

**OF THE ADDITIONAL GENERAL MANAGER (PPX-BOI)**  
**BHARAT HEAVY ELECTRICALS LIMITED , Heavy Electrical Equipment Plant**  
Ranipur, Haridwar – 249 403 (UA), India



**Tender Enquiry No. B/4066/2015/4818/V1 for the requirement of HP Relief Valve with spares**

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

**LIST OF ENCLOSURES**

<b><u>Commercial Documents</u></b>		
	<b><u>Document No.</u></b>	<b><u>Number of pages</u></b>
1.	ENQ. NUMBER <u>B/4066/2015/4818/V1</u>	03
2.	INSTRUCTION TO BIDDERS	03
3.	PRE-QUALIFICATION REQUIREMENT/ Annexure -A	01
4.	SPECIAL REQUIREMENTS / Annexure B	01
5.	SUPPLIER REGISTRATION FORM (for foreign supplier)	04
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8.	CERTIFICATE BY CHARTED ACCOUNTANT FOR MSE SUPPLIERS ONLY	01
9.	SPECIAL CONDITIONS OF TENDER ENQUIRY (foreign supplier)	05
10.	SPECIAL CONDITIONS OF TENDER ENQUIRY (Indian supplier)	04
11.	GENERAL INSTRUCTIONS & STANDARD TERMS & CONDITIONS (GISTC) FOR FOREIGN SUPPLIER	08
12.	GENERAL INSTRUCTIONS & STANDARD TERMS & CONDITIONS (GISTC) FOR INDIGINOUS SUPPLIER	08
	<b>TOTAL PAGES</b>	<b>58</b>

<b><u>Technical Documents</u></b>		
	<b><u>Document No.</u></b>	<b><u>Number of pages</u></b>
1.	DOC NO 413137U2005	16
2.	VALVE TAG NO LBC41AA051	1
3.	Quality plan QA/BI/QP/116 rev 00	2
	<b>TOTAL PAGES</b>	<b>19</b>

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Ref: BOI/OT/16-17/01

Date : 09.04.2016

**OPEN TENDER**

1. Sealed tenders with the Tender No. and opening date clearly super scribed on the cover are invited for the supply of the following items.

Sl. No.	Tender No.	Item Description	Total Requirement	Last date to get from BHEL	Opening date
1.	B/4066/2015/4818V/1	HP RELIEF VALVE WITH SPARES	2 Nos.	06/05/2016	07/05/2016

1. Tenders will be received up to 1345 Hrs. (IST) on opening date and opened on the same day at 1400 Hrs. (IST) in the Tender Room.

Tender Fee: NIL (Tender documents may be downloaded from below mentioned websites)  
EMD: Rs.60,000/- (Rs. Sixty Thousand Rupees or equivalent foreign currency)

2. Interested suppliers must submit their offer along with the following Tender Fee & Earnest Money Deposit (EMD).
- The EMD of Rs.60,000/- should be submitted in the form of demand draft / Pay Order/ cash (as permissible under income tax act). **In case of foreign bidders, E- payment is also acceptable. The RTGS details may be obtained from BHEL.**
  - The vendors who are already registered in PMD (product Material Directory) of BHEL, HEEP Haridwar for supply of this item are exempted from submission of EMD.
  - All Central/State – PSUs/ Government Departments & MSE suppliers are exempted from submission of EMD.

Drafts shall be **drawn in favor of "BHEL Hardwar"**.

3. BHEL will not be responsible for any type of postal delay / incomplete information from vendor.

4. Other term and conditions will be as per tender documents.

- 5.. The offer of the vendors who are banned/ De-Listed/ Under Hold by BHEL, shall not be considered till the period of their Ban/ De-list/ Hold.

For any further details please log on to [www.bhel.com](http://www.bhel.com) or [www.tenders.gov.in](http://www.tenders.gov.in) or [www.bhelhwr.co.in](http://www.bhelhwr.co.in)

(Sudarshan Ram)  
AGM (PPX-BOI)



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BHEL Enquiry No. : B/4066/2015/4818V/1

Date of issue : 09.04.2016

Due Date/ opening Date: 07.05.2016

M/s.....

Sub: Tender Enquiry No. B/4066/2015/4818V/1

Dear Sir,

BHEL is pleased to invite your offer in TWO PARTS strictly as per enclosed terms and conditions and instruction to bidders, in sealed covers for the under mentioned equipment / systems.

Sl. No.	Material Code	Total Requirement/ Project	Item Description	Delivery Required	EMD (Earnest Money Deposit)
1.	<b>Material Code : W90313137927</b>	02 Nos Project break up is given below :  Wanakbori : 01 No Kothagudem: 01 No	HP Relief Valve as per document no 413137U2005 & Valve Tag no LBC41AA051	<b>Wanakbori project- 30/04/2017</b> <b>Kothagudem project- 02/02/2017</b>	Rs.60,000/- (Sixty Thousand rupees or equivalent foreign currency)
2.	<b>Material Code : W99318102089</b>	01 No  Project : Kothagudem	Solenoid Valve for HP Relief Valve as per DRG No-41810221002	<b>Kothagudem spares : 31/12/2017</b>	
3.	<b>Material Code : W93318102016</b>	02 Nos  Wanakbori : 01 No Kothagudem: 01 No	Limit Switch as per drg no 41810221002	<b>Kothagudem spares : 31/12/2017</b> <b>Wanakbori spares : 30/04/2017</b>	

Please submit your lowest quotation / offer for the above requirement subject to our terms and conditions. Your offer should reach us on or before the due date by 1.45 PM.

**NOTE: The vendor should submit their best price at this stage itself and they will not be allowed to revise the price. Any revision / discount given by vendor subsequently will be ignored.**

Any clarification on technical specifications can be obtained from BHEL before tender opening. Suppliers are welcome to have pre-bid meeting with BHEL engineers for better understanding our requirements

Part-1 bid shall be opened of those vendors **ONLY AFTER ENSURING AVAILABILITY OF EMD AND TENDER FEE (PLEASE SUBMIT SEPARATE DRAFTS FOR EMD AND TENDER FEE {drawn in favor of BHEL Hardwar} IN ANOTHER ENVELOPE SUPERSCRIBED WITH BOLD LETTERS "EMD & TENDER FEE")** at 2 PM on the due date in the presence of authorized representatives of the bidders who may like to be present. The authorized representative should bring authority letter from their principals for attending the bid opening.



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Please note:

- All Central/State – PSUs/ Government Departments & MSE suppliers are exempted from submission of EMD.
- The vendors who are already registered in PMD (product Material Directory) of BHEL, HEEP Haridwar for supply of this item are exempted from submission of EMD.

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

**Based on above clause, the credentials of all MSE Suppliers will be reviewed for giving the intended benefits for MSE suppliers at the time of tender evaluation.**

**KINDLY READ “INSTRUCTIONS TO BIDDERS” THOROUGHLY. QUOTATION NOT IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.**

For & ON BEHALF OF BHEL, HARDWAR

**AGM (PPX/BOI)**



**INSTRUCTION TO BIDDERS**

**Clause 1.0 :**

The tenders shall be submitted in two parts (Part I consisting of Techno -Commercial Bid, Supplier Registration Form & Pre-Qualification Requirement and Part II Price Bid) as described below on or before the due date.

- **The Quotation should be from the Principal / Original Manufacturer, even if it is submitted through their authorized agents, failing which the quotation is likely to be ignored.**
- Any corrections / amendments shall be properly & fully authenticated with signature.

BHEL will deal directly with the manufacturer and no correspondence with the agents will be entertained. The agents will not be permitted to visit / interact with BHEL on behalf of their principals. Subsequently also, no correspondence of any type will be made with any agents (all individuals / companies – representative / adviser / retainer ship basis or claimed to be part time employees for many OEMs / claiming to be channel or business partner for BHEL work / stockist not registered specifically etc. are agents). Communications with only those agents who have submitted agency agreement with their respective principal may be done.

The bidders (originals manufacturers) will have to submit ink-signed offer / bid in original directly to BHEL. In case the bid is submitted by fax / email, the bidders shall simultaneously ensure submission of ink-signed original bid to BHEL also in the manner prescribed in this tender. However, in case of e-tender ink signed offer is not required.

The suppliers or their authorized person may be allowed to attend the tender opening, duly authorized by their principals, through a specific letter for a particular enquiry for specific price bid opening on that particular day. General authorization letter is not acceptable.

**Clause 1.1 :**

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

- a) Pre-Qualification Requirement (as defined in Annexure-A)
- b) Complete Technical offer with relevant drawings/ documents /QP etc. (as **Per Special Instructions mentioned in Annexure-B**).
- c) Catalogue of the Equipment (If applicable)
- d) Duly Filled in "Terms & Conditions of the Two Part Tender" (as per Annexure-C).
- e) Deviation with reference to specification to be laid down on separate sheet.

Cost of deviation is to be submitted along with the price bid essentially, in case vendor withdraws the deviation clauses the same will be considered for final evaluation.

