartered accountant during the financial year of the date of part-1 bid opening, certifying that the quantum of investment in plant and machinery is within the permissible limit as per the act for relevant status (Micro or small).

(or)

The vendor submits along with offer, a copy of the Udyam Registration Certificate.

(or)

The vendor has already submitted the above documents for the financial year of the date of part-1 bid opening and the MSE status has been updated in BHEL Trichy's records.

Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

- h. Definitions of MSEs owned by SC/ST is under:



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: **RCNAPV2375**

- i. In case of proprietorship firm, proprietor must be SC/ST.
 - ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
 - iv. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- i. Authorized to Issue SC/ST certificate:
- i. District Magistrate/Additional District Magistrate/Collector/Deputy commissioner/Additional Deputy Commissioner/Deputy collector/1st class stipendiary magistrate/Sub divisional Magistrate/Taluka Magistrate/Executive magistrate/Extra Assistant commissioner.
 - ii. Chief Presidency magistrate/Additional chief presidency magistrate/Presidency magistrate.
 - iii. Revenue Officer not below the rank of tehsildar.
 - iv. Sub-Divisional officer of the area where the individual and / or his family normally resides.
- j. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
- k. Payment for MSE vendors will be as per MSMED Act, 2006.

5. RISK PURCHASE PENALTIES

- a. In case of delay in delivery beyond PO delivery /mutually agreed delivery, or vendor fails /refuses to complete the PO as per terms, or insufficient facilities at vendor's works to execute a PO, BHEL has the right to get the items ordered elsewhere at the risk and cost of the vendor with notice to the vendor and the additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulted vendor. Also, in such case of withdrawal of orders, BHEL shall recover the additional expenditure / difference from vendor by adjusting against amount due to vendor and/or by invoking the BG and/or by any other suitable means as decided by BHEL. In addition, BHEL may recover from the defaulter vendor any loss to BHEL arising due to withdrawal of orders in such case, and action shall be taken as per latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors.
- b. BHEL has the right to divert/cancel the order if the vendor has not procured minimum 50% of the quantity of raw materials within 60 days from PO date. Purchase order placed on steel mills and with proper payment voucher/proof will be considered for not cancelling the PO by BHEL. The submission of data by vendor for DB clearance by BHEL/QC shall be the proof of procurement. This is to avoid delay in project schedule due to delay in raw material procurement by vendors. In case the vendor fails to procure at least 50% of the quantity of raw materials within 60 days from PO date, BHEL has the right to get the items ordered elsewhere at the risk and cost of the defaulting Vendor and the additional expenditure / difference in cost, if any, including consequential cost shall be recovered from the defaulting Vendor and action shall be taken as per latest revision of BHEL Guidelines for Suspension of Business dealings with Suppliers / Contractors and SEARP.
- c. The defaulted vendor shall be liable for any loss, which BHEL may sustain by reason of such risk purchases in addition to liquidated damages as mentioned under LD clause.
- d. Vendors pending payments shall be withheld to cover the liabilities of BHEL towards risk purchase, if any.
- e. Reasons like power cut, labour issues, machine break down, etc. which are controllable by the sub-contractor shall not be accepted as reason for delay for delivery extension purposes.
- f. If PO delivery needs to be extended for reason attributable to BHEL, vendor may request BHEL in writing for delivery extension with justifications within 15 days from date of PO closure and before invoice.
- g. Process of calculating the risk and cost amount is as follows:
Risk & Cost Amount= $[(A-B) + (A \times H/100)]$
Where,
A= Value of Balance scope of Work/ Supply (*) as per rates of new contract
B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.
H = Overhead Factor to be taken as 5
In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).
*(Balance scope of work/ supply)



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: **RCNAPV2375**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

- h. Vendors are cautioned that, withdrawal after price bid opening or after contract signing or PO/LOI acceptance will be construed as tampering with BHEL's tender process. Suitable action for suspension of further business with the vendor may be taken as per BHEL corporate procedures.
- i. Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/vender.php (Guidelines for suspension of business dealings with suppliers/ contractors).

6. GENERAL CONDITIONS

- a. The manner of finalization will be as mentioned in the "Confirmation to the Terms and Conditions" attached. Separate orders will be released for each project and documents should be supplied for each order separately.
- b. BHEL reserves the right to reduce the tender quantity and to NOT to order for some or all material based on the changes in project.
- c. BHEL shall have the right to visit vendor works during the execution of contract along with end customer for verifying status, inspection and testing of the material.
- d. BHEL reserves the right to negotiate or re-float the tender in case the quoted prices are not acceptable.
- e. Supplier shall arrange packing to avoid lose or damages during Road Transport, Site handling & Storage.
- f. BHEL reserves the right to reject the offer of a particular bidder due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.
- g. The Drawings and Technical documents given in this enquiry are the sole property of BHEL. This should not be misused in any form.
- h. Purchase Order, PO Item serial number, Material code, Quantity should be clearly marked on the packing
- i. Confirmation for compliance is to be given in the offer for all the conditions specified above and to the respective Purchase Specification.
- j. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy (refer www.bhel.com) and shall immediately bring to the notice of the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
- k. 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/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of preference and/or local content in respect of this procurement, the same shall be applicable.