- f) Replica of Price Bid/ Price sheet (without Prices).
- g) The rating of the company quoting for this tender from a third party (independent agency) preferably by DUN & BRADSTREET should be submitted (D&B NUMBER). **Compliance of this clause is mandatory in case of foreign supplier, Indigenous suppliers to submit the copy of balance sheets for last three years in absence of D&B / third agency report.**
- h) **Supplier Registration Form:** The Supplier Registration Form (SRF) duly filled will be assessed for manufacturing capability, quality systems being followed, organizational soundness and financial worthiness. The SRF is enclosed for your reference. This form may also be downloaded from [www.bhelhwr.co.in](http://www.bhelhwr.co.in) or [www.bhel.com](http://www.bhel.com)

**Note:**

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



**BHARAT HEAVY ELECTRICALS LIMITED**

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**Clause 1.2:** PART-II (PRICE BID)

The price Bid (with prices) for the complete scope as specified above shall be submitted

a) Foreign Suppliers : Dispatching Port & Country of dispatch is to be mentioned clearly. The Prices are to be quoted on both FOB & CFR Mumbai basis. The offer of the bidder not quoting CFR (Mumbai) Charges will be loaded by the maximum freight, packing & forwarding charges quoted by any other bidder from the same or nearby port, against the enquiry/freight rate available with BHEL.

b) Indigenous suppliers: The Prices are to be quoted on Ex-Works with freight pre-paid up to destination basis. The goods can be dispatched through any Bank approved Transporter having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are hosted on our website [www.bhelhwr.co.in](http://www.bhelhwr.co.in) . The offer of the bidder not quoting on Freight Pre-paid up to destination basis will be loaded by maximum freight, packing & forwarding charges quoted by any other vendor from the same or nearby station, against the enquiry / freight rate available with BHEL.

c) Transit Insurance shall be taken care of by BHEL.

d) Applicable Sales Tax, Excise Duty, Service Tax, educational cess and any other statutory levy should be indicated separately and clearly in the quotation, else it will be concluded that the offer is inclusive of all taxes & duties.

e) The price comparison will be on the basis of total cost involved for delivery up to final project site. Import Offers shall be loaded for applicable custom duties for the project & freight element/ other charges involved for delivery up to Project Site as per BHEL's transport contract.

f) The Part-II (Price Bid) along with supplementary price bid (if called for by BHEL) will be opened at a later date of only those bidders whose Part-1 bid (Techno-Commercial Offer) is found suitable by BHEL/ End-Customer. **BHEL reserves the right to evaluate vendors process capability / quality systems etc by visiting vendor works (if required)**

**Clause 1.3 :**

The following shall be super-scribed on the envelopes:

1. PART-I (a): Documents required in pre-Qualification Requirement (as defined in Annexure-A) shall be submitted in this part.

Superscription on envelop:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. "PRE-QUALIFICATION REQUIREMENT"

2. PART-I (b):

The following shall be submitted in this part:

- Complete Technical offer with relevant drawings/ documents /QP (As defined in Annexure B)
- Catalogue (if required)
- Deviation sheet (if there is any deviation with respect to our specification)
- Replica of price bid/ Price sheet (without mentioning the actual prices)
- Terms and conditions of two part tender (foreign or indigenous, whichever applicable)
- Supplier Registration form with relevant supporting document including " D & B" report / balance sheet etc. manufacturing details, quality procedures, testing and certification followed etc.
- **Note:** Vendors who are already registered at BHEL, Haridwar in the PMD for this item are exempted for submitting the Supplier Registration Form.



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Superscription on envelop:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. "TECHNO-COMMERCIAL BID"

3. PART-I (c): EMD shall be submitted in this part (Not Applicable for MSE suppliers, Govt/PSU deptt & Suppliers already registered with BHEL Haridwar for supply this item.

Superscription on envelop:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. "EMD & TENDER FEE"

3. PART-II: price bid & cost of deviation (if any) shall be submitted in this part

Superscription on envelop:

1. TENDER NO. AND ITEM DESCRIPTION.
2. DUE DATE OF OPENING.
3. "PRICE BID"

**Clause 1.4:**

The Part-I (from 1 (a) to 1 (c)) & Part-II bids shall be individually sealed and super scribed as indicated above and shall be enclosed further in the envelop duly sealed and super scribed as:

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

**Clause 1.5:**

Envelopes not marked as above are liable to be ignored and will not be opened.

**Clause No. 1.6: As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent can not represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such Indian Agent is likely to be de-listed (Black listed for business from BHEL)**

Thanking You,  
Yours faithfully,

For & on behalf of BHEL, Hardwar.

**(Sudarshan Ram)**  
**AGM (PPX-BOI)**



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**Annexure-A**

**PRE-QUALIFICATION REQUIREMENT**

- 1) The supplier must have supplied Valves with Pneumatic Actuators with valve opening time  $\leq 1$  (One) second for similar applications to minimum two 660 MW rating supercritical steam turbine sets against two purchase orders.
- 2) The supplier should furnish 02 nos. of Unpriced PO copies (for supply to 660 MW rating supercritical steam turbine) technical specifications in support of pre-qualification requirement. BHEL reserves the right to verify information submitted by vendor. Date of technical bid opening (Part-1) shall be treated as cutoff date for above mentioned experiences.
- 3) Offer submitted by supplier will be scrutinized with respect to pre-qualification requirement first. Technical offer of vendors not meeting pre-qualification requirement will not be scrutinized.

BHEL HARIDWAR



Annexure-B

**SPECIAL INSTRUCTIONS**

**A) GENERAL REQUIREMENTS**

1. The material is to be dispatched to project site directly from supplier works. Quotation shall be submitted accordingly.  
Project wise requirement has been detailed below:
  - **Wanakbori (Gujarat) ; 01 No.**
  - **Kothagudem (Telengana) : 01 No**
2. The offer shall be submitted in-line with document no **413137U2005** , VALVE TAG NO **LBC41AA051** FOR HP Relief Valve (material code W90313137927) & Drg no **41810221002 Rev.00** for Solenoid Valve & Limit Switch (W99318102089 & W93318102016). (Copy Enclosed)
3. Duly Filled in "Terms and Conditions of the Two Part Tender" are to be necessarily filled and submitted along with the offer.

**B) QUALITY REQUIREMENTS**

1. **For Indigenous Suppliers** : Inspection by BHEL nominated inspection agency (SGS) as per standard quality plan no QA/BI/QP/116 Rev.00(Copy Enclosed). Inspection will be arranged by BHEL.
2. **For Foreign Suppliers** : Inspection by third part inspection agency (LRS/TUV/BV) as per standard quality plan no QA/BI/QP/116 Rev.00 (Copy Enclosed). Inspection is to be arranged by the vendor. The prices are to be quoted inclusive of Third Party Inspection Charges (By Lloyds/BVQI/TUV). The scope of inspection for Third Party Inspection Agency would be as per BHEL approved Quality Plan. In case if nothing has been mentioned in your offer about the Third Party Inspection charges, the same would be considered to be inclusive in your quoted prices.
3. Material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL.
4. **Based on information furnished by you in the tender, your approval will be taken with End User/ Customer of BHEL. Procurement will be made from customer approved vendors only.**

Note : BHEL would open price bid of only those vendors who fulfill our pre –qualifications requirements & successfully registered at BHEL Haridwar in Product Material directly (PMD) within validity of the offer.

***Kindly ensure the timely submission of your offer (latest by 1345 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.***

	Annexure-III  <b>GUIDELINES TO FOREIGN SUPPLIERS FOR FILLING UP SUPPLIER REGISTRATION FORM</b>	Document No.	AA:MM:SR:01
		Revision No.	01
		Page No.	I of II

1. Prospective Suppliers may also visit our web site [www.bhel.com](http://www.bhel.com) (link Supplier Registration -> New Supplier Required) to know more about the requirement of new suppliers for various items in our units.
2. Registration Form no. SRF(F)01 may be obtained from BHEL website [www.bhel.com](http://www.bhel.com).
3. Application for registration, with a covering letter detailing where your products can find application (if possible) in BHEL unit(s), should be sent to:

Supplier Development Cell  
*Unit Name:*  
Bharat Heavy Electricals Ltd.  
*City:*  
India

4. In case registration is being sought in multiple units of BHEL, please send the separate application to each unit.
5. Any clarification with respect to procedure for registration may be obtained from the Supplier Development Cell of respective BHEL unit.
6. All columns are to be filled up properly in the space provided for. Wherever it is not applicable, mention it as "Not Applicable". The form is to be signed by the authorised signatory and submitted in original.
7. Please attach separate sheet if the space provided is insufficient. For any other information also, separate sheet may be attached.
8. Any information / clarification required by BHEL during processing of registration must be given expeditiously.
9. Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and all enclosures are numbered & list of enclosures is given as required.
10. As multiple copies of the application forms are required for processing at our end, please do not spiral bound the application forms or its enclosures and instead send them in two hole clip flat file.
11. Please fill up the check- list given on next page and send along with the Supplier Registration Forms to BHEL.
12. Please note that if you are registered and participate in Tender process and qualify to get order from BHEL, your performance based on Quality of your product, delivery performance and service rendered will be evaluated inline with Chapter VI.
13. If you are attaching a document in a language other than English, a self attested English translated document may please be also attached.

Editible format of this form can be downloaded from [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php)



Annexure-III  
**CHECK-LIST FOR FOREIGN  
SUPPLIERS REGISTRATION FORM**

Document No.	AA:MM:SR:01
Revision No.	01
Page No.	II of II

S.N.	Check-Point	Yes/No
1.0	Information against all points in the Supplier Registration Form has been given.	
2.0	Authorisation letter has been enclosed (in case of Indian representative)	
3.0	Banker's certificate has been enclosed	
4.0	Are you an ISO: 9001 accredited supplier?	
4.1	If yes, have you enclosed copy of ISO 9001 accreditation certificate & "Table of Contents" of your Quality Manual?	
4.2	If no, have you enclosed written down procedure / manual of Quality Management System?	
5.0	Have you enclosed experience list/ performance certificate ( as per sl. 3.0 of the form SRF(F) 01 )	
6.0	List of enclosures has been furnished ( as per Sl 5.0 of the form SRF(F) 01)	
7.0	All the parts of the form & enclosures have been signed by Authorised Signatory.	
8.0	D&B Report/ Creditreform report etc. has been attached.	

Date :

Signature & seal

(Authorised Signatory)

Note : This check list is to be attached with the filled up Supplier Registration Form.

**BHARAT HEAVY ELECTRICALS LIMITED , INDIA**

ANNEXURE- III

**FORM NO. SRF(F)01 : (FOREIGN SUPPLIER)**

Page 1 of 2

**ALL THE PAGES OF THE FORM ARE TO BE SIGNED ALONGWITH SEAL BY THE AUTHORISED SIGNATORY**

SUPPLIER REGISTRATION FORM	
<b>1.0 GENERAL INFORMATION :</b>	
1.1 NAME OF SUPPLIER : (TO BE REGISTERED)	
1.2 SUPPLIER ADDRESS : (TO BE REGISTERED)	
E - Mail :	
TELEPHONE : (Landline)-	Mobile
WEB SITE :	
<b>1.3 DETAILS OF FACTORY / WORKS :</b>	
ADDRESS :	
E - Mail :	
TELEPHONE : (Landline)-	Mobile
<b>1.4 DETAILS OF MARKETING REPRESENTATIVE ( OUTSIDE INDIA , IF ANY )</b>	
ADDRESS :	
E - Mail :	
TELEPHONE : (Landline)-	Mobile
<b>1.5 DETAILS OF INDIAN REPRESENTATIVE, IF ANY : ( Attach authorisation letter )</b>	
NAME :	
ADDRESS :	
E - Mail :	
TELEPHONE : (Landline)-	Mobile
<b>1.6 CHIEF EXECUTIVE :</b>	
<b>1.7 YEAR OF ESTABLISHMENT :</b>	

**BHEL CERTIFIED ASSESSOR**

# **BHARAT HEAVY ELECTRICALS LIMITED , INDIA**

ANNEXURE-III

## **FORM NO. SRF(F)01 : (FOREIGN SUPPLIER)**

Page 2 of 2

- 1.8 YEAR OF COMMENCEMENT OF BUSINESS :
- 1.9 PRODUCTION CAPACITY PER ANNUM (details of major manufacturing/ testing facilities to be given) :
- 1.10 PARTICULARS OF PRODUCTS INCLUDING SPECIFICATION AND RANGE OFFERED FOR REGISTRATION : ( ATTACH BROCHURES AND CATALOGUES )
- 1.11 NAME (S) OF BANKERS :
- 1.12 BANKER'S CERTIFICATE AS TO CREDITWORTHINESS OF THE CLIENT  
(Enclose Certificate) :
- 1.13 PORT OF LOADING :
- 1.14 NEAREST AIRPORT :
- 1.15 Report from D&B/ Creditreform etc. (As per Cl. 7.1 of Chapter V) (**MANDATORY**):

### **2.0 FINANCIAL INFORMATION : (FOR LAST 3 YEARS)**

PARAMETER	YEAR -1	YEAR -2	YEAR -3
ANNUAL TURN OVER			
PROFIT AFTER TAX			

( COPY OF AUDITED ANNUAL ACCOUNTS FOR LAST 3 YEARS TO BE ENCLOSED)

### **3.0 QUALITY MANAGEMENT SYSTEM :**

- 3.1 IS THE COMPANY ISO:9001 CERTIFIED : YES / NO
- 3.1.1 IF YES, ENCLOSE COPY OF CERTIFICATE & TABLE OF CONTENTS OF QUALITY MANUAL.
- 3.1.2 IF NO, ENCLOSE QUALITY MANAGEMENT SYSTEM OR WRITTEN DOWN PROCEDURE

### **4.0 EXPERIENCE LIST/ PERFORMANCE CERTIFICATE FOR OFFERED / SIMILAR ITEMS :**

(ATTACH LIST OF PRESENT CUSTOMERS WITH NAME & ADDRESS FOR OFFERED / SIMILAR TYPE & SIZE OF ITEM / EQUIPMENT FOR WHICH REGISTRATION HAS BEEN SOUGHT AND WITH WHOM YOU HAVE CONTINUOUS BUSINESS SINCE LAST THREE YEARS )

### **5.0 ANY OTHER INFORMATION :**

### **6.0 LIST OF ENCLOSURES :**

(BROCHURES, CATALOGUES, TECHNICAL LITERATURE ETC.)

Signature & Seal

AUTHORISED SIGNATORY


E – Mail

NAME :

TELEPHONE : (Landline):  
Mobile :

DESIGNATION :

DATE :

	<b>Annexure-II</b> <b>GUIDELINES TO INDIAN SUPPLIERS</b> <b>FOR FILLING-UP</b> <b>SUPPLIER REGISTRATION FORM</b>	Document No.	AA:MM:SR:01
		Revision No.	01
		Page No.	I of II

- Prospective Suppliers may also visit our web site [www.bhel.com](http://www.bhel.com) (link Supplier Registration -> New Supplier Required) to know more about the requirement of new suppliers for various items in our units.
- Registration Form may be obtained from BHEL website [www.bhel.com](http://www.bhel.com).
- Application for registration, with a covering letter detailing where your products can find application (if possible) in BHEL unit(s), should be sent to:

Supplier Development Cell  
Unit Name:  
Bharat Heavy Electricals Ltd.  
City:  
India

- In case registration is being sought in multiple units of BHEL, please send the separate application to each unit.
- Any clarification with respect to procedure for registration may be obtained from the Supplier Development Cell of respective BHEL unit.
- The Supplier Registration Form has four parts:

Part A	Organisational Information	Form no. SRF(I)01 – page 1 to 10
Part B	Quality System	Form no. SRF(I)01 - page 11 to 12
Part C	Technical Competence	Form no. SRF(I)01 page 13 (if sent by BHEL)
Part D	Score Sheet (to be filled by BHEL)	Form no. SRF(I)01 page 14 to 17

The set of formats to be filled by different category of suppliers is as follows:

Sl.No	Supplier Category	Formats
1.	Indian Suppliers ( manufacturers )	- Organisational Information - Quality System - Technical Competence
2.	Indian Stockist/ Trader/ Distributor/ Dealer/ Authorised Agent/ Channel partner/ Indian Sales office or Subsidiary of registered foreign principal	- Organisational Information SRF(I)01- Part A (page 1 to 10 except Sl. No. 5.1, 5.2, 6.6, 6.7, 7 & 8)

- All columns are to be filled up properly in the space provided for. Wherever it is not applicable, please mention “Not Applicable”. The form is to be signed by the authorised signatory.
- A separate sheet may be attached if the space provided is insufficient or additional information is to be given. Please put proper identification tag on the separately attached sheet.
- Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and all enclosures are numbered & list of enclosures is given as required.
- As multiple copies of the application forms are required for processing at our end, please do not spiral bound the application forms or its enclosures and instead send them in two hole clip flat file.
- Incomplete forms will be rejected.
- Any information / clarification required by BHEL during evaluation must be given expeditiously.
- Please note that if you are registered and participate in Tender process and qualify to get order from BHEL, your performance based on Quality of your product, delivery performance and service rendered will be evaluated inline with Chapter VI.
- Please fill up the check- list given on next page and send along with the Supplier Registration Forms to BHEL.
- If you are attaching a document in a language other than Hindi/ English, a self attested Hindi/ English translated document may please be also attached.



**Annexure-II**  
**Check List for Indian Supplier**  
**Registration Form**

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Sl.No.	Check-Point	Yes/No
1.	Information against all points under "Organizational Information" (Part-A) has been given.	
2.	All enclosures and supporting documents have been enclosed.	
3.	Summary list of enclosures has been furnished as per S.N.10 of Organisational Information form no. SRF (I) 01 & S.N 12 of Quality system form no. SRF (I) 01.	
4.	Are you an ISO 9001 accredited supplier?	
5.	If yes, have you enclosed "Table of Contents" of your Quality Manual and copy of ISO 9001 accreditation certificate?	
6.	Have you filled up Quality System format given in Part B?	
7.	Technical requirements, specifications, drawings, standards have been received from BHEL before filling up Technical Competence, Part C.	
8.	All the parts of the form & enclosures have been signed by Authorised Signatory.	
9.	Have you attached EFT details? (In original, Certified by the bank)	
10.	If you are seeking registration for a MSME company (as per MSME Act of Government of India), have you attached requisite certificate as per Act?	

Date :

Signature & seal

(Authorised Signatory)

Note: This check list is to be attached with the filled up Supplier Registration Form.

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

**FORM NO. SRF(I) 01 (INDIAN SUPPLIER)**

**ANNEXURE-II**

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**INFORMATION WITH \* MARKS IS SCOREABLE.**

**PART- A : ORGANISATIONAL SOUNDNESS**

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR, WHEREVER IT IS NOT APPLICABLE, PLEASE WRITE "NOT APPLICABLE". INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED. **PLEASE ATTACH SEPARATE SHEET, IF SPACE AVAILABLE IS INADEQUATE.**

**ALL THE PAGES OF THE FORM ARE TO BE SIGNED ALONGWITH SEAL BY THE AUTHORISED SIGNATORY**

<b>ORGANISATIONAL INFORMATION</b>			
<b>NAME AND CORRESPONDENCE ADDRESS OF THE SUPPLIER SEEKING REGISTRATION :-</b>			
<b>1.0 PRODUCTS / SYSTEMS / SERVICES FOR WHICH REGISTRATION IS APPLIED FOR :</b>			
SL. NO.	DESCRIPTION	SIZE & RANGE	MFG. STD/ IS / DIN /BS ETC.
<b>SUPPLIER'S AUTHORISED SIGNATORY</b>		<b>BHEL CERTIFIED ASSESSOR</b>	

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**ORGANISATIONAL INFORMATION**

**2.0 GENERAL INFORMATION :**

2.1 NAMES OF THE WORKS/DIVISION (Products manufactured at each works to be mentioned :

ADDRESS :

E - Mail :

TELEPHONE : Landline

Mobile

FAX :

2.2 NAME OF CHIEF EXECUTIVE /  
PROPRIETOR / PARTNER & ADDRESS :

2.3 DETAILS OF AUTHORISED SIGNATORY FOR SEEKING CLARIFICATION :

NAME :

DESIGNATION :

E - Mail :

TELEPHONE : Landline

Mobile

FAX :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**ORGANISATIONAL INFORMATION**

**3.0 OWNERSHIP INFORMATION : DOCUMENTS TO BE FURNISHED**

3.1 GOVT. OF INDIA UNDERTAKING:

OR

STATE GOVT. UNDERTAKING :

OR

LIMITED COMPANY, :

MEMORANDUM AND  
ARTICLES OF ASSOCIATION

OR

PRIVATE COMPANY :

MEMORANDUM AND  
ARTICLES OF ASSOCIATION

OR

CO-OPERATIVE SOCIETY, :

SOCIETY RULES AND  
BYE LAWS

OR

PARTNERSHIP FIRM, :

PARTNERSHIP DEED

OR

PROPRIETORSHIP, :

PROFESSION TAX REGN.  
AND MUNICIPAL REGN.