7. DOCUMENTATION:

- a. **With Consignment:** Duplicate for transporter copy, Original Invoice, Packing List, Delivery Challan, O&M manual (if applicable) Material Test Certificate, Test Certificates, Compliance Certificate, Guarantee/Warranty Certificate and other documents mentioned in PO/TDC/Drawing.
- b. **To Purchase:**
 - i. **FOR BHEL TRICHY case-** Original Invoice, Duplicate for transporter copy, Packing list, LWB and Delivery challan, GST declaration as mentioned in point 3c.



BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: **RCNAPV2375**

- ii. FOR Site case- Original Invoice, Original LWB, Original Packing List, Original IBR documents, Original despatch clearance Certificate and Inspection report, Test certificates as per PO, Original Site Acknowledgment etc.
- c. **Identification:** Material code, Purchase Order, PO item serial number, Unique serial number if any should be provided in all despatch documents, materials and packing clearly.

8. **TENDER EVALUATION:**

a. **Techno-commercial Bid.**

- i. All vendors should submit General arrangement drawing, datasheet and C&I diagram (if any) of the offered product
- ii. Point by point technical confirmation of all pages of our technical specifications and commercial conditions are required with your sign and seal along with techno commercial offer.
- iii. Offers from supplier not having technical capability or not agreed for commercial terms, will be rejected.

b. **Price Bid.**

- i. Bidders qualified for part I will be intimated for participating in priced bid opening.
- ii. L1 bidder will be decided based on landed cost for the equipment to BHEL.

Indigenous Vendors

Total Landed cost/rate for each item = FOR Rate in INR (A) + Applicable Taxes (B) + Loading non-acceptance of commercial terms (C) – Applicable input tax credit (D)

A - Indigenous vendors submit offers on Free on Road (FOR), Stores, HPBP BHEL Trichy in INR.

B - Applicable GST and any other charges quoted by indigenous vendors will be added to the base price.

C - Loading for non-acceptance of payment terms, delivery schedule & liquidated damages (LD) will be added to the F.O.R. value for arriving the landed rate.

D - However, input tax credit shall be availed for GST, hence the same is excluded for arriving at the landed cost.

Foreign Vendors

Total Landed cost = CFR Rate in INR (A) + Applicable Duties (B) + Incidental Charges (C) + Loading for Container Shipment (D) + Loading for non-acceptance of commercial terms (E)

A - Foreign vendors to submit offers on CFR (Cost & Freight), Chennai port (LILLO – Liner In; Liner Out) basis per item wise in foreign currency, which will be converted to INR by multiplying with the Exchange rate (SBI TT Selling rate) as on the technical bid opening date. If the date of opening happens to be a bank holiday, then the forex rate as on previous bank (SBI) working day shall be taken.

B - Customs duty, Safe guard duty (as per the notification No 02/2014-Customs (SG) dated 13th August 2014) and antidumping duty (as per the notification No 18/2016-Customs (ADD) dated 17.05.2016) as if applicable will be added to the INR price.

C - Incidental charges will be added to the CFR Value. The incidental charge is inclusive of port handling charges, & freight charges for movement from Chennai port to BHEL, Trichy.

D - In case of shipment through containers, if 14 free days for Container detention is not provided in the offer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total Landed Cost.

E - Loading for non-acceptance of payment terms, delivery schedule & Liquidated Damages (LD) will be added to the CFR value for arriving at the landed cost.

iii. In case of tie for the L1 positions,

- a. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders.
- b. 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(s) or their representative(s).
- c. Ranking will be done accordingly, BHEL's decision in such situation shall be final and binding.

Note:

All clarifications / issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below



Maharatna Company

BHARAT HEAVY ELECTRICALS LTD

VALVES PURCHASE

Trichy - 620 014, India

GENERAL TERMS AND CONDITIONS

Enquiry Reference: **RCNAPV2375**

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Declaration

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we, (supplier name) are local supplier meeting requirement of minimum local content (---%) defined in as above orders for the following Enquiry SI Nos of BHEL Enquiry No **RCNAPV2375**

- Mention Enquiry SI Nos –

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

.....

.....

By issuing this declaration, we understand and are in acceptance to the following-

- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- In case of debarment by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 we shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted.
- We undertake the onus of responsibility of submission of appropriately certified documents. We understand that BHEL is not at liability to verify the contents and will not be responsible for the declaration made by us. However, in case BHEL has any reason to doubt the authenticity of the local content, BHEL reserves the right to obtain the complete back up calculations before award of contract and we are liable to submit the same if requested by BHEL. We also understand that our bid is liable for rejection in case we fail to submit the details as requested by BHEL.