ANY OTHER (SPECIFY) :

3.2 NATURE OF BUSINESS :

(MANUFACTURING UNIT/  
ENGG CONSULTANT/ EPC CONTRACTOR)

(AGENTS/ DISTRIBUTORS/STOCKISTS/DEALERS/  
TRADERS/ INDIAN SUBSIDIARY/ CHANNEL PARTNER – attach authorization  
certificate of principal)

3.3 YEAR OF ESTABLISHMENT :

\* 3.4 YEAR OF COMMENCEMENT OF BUSINESS :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**ORGANISATIONAL INFORMATION**

**4.0 REGISTRATION PARTICULARS**

( FURNISH DETAILS AND ENCLOSE COPY OF CERTIFICATE FOR THE FOLLOWING)

- 4.1 PERMANENT ACCOUNT NO :  
4.2 CENTRAL SALES TAX REGN NUMBER :  
4.3 STATE SALES TAX / TIN NUMBER :  
4.4 EXCISE DUTY REGN NUMBER :  
4.5 EXCISE CONTROL CODE NUMBER :  
4.6 SERVICE TAX REGN NUMBER :  
4.7 CATEGORY AS PER MSMED ACT : MICRO/ SMALL/ MEDIUM  
REGN NO. :  
VALID UPTO :  
(Attach Certificate)

**5.0 TOTAL ORGANISATIONAL STRENGTH : (ATTACH ORGANISATION CHART)**

- |  | GRADUATE | DIPLOMA | SKILLED | NON-SKILLED |
|--|----------|---------|---------|-------------|
| ENGINEERING :                                      |          |         |         |             |
| MANUFACTURING :                                    |          |         |         |             |
| QUALITY :  |          |         |         |             |
| COMMERCIAL /<br>SERVICE AFTER SALES :              |          |         |         |             |
| OTHERS :   |          |         |         |             |
| TOTAL :  |          |         |         |             |
| * 5.1 POWER BACKUP :<br>(GIVE DETAILS)             | YES/ NO  |         |         |             |
| * 5.2 DOES THE COMPANY SELL ITS PRODUCT DIRECTLY : | YES/ NO  |         |         |             |

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**ORGANISATIONAL INFORMATION**

**6.0 OTHER PARTICULARS :**

( FURNISH DETAILS AND ENCLOSE DOCUMENTARY EVIDENCE/ COPY OF CERTIFICATE FOR THE FOLLOWING)

\* 6.1 IF THE COMPANY IS ALREADY REGISTERED WITH ANY OF BHEL UNITS, GIVE :

6.1.1. BHEL UNIT'S NAME :

6.1.2. SUPPLIER REGN. CODE NO. :

6.1.3. ITEMS FOR WHICH REGISTERED & THEIR SPECIFICATION  
( ENCLOSE PROOF OF SUCCESSFUL EXECUTION OF ONE OR MORE PURCHASE ORDERS ) :

\* 6.2 IS THE COMPANY APPROVED BY  
ASME / NTPC / NPC / EIL / DGS&D / RAILWAYS /  
IBR / LLOYDS ETC FOR INTENDED  
MATERIAL CATEGORY? : YES / NO  
(ENCLOSE DOCUMENTARY EVIDENCE)

\* 6.3 IS THE COMPANY ISO 9001 APPROVED? : YES / NO  
(ENCLOSE CERTIFICATE & TOC OF QUALITY SYSTEM) :

\* 6.4 IS THE COMPANY AN ISO 14000 APPROVED? : YES / NO  
(ENCLOSE CERTIFICATE) :

\* 6.5 IS THE COMPANY OHSAS - 18000 APPROVED?: YES / NO  
(ENCLOSE CERTIFICATE)

\* 6.6 TECHNICAL COLLABORATOR :  
(FOREIGN OR INDIGENOUS)  
(ENCLOSE DOCUMENTARY EVIDENCE)

\* 6.7 R&D SET UP

6.8 DIRECTORS / PARTNERS, IF RELATED TO ANY  
BHEL EMPLOYEE.  
NAME :  
STAFE NO. :  
DESIGNATION :  
Unit & DEPARTMENT :  
RELATIONSHIP :

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
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**ORGANISATIONAL INFORMATION**

6.9 IF ANY EX-BHEL PERSONNEL IS EMPLOYED BY THE COMPANY, MENTION HIS / HER DETAILS OF LAST POSTING.

NAME :  
STAFF NO. :  
DESIGNATION :  
UNIT & DEPARTMENT :  
DATE OF LEAVING SERVICE :

6.10 COMPANY'S WEEKLY HOLIDAYS :

WORKS                      OFFICE

6.11 EXPERIENCE LIST:

(ATTACH LIST OF PRESENT CUSTOMERS WITH NAME & ADDRESS FOR OFFERED / SIMILAR TYPE & SIZE OF ITEM / EQUIPMENT FOR WHICH REGISTRATION HAS BEEN SOUGHT AND WITH WHOM YOU HAVE CONTINUOUS BUSINESS SINCE LAST THREE YEARS . ALSO ATTACH PERFORMANCE CERTIFICATES ISSUED BY ANY TWO CLIENTS FOR SUCCESSFUL EXECUTION OF THE CONTRACTS FOR LAST TWO YEARS- FOR PEM)

\*6.12 DETAILS OF PENDING LEGAL ISSUES ON CONTRACTUAL ASPECTS WITH CUSTOMER , IF ANY

6.13 The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer –EFT/RTGS) is to be submitted

1. Name of the Company
2. Name of Bank
3. Name of Bank Branch
4. City/Place
5. Account Number
6. Account type
7. IFSC code of the Bank Branch
8. MICR Code of the Bank Branch
9. Details of other Bankers (for reference purpose only)

NOTE :

(i) Suppliers who have already submitted the above information are requested to submit a copy of the same.

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
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**ORGANISATIONAL INFORMATION**

**7.0 MANUFACTURING FACILITIES:**

**\*7.1 LIST OF MANUFACTURING FACILITIES/EQUIPMENTS (INCLUDING MATERIAL HANDLING FACILITY)**

SL. NO	DESCRIPTION OF MACHINE/EQUIPMENT	QUANTITY	MAKE & YEAR OF INSTALLATION	REMARKS

IN CASE OF SPACE LIMITATION, PLEASE ENCLOSE ANNEXURE / CATALOGUE WITH TAG

**\* 7.2 IF IN-HOUSE MFG FACILITIES NOT AVAILABLE, INFORM SOURCE OF MFG. DETAILS ALONGWITH THEIR FACILITIES & EXPERIENCE**

SL. NO	PROCESS OUTSOURCED	NAME OF THE COMPANY	DESCRIPTION OF MACHINE / EQUIPMENT	REMARKS

IN CASE OF SPACE LIMITATION ENCLOSE ANNEXURE / CATALOGUE WITH TAG

**\* 7.3 RATIO OF OUTSOURCED COST TO TOTAL PRODUCTION VALUE:**

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

**BHARAT HEAVY ELECTRICALS LIMITED  
SUPPLIER REGISTRATION FORM**

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**ORGANISATIONAL INFORMATION**

**8.0 INSPECTION & TESTING FACILITIES:**

**\* 8.1 LIST OF INSPECTION & TESTING FACILITIES / EQUIPMENT**

SL. NO	DESCRIPTION OF FACILITY/ EQUIPMENT & CAPACITY	NOS.	MAKE & YEAR OF MANUFACTURING	LAST DATE OF CALIBERATION

IN CASE OF SPACE LIMITATION ENCLOSE ANNEXURE / CATALOGUE WITH TAG

**\* 8.2 IF IN-HOUSE TESTING FACILITIES NOT AVAILABLE, INDICATE SOURCE OF TESTING ALONGWITH THEIR FACILITIES & EXPERIENCE**

SL. NO	TEST	SOURCE OF TESTING	DESCRIPTION OF FACILITY/ EQUIPMENT & CAPACITY	APPROVAL OF EQUIPMENT/ PROCESS/PERSONNEL QUALIFICATION

IN CASE OF SPACE LIMITATION ENCLOSE ANNEXURE / CATALOGUE WITH TAG

**Note:**

**In case of outsourcing of major testing such as NDT, Electrical & Mechanical Testing, no marks will be awarded. However, material composition testing by chemical method from recognized laboratory shall not attract negative marking**

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

# BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

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ORGANISATIONAL INFORMATION					
FINANCIAL INFORMATION FOR THE PREVIOUS FOUR YEARS					
9.0	Parameter	Year 1	Year 2	Year 3	Year 4
		(Years in ascending order, Money value in Rs. Lakhs )			
* 9.1	NET WORTH (Share Capital +Reserves)				
	Growth over previous year (%)	-----			
9.2	LONG TERM DEBT / LOAN				
* 9.3	DEBT EQUITY RATIO <u>Long term Debt (9.2)</u> <u>Net worth (9.1)</u>				
9.4	INVESTMENT IN: Land & Building				
	Plant & Machinery				
	Other Fixed Assets				
9.5*	NET CURRENT ASSETS				
	1 a) Cash on hand				
	b) Account receivable				
	c) Inventories				
	Total				
	CURRENT LIABILITY				
	2 a) Sundry creditors				
	b) Interest accrued but not due				
c) Other liabilities					
Total					
3	* QUICK RATIO <u>CA - INVENT. {9.5(1)-9.5(1)c}</u> Current liability {9.5 (2)}				
* 9.6	SALES				
	Growth over previous year (%)	-----			
* 9.7	PROFIT BEFORE TAX				
	Growth over previous year (%)	-----			
* 9.8	Whether the supplier has been referred to BIFR / NCLT / any other Govt agency ( If YES , enclose details)				YES / NO
* 9.9	Whether the supplier is a potential sick company.( If YES , enclose details)				YES / NO
<p>NOTE: 1. Copies of annual accounts (Balance Sheet) for the last four years (or from date of incorporation which ever is less) along with audit report are to be submitted. The above details shall be highlighted in the Balance Sheet.</p> <p>2. Status of Tax assessments done under various laws (Income Tax, VAT/Sales Tax, Excise &amp; Service Tax, Custom) and details of disputes pending, if any, with these authorities to be submitted.</p>					
SUPPLIER'S AUTHORISED SIGNATORY			BHEL CERTIFIED ASSESSOR		

# BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

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## ORGANISATIONAL INFORMATION

### 10. LIST OF ENCLOSURES (Tags to be put on enclosures) :

- (i) MEMORANDUM AND ARTICLES OF ASSOCIATION / SOCIETY RULES AND BYE LAWS / PARTNERSHIP DEED/ PROFESSION TAX REGN & MUNICIPAL REGN. : YES / NO
- (ii) Copy of certificate of following:-
- PERMANENT ACCOUNT NO : YES / NO
  - CENTRAL SALES TAX REGN NUMBER : YES / NO
  - STATE SALES TAX / TIN NUMBER : YES / NO
  - EXCISE DUTY REGN NUMBER : YES / NO
  - EXCISE CONTROL CODE NUMBER : YES / NO
  - SERVICE TAX REGN NUMBER : YES / NO
  - REGN NUMBER OF CATEGORY AS PER MSMED ACT : YES / NO
- (iii) ORGANISATION CHART : YES / NO
- (iv) If registered with any other BHEL Unit,
- LETTER OF REGISTRATION WITH BHEL UNIT : YES / NO
  - PROOF OF SUCCESSFUL EXECUTION OF ONE OR MORE PURCHASE ORDERS : YES / NO
- (v) Letter of approval from ASME / NTPC / NPC / EIL / DGS&D / RAILWAYS / IBR / LLOYDS ETC : YES / NO
- (vi) Accreditation certificate for
- ISO: 9001 : YES / NO
  - TOC of Quality System Manual : YES / NO
  - ISO : 14000 : YES / NO
  - OHSAS , ISO 18000 : YES / NO
- (vii) Letter regarding technical collaboration : YES / NO
- (viii) Experience List / Performance certificate : YES / NO
- (ix) Balance Sheet for the last four years along with audit Report : YES / NO
- (x) Principal's authorization in case of dealers/ agents : YES / NO
- (xi) EFT Bank's certificate : YES / NO

I /WE GIVE THE UNDERTAKING THAT BHEL DRAWINGS & SPECIFICATIONs SHALL NOT BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF BHEL AND/ OR FOR SUPPLY OF ANY MATERIAL, PRODUCT OR SERVICES DIRECTLY OR INDIRECTLY TO ANY OTHER CUSTOMER.

Maximum Marks = 50

Negative Marks = -13

Minimum Qualifying marks = 30

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

# BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

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**FORM NO. SRF(I) 01**

**Part B (QUALITY SYSTEM):**

Sl. No	PARAMETERS	SYSTEM IN EFFECT (Tick if exists & provide evidences if ticked in written procedure)		RECORDS (Tick if available & submit evidences)	REMARKS
		Written Procedure	Practice		
1*	Incoming Material Control System				Furnish a copy of system and organization.
2*	In process control				Furnish at least one work instruction & record of process control parameter
3*	Manufacturing / Testing Procedure Qualification				Procedure Qualification specification may be submitted
4*	Personnel qualification for 3 above.				Record of Personnel qualification (PQR) to be submitted
5*	Calibration system				Submit list of instrument & their calibration status
6*	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.				Copy of procedure to be submitted
7*	System of Storage, Preservation , Painting & packing				Copy of procedure to be submitted
8*	System of NCR disposition & corrective preventive action				Two copies of NCR & CAPA
9*	Customer complaints handling system				Submit list of customer complaints & status for the last three years
10*	Safety measures				Submit copy of safety system & Record of accidents for last three years
11	Any other quality initiative				

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

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**FORM NO. SRF(I) 01**

**Part B (QUALITY SYSTEM):**

**12. LIST OF ENCLOSURES**

- (i) Copy of system of control incoming materials and organization chart
- (ii) Copy of at least one process control work instruction
- (iii) Record of process control parameter
- (iv) Copy of at least one Procedure Qualification specification
- (v) Record of Personnel qualification (PQR)
- (vi) List of instrument & their calibration status
- (vii) Copy of procedure for Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.
- (viii) Copy of procedure for Storage/ preservation/ painting & packing
- (ix) Copies of two NCRs and their CAPA.
- (x) List of customer complaints & status for the last three years
- (xi) Copy of safety system
- (xii) Record of accidents for last three years

Maximum Marks = 25

Minimum Qualifying marks = 15

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

# BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

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## FORM NO. SRF(I)01

### Part C : TECHNICAL COMPETENCE

Technical competence shall be evaluated in two parts viz. common competence and product/material category specific competence.

#### **(i) COMMON TECHNICAL COMPETENCE (Max Marks: 10)**

TECHNICAL COMPETENCE ( where <b>design specification</b> is given by BHEL )	MARKING RANGE	SUPPLIER RESPONSE (ALONG WITH SUPPORTING DOCUMENTS)#	MARKS BY BHEL
1. Supplier understands the product specification.	(0-3)		
2. Supplier understands the inspection requirements.	(0-2)		
3. Supplier has process capability to achieve the product specification/dimensional requirement.	(0-3)		
4. Supplier has experienced manpower to carry out the job.	(0-2)		
<b>TOTAL MARKS OUT OF POSSIBLE (10) = ---</b>			

**OR**

TECHNICAL COMPETENCE ( where <b>performance specification</b> is given by BHEL )	MARKING RANGE	PROCEDURE		SYSTEM IN EFFECT		RECORDS	
		SUPPLIER RESPONSE (ALONG WITH SUPPORTING DOCUMENTS)#	MARKS BY BHEL	SUPPLIER RESPONSE (ALONG WITH SUPPORTING DOCUMENTS)#	MARKS BY BHEL	SUPPLIER RESPONSE (ALONG WITH SUPPORTING DOCUMENTS)#	MARKS BY BHEL
1. Design capability	(0-3)						
2. Adequacy of quality assurance plan	(0-2)						
3. Process capability for components	(0-3)						
4. Adequate of testing	(0-2)						
<b>TOTAL MARKS OUT OF POSSIBLE (10)</b>							
<b>Average of Total (Total/3) = -----</b>							

#### **(ii) PRODUCT/ MATERIAL CATEGORY SPECIFIC TECHNICAL COMPETENCE**

**(Max Marks: 15)**

Unit MISCC to structure the parameters to be considered for the technical competence depending on material category. The score of individual parameter selected is to be decided by MISCC. MISCC shall identify the requirement of enclosures to be furnished by supplier  
Product:

Sl. No	Material category	Tech Parameter	Supplier's response	Remarks

To be filled up only on receipt of technical requirements/ specification, drawings, standards from BHEL and to be sent to BHEL for further scrutiny. Enclose documentary evidence where ever required.

#### **LIST OF ENCLOSURES:**

Maximum Marks = 25

Minimum Qualifying marks = 15

# No marks is to be given by the supplier. Only supplier response along with supporting documents,

SUPPLIER'S AUTHORISED SIGNATORY

BHEL CERTIFIED ASSESSOR

# BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

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## Part D : SCORE SHEET

### 1. ORGANISATIONAL SOUNDNESS (for Manufacturers):

S.N.	PARAMETER	CRITERIA	Maxm. Marks	Marks Awarded
1.	Whether all <b>relevant information</b> like ownership, PAN no., sales tax no., excise duty no., etc. submitted	Yes: 2 No: 0	2	
2.	3.4 YEAR OF COMMENCEMENT OF BUSINESS	More than 5 years : 2 1-5 years : 1 Less than 1 year : 0	2	
3.	5.1 POWER BACKUP	Yes : 1 No : 0	1	
4.	5.2 DOES THE COMPANY SELL ITS PRODUCT DIRECTLY	Yes : 1 No : 0	1	
5.	6.1 REGISTERED WITH ANY OF BHEL UNITS	Yes (same item) : 2 Yes (another item) : 1 No : 0	2	
6.	6.2 APPROVAL BY ASME/ NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS ETC	Yes : 2 No : 0	2	
7.	6.3 ISO 9001 ACCREDITATION	Yes : 3 No : 0	3	
8.	6.4 ISO 14000 ACCREDITATION	Yes : 1 No : 0	1	
9.	6.5 OHSAS - 18000 ACCREDITATION	Yes : 1 No : 0	1	
10.	6.6 TECHNICAL COLLABORATOR : (FOREIGN OR INDIGENOUS)	Yes : 1 No : 0	1	
11.	6.7 R & D SET UP	Yes : 1 No : 0	1	
12.	6.12 PENDING LEGAL ISSUES ON TECHNO – COMMERCIAL ASPECTS WITH CUSTOMER	Yes : -5 No : 0	0	
13.	7.1 & 7.2 MANUFACTURING FACILITIES INCLUDING OUTSOURCING	Adequate : 3 Substantial : 2 Inadequate : 0	3	
14.	7.3 RATIO OF OUTSOURCED COST TO TOTAL PRODUCTION VALUE	Less than 10% : 2 10 to 30 % : 1 More than 30% : 0	2	
15.	8.1 INSPECTION & TESTING FACILITIES	Adequate : 2 Substantial : 1 Inadequate : 0	2	
16.	8.2 OUTSOURCING OF MAJOR TESTING FACILITY (Refer Note)	Yes : 0 No : 1	1	
	<b>TOTAL</b>		<b>25</b>	

### 1. ORGANISATIONAL SOUNDNESS (for Indian Stockist/ Trader/ Distributor/ Dealer/ Authorised Agent/ Channel partner/ Indian Sales office or Subsidiary of registered foreign principal):

S.N.	PARAMETER	CRITERIA	Maxm. Marks	Marks Awarded
1.	Whether all <b>relevant information</b> like ownership, PAN no., sales tax no., etc. submitted ( <b>clause 6.0 of chapter V to be referred in this regard</b> )	Yes: 7 No: 0	7	
2.	3.4 YEAR OF COMMENCEMENT OF BUSINESS	More than 3 years : 2 1-3 years : 1 Less than 1 year : 0	2	
3.	6.1 REGISTERED WITH ANY OF BHEL UNITS	Yes (same item) : 2 Yes (another item) : 1 No : 0	2	
4.	6.2 APPROVAL BY ASME/ NTPC/ NPC/ EIL/ DGS&D/ RAILWAYS/ IBR/ LLOYDS ETC	Yes : 2 No : 0	2	
5.	6.3 ISO 9001 ACCREDITATION	Yes : 2 No : 0	2	
6.	6.12 PENDING LEGAL ISSUES ON TECHNO – COMMERCIAL ASPECTS WITH CUSTOMER	Yes : -5 No : 0	0	

**BHEL CERTIFIED ASSESSOR**

# BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

ANNEXURE-II

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## Part D: SCORE SHEET

### 2. FINANCIAL INFORMATION (for Manufacturers):

S.N.	PARAMETER	CRITERIA	Maximum Marks	Marks Awarded
1.	9.1 Growth of Net Worth over previous year (%) Average of three years to be worked out	More than 20 % : 5 10 – 20 % : 4 5 – 10 % : 3 > 0 & < 5 % : 2 0 or below : 0	5	
2.	9.3 DEBT EQUITY RATIO <u>Long term Debt (9.2)</u> Net worth (9.1)	1 : 1 : 5 1.1 upto 1.5 : 1 : 4 1.6 upto 2.0 : 1 : 3 2.0 & above : 1 : 2	5	
3.	9.5 QUICK RATIO <u>CA - INVENTORIES {9.5(1)-9.5(1)c}</u> Current liability {9.5 (2)}	1 : 1 : 5 1 : 1 upto 1.5 : 4 1 : 1.5 upto 1.75 : 3 1 : 1.75 upto 2.5 : 2 1 : > 2.5 : 0	5	
4.	9.6 Growth in Sales over previous year (%) Average of three years to be worked out	More than 35% : 5 20 -35 % : 4 10 – 20 % : 3 5 – 10 % : 2 > 0 & < 5 % : 1 0 or negative : 0	5	
5.	9.7 PROFIT BEFORE TAX  Growth over previous year (%)	More than 20 % : 5 10 – 20 % : 4 5 – 10 % : 3 > 0 & < 5 % : 2 0 or below : 0	5	
6.	9.8 Whether the supplier has been referred to BIFR / NCLT/ any other similar Govt agency	Yes: -5 No : 0	0	
7.	9.9 Whether the supplier is a potentially sick company	Yes: -3 No : 0	0	
<b>TOTAL</b>			<b>25</b>	

Note: If the supplier is new in business and does not have past data, then the evaluation will be done on the basis of information provided by him and will be decided by MISCC.

### 2. FINANCIAL INFORMATION (for Indian Stockist/ Trader/ Distributor/ Dealer/ Authorised Agent/ Channel partner/ Indian Sales office or Subsidiary of registered foreign principal):

S.N.	PARAMETER	CRITERIA	Maximum Marks	Marks Awarded
1.	9.6 Growth in Sales over previous year (%) Average of three years to be worked out	More than 35% : 5 20 -35 % : 4 5 - 20 % : 3 >0 - 5 % : 2 0 or negative : 0	5	
2.	9.7 PROFIT BEFORE TAX  Growth over previous year (%)	More than 20 % : 5 5 – 20 % : 4 >0 – 5 % : 3 0 or below : 0	5	

BHEL CERTIFIED ASSESSOR

## BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

ANNEXURE-II

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### Part D : SCORE SHEET

#### 3. QUALITY SYSTEM :

S.N.	PARAMETER	CRITERIA	Maxm. Marks	Marks Awarded
1.	Incoming Material control System	System availability : Yes: 1 No : 0	1	
		Availability of Organisation chart Yes: 1 No : 0	1	
2.	Process control	Work instruction available: Yes: 1 No : 0	1	
		Record of process Control : Available : 2 Partial record : 1 Not available: 0	2	
3.	Manufacturing / Testing Procedure Qualification	Procedure Qualification Specification : Adequate : 3 In adequate: 1 Not available : 0	3	
4.	Personnel qualification	Record of PQR: Adequate : 3 In adequate: 1 Not available : 0	3	
5.	Calibration system	Adequate : 3 In adequate: 1 Not available : 0	3	
6.	System of Identification & Traceability of materials, tools, jigs, fixtures & processed components, etc.	Procedure available : Adequate : 2 In adequate: 1 Not available : 0	2	
7.	System of Storage/ preservation/ painting & packing	Procedure available : Adequate : 2 In adequate: 1 Not available : 0	2	
8.	System of NCR disposition & corrective preventive action	Two copies of NCR & CAPA Available :2 Not available : 0	2	
9.	Customer complaints handling system	System available : Yes: 1 No : 0	1	
		Complaints registered & resolved : 2 Complaints registered & partially resolved : 1 Complaints not registered or not resolved : 0	2	
10.	Safety measures	System available : Yes: 1 No : 0	1	
		Record available : Yes: 1 No : 0	1	
<b>TOTAL</b>			<b>25</b>	

BHEL CERTIFIED ASSESSOR

# BHARAT HEAVY ELECTRICALS LIMITED SUPPLIER REGISTRATION FORM

FORM NO. SRF(I) 01 (INDIAN SUPPLIER)

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## Part D : SCORE SHEET

### 4. TECHNICAL COMPETENCE

	Maximum Marks (1)	Marks obtained (2)
<b>A. Common Technical Competence</b>		

And/ or

#### **B. Product Specific Technical Competence**

Column no. 1 to 4 to be filled by MISCC before sending to supplier. Column no. 5 to be filled by BHEL certified Assessor after evaluation of supplier response.

Sl. No (1)	Parameter (2)	Scoring criteria (3)	Maximum Marks (4)	Marks obtained (5)
	<b>Sub-Total</b>		<b>15</b>	

TOTAL (A+B): 25 (     )

#### **SUMMARY:**

Sl. No	Criteria	Maxm Marks	Qualifying marks *	Marks obtained	Recommendation for registration
1.	Organisational Soundness	50	30		<b>Recommended :</b>  Permanent code /Development code/ Trial code <b>Not recommended</b>
	Financial Information				
2.	Quality System	25	15		
3.	Technical Competence	25	15		
	TOTAL	100	60		

**\*Minimum Qualifying Score in Each category shall be 60%.**

#### **REGISTRATION CRITERIA:**

Sl. No	Score	Recommendation
1.	More than 90	Supplier is to be registered and given Permanent code, Normally no visit is called for.
2.	>75 <=90	Supplier may be visited if recommended by MISCC or to be registered and given permanent code.
3.	>=60 <=75	Supplier may carry out suggested improvements if advised by MISCC Supplier's visit is mandatory. Trial/ Development code may be given.
4.	Less than 60	Not to be registered

**Note:** Indian Stockist/ Trader/ Distributor/ Dealer/ Authorised Agent/ Channel partner/ Indian Sales office or Subsidiary of registered foreign principal are to be awarded marks on pro-rata basis and registered accordingly.

Signatures: MISCC and Suppler Evaluation Team (in case of visit)

1)	2)	3)
4)	5)	6)

BHEL CERTIFIED ASSESSOR
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### List of Consortium Bank

<b>Nationalised Bank</b>		<b>Nationalised Bank</b>	
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign bank</b>
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		<b>Private bank</b>
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

**Certificate by Chartered Accountant on letter head**

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

Further verified form the Books of Accounts that the investment of the company as  
on date ..... as per MSMED Act 2006 is as follows:

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

**(Strike off whichever is not applicable)**

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

Or

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

Date:

(Signature)  
Name-  
Membership Number-  
Seal of Chartered Accountant

**SPECIAL CONDITIONS OF TENDER ENQUIRY**  
**Tender Enquiry No. B/4066/2015/4818/V1 for HP Relief Valve (Annexure -C)**  
**TO BE SUBMITTED BY FOREIGN SUPPLIERS –OUTSIDE INDIA**

Offer must be sent in two separate sealed envelopes containing Techno-commercial offer in one envelope marked “**TECHNO-COMMERCIAL BID**” and prices in second envelope marked “**PRICED-BID**”. Both the envelope must be contained in the main envelope. Enquiry No., Name of Vendor and due date to be marked on all the envelopes. Please fill this Annexure & duly signed and stamped copy of this is to be submitted by you along with your offer.

“**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**” are part of this tender enquiry. The terms in “**special conditions of tender enquiry- Annexure-C**” supersede the same or similar terms if they appears to be in contradiction with GISTC

Sl. No	Terms	Description	Your confirmation
1.	<b>Document Checklist</b>	<p>Kindly confirm that the following documents have been submitted along with your offer:</p> <ol style="list-style-type: none"> <li>1. Requisite EMD (if applicable as per NIT)</li> <li>2. Complete Technical offer with relevant drawings/ documents /QP etc. (as Per Special Instructions mentioned in Annexure-B).</li> <li>3. Pre-Qualification Requirement (as defined in Annexure-A)</li> <li>4. Experience Details</li> <li>5. Any other document as specified in “Instructions to Bidders”.</li> <li>6. Supplier Registration Form (for vendor’s not registered at BHEL, Hardwar for this item)</li> </ol> <p>Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.</p>	
2.	<b>Evaluation criteria</b>	<p><b>For Kothagudem project:</b> Kindly note that material code W90313137927 (HP Relief Valve-01 No) + spares material code W99318102089 (Solenoid Valve for HP Relief Valve-01 No) + spares material code W93318102016 (Limit Switch for HP relief Valve-01 No) are to be procured together &amp; evaluation would be done accordingly .</p> <p><b>For Wanakbori project:</b> Kindly note that W90313137927 (HP Relief Valve-01 No) + spares material code W93318102016 (Limit Switch for HP relief Valve-01 No) are to be procured together &amp; evaluation would be done accordingly .</p>	
3.	<b>Bank Charges</b>	Kindly Confirm that Bank Charges shall be either side.	
4.	<b>Customer/ End User approval</b>	Based on the Experience details and other credential (as sought in supplier registration form), your registration will be taken up with End User/ Customer (of Wanbakbori & Kothagudem projects). <b>Procurement will be made from customer / End User approved vendors only. Please note</b>	
5.	<b>Insurance</b>	The Transit Insurance will be arranged by BHEL. Please send your offer keeping this in view.	
6.	<b>Validity</b>	Kindly Confirm that your offer shall be valid for 180 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.	
7.	<b>Basis of quotation</b>	Please confirm that prices have been quoted on CFR any sea port in Mumbai or FCA basis (to the named airport) in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.	

**SPECIAL CONDITIONS OF TENDER ENQUIRY**  
**Tender Enquiry No. B/4066/2015/4818/V1 for HP Relief Valve (Annexure -C)**  
**TO BE SUBMITTED BY FOREIGN SUPPLIERS –OUTSIDE INDIA**

		Freight charges shall be quoted separately in the offer. Please confirm.	
		Offers received other than CFR basis may result in non-consideration of such bids.	
		Please Inform the port of loading and port of discharge	
8.	<b>Engineering Document approval</b>	In case of order, Drawings/Data sheets/documents as called for in the specifications shall be submitted for approval within 30 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.	
9.	<b>Quality Requirements</b>	Kindly confirm Inspection by third part inspection agency (LRS/TUV/BV) as per standard quality plan no QA/BI/QP/116 Rev.00 (Copy Enclosed)	
		<b>Inspection charges for third party inspection shall be to your account. /</b> Please confirm that your quotation for individual item <b>includes</b> inspection charges by any of BHEL approved inspection agencies viz. Lloyds/ TUV/ BV. If nothing has been mentioned in your offer for inspection charges, the same would be considered to be inclusive in your offer.	
10.	<b>MDCC (Material dispatch clearance certificate) clause</b>	Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all manufacturing test certificates (TC) and third party inspection reports. BHEL will issue MDCC within 7 days of receipt TCs, if complete & clear w.r.t. approved technical documents.  The material should be dispatched within 07 days of issue of Material Dispatch Clearance Certificate (MDCC) by BHEL.	
11.	<b>Payment Terms.</b>	<b>Kindly confirm the following payment terms</b> "100% Payment against dispatch documents through Bank"  Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice / policy.	
12.	<b>Reverse Auction</b>	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. <b>Kindly give your acceptance for participation in RA.</b> Non-acceptance to participate in RA may result in non-consideration of your bids, in case BHEL decides to go for RA.  In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.	

**SPECIAL CONDITIONS OF TENDER ENQUIRY**

**Tender Enquiry No. B/4066/2015/4818/V1 for HP Relief Valve (Annexure -C)**

**TO BE SUBMITTED BY FOREIGN SUPPLIERS –OUTSIDE INDIA**

13.	<b>Penalty for Late Delivery</b>	<p>Kindly confirm that penalty for late delivery w.r.t to contractual delivery shall be applicable at the rate of 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value (of each lot).</p> <p>Date of AWB/ BL shall be treated as delivery date for all purposes.</p> <p><b>Loading for deviation in penalty for LD clause:</b> Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent by which penalty clause is not agreed.</p>	
14.	<b>Guarantee/ Warranty</b>	<p>Kindly confirm that Guarantee/ Warranty shall be offered for a period of 03 years months after delivery or 02 years from the date of commissioning, whichever is earlier. In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required.</p> <p>In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required.</p> <p>Kindly note that supplier not meeting above mentioned Guarantee/Warranty clause are liable for rejection.</p>	
15.	<b>Arbitration :</b>	<p>Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.</p> <p>JURIDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.</p> <p>Please note that deviation in arbitration clause shall not acceptable.</p>	
16.	<b>Risk Purchase:</b>	<p>In case of delays in supplies/defective supplies or non-fulfillment of any other terms and conditions given in purchase order BHEL may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere/alternative source at the risk and cost of the supplier. Please give your acceptance.</p> <p>Please note that deviation in Risk purchase clause shall not acceptable.</p>	
17.	<b>Right of Acceptance</b>	<p>Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to increase or decrease the tendered quantities.</b> Supplier should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.</p>	

**SPECIAL CONDITIONS OF TENDER ENQUIRY**

**Tender Enquiry No. B/4066/2015/4818/V1 for HP Relief Valve (Annexure -C)**

**TO BE SUBMITTED BY FOREIGN SUPPLIERS –OUTSIDE INDIA**

18.	<b>Deviation (if any)</b>	Kindly Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
19.	<b>Origin of quotation</b>	Origin of Quotation: The quotation should be from the principal/original supplier even if it is submitted through their authorized agents, failing which the quotations are liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.	
20.	<b>Custom Duty</b>	At present Custom Duty structure is as mentioned below: <b>Wanakbori project : Project Import</b> <b>Kothagudem project : Project Import</b> Pls. note that the comparison would be done as per the applicable CD structure as on the date of opening of Price Bid.	
21.	<b>O&amp;M Manual</b>	Kindly note that two copies of O&M manuals shall be supplied along with the item.	
22.	<b>Terms for CFR delivery (in case of order placement)</b>	For CFR Delivery term please note and confirm the following: <ol style="list-style-type: none"><li>1. For delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container/High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).</li><li>2. Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.</li><li>3. No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.</li><li>4. The shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance to filing the IGM (Import General Manifest) at discharge port</li><li>5. Certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is mandatory to be provided. However a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.</li><li>6. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages/ wharfages if any; paid by BHEL (for stated reasons).</li><li>7. Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.</li><li>8. OBL should clearly mention the Indian agent address and contact details.</li></ol>	
23.		Ink signed order acceptance shall be furnished within 15 days of order placement. In case order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.	

**SPECIAL CONDITIONS OF TENDER ENQUIRY**

**Tender Enquiry No. B/4066/2015/4818/V1 for HP Relief Valve (Annexure -C)**

**TO BE SUBMITTED BY FOREIGN SUPPLIERS –OUTSIDE INDIA**

<b>General Terms</b>	While submitting your bids please clearly indicate I. Expected weight of goods (lots wise). II. The size of packed goods. III. Whether the goods can be dispatched in containers?	
	Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
	Please note that the exchange rate for evaluation would be taken as <b>TT Selling rate of SBI</b> as on scheduled date of tender opening (Part-1 bid, i.e. techno-commercial offer).	
	Confirm that prices are firm and fixed till execution of contract.	

**SPECIAL CONDITIONS OF TENDER ENQUIRY**  
**Tender Enquiry No. B/4066/2015/4818/V1 for HP Relief Valve (Annexure -C)**  
**TO BE SUBMITTED BY INDIGINEOUS SUPPLIERS**

Offer must be sent in two separate sealed envelopes containing Techno-commercial offer in one envelope marked “**TECHNO-COMMERCIAL BID**” and prices in second envelope marked “**PRICED-BID**”. Both the envelope must be contained in the main envelope. Enquiry No., Name of Vendor and due date to be marked on all the envelopes. Please fill this Annexure & duly signed and stamped copy of this is to be submitted by you along with your offer.

“**General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)**” are part of this tender enquiry. The terms in “**special conditions of tender enquiry- Annexure-C**” supersede the same or similar terms if they appears to be in contradiction with GISTC

Sl. No	Terms	Description	Your confirmation
1.	<b>Document Checklist</b>	<p>Kindly confirm that the following documents have been submitted along with your offer:</p> <ol style="list-style-type: none"> <li>1. Requisite EMD (if applicable as per NIT)</li> <li>2. Complete Technical offer with relevant drawings/ documents /QP etc. (as Per Special Instructions mentioned in Annexure-B).</li> <li>3. Pre-Qualification Requirement (as defined in Annexure-A)</li> <li>4. Experience Details</li> <li>5. Any other document as specified in “Instructions to Bidders”.</li> <li>6. Supplier Registration Form (for vendor’s not registered at BHEL, Hardwar for this item)</li> </ol>	
		Please ensure that documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.	
2.	<b>Evaluation criteria</b>	<p><b>For Kothagudem project:</b> Kindly note that material code W90313137927 (HP Relief Valve-01 No) + spares material code W99318102089 (Solenoid Valve for HP Relief Valve-01 No) + spares material code W93318102016 (Limit Switch for HP relief Valve-01 No) are to be procured together &amp; evaluation would be done accordingly .</p> <p><b>For Wanakbori project :</b> Kindly note that W90313137927 (HP Relief Valve-01 No) + spares material code W93318102016 (Limit Switch for HP relief Valve-01 No) are to be procured together &amp; evaluation would be done accordingly .</p>	
3.	<b>Bank Charges</b>	Kindly Confirm that Bank Charges shall be either side.	
4.	<b>Customer/ End User approval</b>	Based on the Experience details and other credential (as sought in supplier registration form), your registration will be taken up with End User/ Customer (of Wanakbori & Kothagudem projects). <b>Procurement will be made from customer / End User approved vendors only. Please note</b>	
5.	<b>Insurance</b>	The Transit Insurance will be arranged by BHEL. Pl. send your offer keeping this in view.	
6.	<b>Validity</b>	Confirm that your offer shall be valid for 180 days from the date of tender opening. BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.	

**SPECIAL CONDITIONS OF TENDER ENQUIRY**  
**Tender Enquiry No. B/4066/2015/4818/V1 for HP Relief Valve (Annexure -C)**  
**TO BE SUBMITTED BY INDIGINEOUS SUPPLIERS**

7.	<b>Basis of quotation</b>	<p>Kindly confirm that the prices have been quoted on freight pre-paid upto destination basis. The goods can be dispatched through any Bank approved transporters having their branch at Hardwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a> .</p> <p>Pls. note that, if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) from Project Site for processing of your invoice.</p> <p>Freight charges shall be quoted separately in the offer. Please confirm.</p>	
8.	<b>Engineering Document approval</b>	<p>Drawings/Data sheets/documents as called for in the specifications shall be submitted for approval to BHEL within 30 days of purchase order. BHEL will arrange the approval of the drawings/data sheets/ documents within 30 days of their receipt provided those are complete in all respect.</p>	
9.	<b>Quality Requirements</b>	<p>Kindly confirm inspection by BHEL nominated inspection agency as per standard quality plan no QA/BI/QP/116 Rev.00 (Copy Enclosed)</p>	
10.	<b>MDCC (Material dispatch clearance certificate) clause</b>	<p>Please note that, material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit all manufacturing test certificates (TC). BHEL will issue MDCC within 7 days of receipt TCs, if complete &amp; clear w.r.t. approved technical documents.</p> <p>The material should be dispatched within 07 days of issue of Material Dispatch Clearance Certificate (MDCC) by BHEL and other necessary documents (PAC, Road permit etc.).</p>	
11.	<b>Payment Terms.</b>	<p><b>Kindly confirm the following payment terms :-</b>  “100% against dispatch documents through Bank”</p> <p>*Please note that in case of any deviation in the payment terms, BHEL shall evaluate your offer after loading on account of deviation in payment terms as per BHEL practice / policy.</p>	
12.	<b>Reverse Auction</b>	<p>BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Kindly give your acceptance for participation in RA.</p> <p>Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</p> <p>In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “Online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite</p>	

**SPECIAL CONDITIONS OF TENDER ENQUIRY**  
**Tender Enquiry No. B/4066/2015/4818/V1 for HP Relief Valve (Annexure -C)**  
**TO BE SUBMITTED BY INDIGINEOUS SUPPLIERS**

		action by BHEL as per extant guidelines in vogue.	
13.	<b>Penalty</b>	<p>Kindly confirm that penalty for late delivery w.r.t to contractual delivery shall be applicable at the rate of 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value (of each lot).</p> <p>Date of GR/LR shall be treated as delivery date for all purposes.</p> <p><b>Loading for deviation in penalty for LD clause:</b> Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty. Loading will be done to the extent by which penalty clause is not agreed.</p>	
14.	<b>Guarantee/ Warranty</b>	<p>Kindly confirm that Guarantee/ Warranty shall be offered for a period of 03 years months after delivery or 02 years from the date of commissioning, whichever is earlier. In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required.</p> <p>In case of any failure or trouble reported from site, the supplier shall depute their representative immediately to attend the problem and replace the defective component/ parts if required.</p> <p>Kindly note that supplier not meeting above mentioned Guarantee/Warranty clause are liable for rejection.</p>	
15.	<b>Arbitration :</b>	<p>Arbitration Clause: In all cases of dispute the matter shall be referred for Arbitration to any arbitrator to be appointed by the Executive Director or any officer who is the administrative head of Bharat Heavy Electricals Limited at Hardwar. The award of the Arbitrator shall be final and binding on both parties. The Arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties.</p>	
16.	<b>Risk Purchase:</b>	<p>Risk Purchase: In case of delays in supplies/defective supplies or non-fulfillment of any terms and conditions given in the purchase order, the purchaser may cancel the purchase order in full or part thereof, and may also make the purchase of such material from elsewhere/alternative source at risk and cost of the supplier. Please give your acceptance.</p> <p>Please note that deviation in Risk purchase clause shall not acceptable.</p>	
17.	<b>Right of Acceptance</b>	<p>Right of Acceptance – BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. <b>BHEL also reserves the right to increase or decrease the tendered quantities.</b> Supplier should be</p>	

**SPECIAL CONDITIONS OF TENDER ENQUIRY**  
**Tender Enquiry No. B/4066/2015/4818/V1 for HP Relief Valve (Annexure -C)**  
**TO BE SUBMITTED BY INDIGINEOUS SUPPLIERS**

		prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	
18.	<b>Deviation (if any)</b>	Kindly Confirm that there is no deviation with respect to BHEL Specifications. However, deviations, if any, are to be listed as a separate attachment. The additional price, if any, for withdrawal of these deviations must be provided. The offers that do not meet the substantial requirements of our enquiry are liable to be ignored. The bidders shall be deemed to comply with all the requirements of bidding documents except for listed deviations without any extra cost irrespective of any mention to the contrary anywhere else in the bid.	
19.	<b>Origin of quotation</b>	The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.	
20.	<b>Excise Duty</b>	At present Excise Duty applicable is as mentioned below: <b>Wanakbori</b> : ED On Merit <b>Kothagudem</b> : ED On Merit  Pls. note that the comparison would be done as per the applicable Excise Duty structure on the date of opening of Price Bid.	
21.	<b>CST/ VAT</b>	Please inform the location of your works and applicable VAT/ Charges within the state. <b>Wanakbori project:</b> Gujarat <b>Kothagudem project</b> : Telengana	
22.	<b>E-1 Form requirement</b>	This is an E-1 transaction. BHEL will issue "C" form to vendor. After issuance of "C Form" by BHEL, vendor has to submit E-1 Form to BHEL. Kindly confirm.	
23.	<b>O&amp;M Manual</b>	Kindly note that two copies of O&M manuals shall be supplied along with the item.	
24.	<b>General Terms</b>	Ink signed order acceptance shall be furnished within 15 days of order placement. In case order acceptance do not received within 15 days of order placement, PO deemed to be accepted by you.	
		Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specifications/ requirement/ scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only.	
		While submitting your bids please clearly indicate I. Expected weight of goods (lots wise). II. The size of packed goods.	
		Confirm that prices are firm and fixed till execution of contract.	



# BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version April-2016)

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### 1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser).

### 2. ORIGIN OF QUOTATION.

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

### 3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. \_\_\_\_\_  
Dated: \_\_\_\_\_  
Due on: \_\_\_\_\_

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

- b) In case of Three/Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- c) The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.
- d) Any additional documents submitted by supplier/bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.

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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

### General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC) For Foreign Bidders (Version April-2016)

- e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting/overwriting in the bid/offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.
- h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from [www.bhel.com](http://www.bhel.com)
- i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- j) BHEL may also reduce the Tender Quantity for offering it to Micro & Small Enterprise (MSE) Indian Vendors as per applicable Government of India rules whose prices are within 15% of L1 prices as per directives of Government of India.

#### 4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives (**contd. --**)

(**-- contd.**) may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable.

#### 5. SPECIFICATION, DRAWINGS & STANDARD.

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

#### 6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Bidders need to quote their prices on CFR any sea port in Mumbai or FCA basis to the named airport in Euro/USD/JPY/UK Pound/SF/Singapore Dollar or any other Internationally freely tradable currency only. The name of the currency should be clearly indicated in your bids.

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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For Foreign Bidders (Version April-2016)

d) Offers received other than CFR basis may result in non consideration of such bids.

e) However if BHEL agrees to accept the FOB condition, to arrive at landed cost at our plant/site, the FOB prices shall be loaded for 3% (of FOB Value) towards marine insurance, port handling charges & inland freight or actual freight / port handling charges as per BHEL contract whichever is higher .

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

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

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

- I. BHEL prefers to deal directly with foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent then the Principal should ensure compliance to applicable guidelines.
- II. The FOB / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission if payable shall be converted to Indian Rupees at TT buying rates of exchange ruling on tender opening date which shall not be subjected to any further exchange rate variation, as disclosed by the bidder in his quoted FOB / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT buying rate prevailing on the date of technical bid opening shall be considered for computation of Agency commission.
- III. In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. If both OEM and its authorized agent submit their bids separately in that case only the offer of OEM can be considered as an exception.

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

- I. Expected weight of goods (lots wise).
- II. The size of packed goods.
- III. Whether the goods can be dispatched in containers?
- IV. Port of Loading.
- V. Port of Discharge.

**7. REVERSE AUCTION.**

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

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

**8. DELIVERY TERMS.**

- a) Goods shall be dispatched by sea, unless stated otherwise in the tender enquiry or purchase order.
- b) In the event of bidder offering CFR delivery terms for delivery in FCL (Full Container Load), the bidder shall provide 21 days' time free of detention for General Purchase Container/High Cube Container and 14 days for the other types from the date of delivery at delivery port. Wherever the detention free period offered is less than the above specified period, the consequential cost at port of clearance shall be to the account of the bidder. Number of detention free days must be mentioned on Bill of Lading (BL).

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## BHARAT HEAVY ELECTRICALS LIMITED

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For Foreign Bidders (Version April-2016)

<p>c) In case of CFR delivery, Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the bidder's account.</p> <p>d) Specifically confirm your agreement to change the mode by Air at BHEL's request as per mutually agreed terms even after placement of Purchase Orders.</p> <p>e) The Trans-shipment is not permissible in case of Break Bulk Cargo. In rest of the case Trans-shipment condition in BHEL purchase order / letter of credit will be as per Uniform Custom and Practice for documentary credits, UCP 500 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).</p> <p>f) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.</p> <p>g) The shipping line should be ready to move the containers to consignees nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance to filing the IGM (Import General Manifest) at discharge port.</p> <p>h) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.</p> <p>i) A certificate of origin (COO) sanctioned in country of origin from chamber of commerce of the manufacturing country is mandatory to be provided. However a certificate of origin (COO) from the countries under the restricted list of Govt. of India will not be acceptable.</p> <p>j) For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and/or faulty, the suppliers shall be responsible to reimburse in all demurrages/ wharfages. if any; paid by BHEL (for stated reasons).</p> <p>k) The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will have to forego Input Credit on Service tax.</p>	<p>l) While booking the shipment, bidder to also finalize <b>destination charges</b> and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.</p> <p>m) If cargo is stuffed in container then the same should be allowed to be moved to CFS of importers choice without any additional charges.</p> <p>n) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.</p> <p>o) NNDs (preferably with OBLs) should be sent at least 7 days in advance i.e. 7 days before the arrival of vessel so as to enable BHEL to move the containers to JWC CFS.</p> <p><b>p) Information related to OBL/AWB Documents:</b></p> <p>I. Consignee name and address should be same as mentioned in the Purchase order.</p> <p>II. Notify party : Name and address will be as follows:( For discharge port Mumbai or Nhava Sheva) Bharat Heavy Electricals Limited 14th Floor World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005 Email: mssehwr@bhel.in and ppximx@bhelhwr.co.in (in case of Sea Shipments) Email: kkant@bhel.in; salvi@bhel.in, Sunil.patil@bhel.in ( in Case of Air shipments) For latest updation please refer our web site: <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a></p> <p>III. OBL should clearly mention the Indian agent address and contact details.</p> <p>IV. OBL should be issued as per UCP 600.</p> <p>V. In case of incoterms other than FOB, OBL should mention the container detention free period.</p>
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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
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### 9. PENALTY FOR LATE DELIVERY.

- a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation.
- b) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.
- c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.
- d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.
- e) The delivery date for penalty purpose will be the Bill of Lading Date/Air way bill.

### 10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.
- d) Where the payments are through bank, the documents may be presented for negotiation through BHEL designated banks which will be specified in Purchase order. Documents should be submitted within 5 day of vessel sailing and receipt of OBL from shipping line.

- e) In case BHEL agrees for payment through LC, the same shall be irrevocable, unconfirmed and will be opened 60 days prior to the scheduled delivery and will be valid for a period of 90 days.

### 11. BANK GUARANTEE.

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

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

- a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version April-2016)

<p>b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.</p> <p>c) The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement /submission of BG/refund of amount paid.</p> <p><b>13) QUALITY REQUIREMENT.</b></p> <p>Your bid/quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).</p> <p><b>14. VALIDITY.</b></p> <p>The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.</p> <p><b>15. RIGHT OF ACCEPTANCE.</b></p> <p>a) <b>BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR</b> reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.</p> <p>b) Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.</p> <p>c) Unsolicited discounts/revised offers/bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.</p>	<p>d) In case of changes in scope and/or technical specification and/or commercial terms &amp; conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.</p> <p>e) The bidder whose bid is technically not accepted will be informed &amp; EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.</p> <p>f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.</p> <p><b>16. TRANSIT INSURANCE.</b></p> <p>a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/AWB, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.</p> <p>b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.</p> <p><b>17. PHYTOSANITARY CERTIFICATE:</b></p> <p>a) As per the Indian Law, all consignments being imported into India by air/sea require a phytosanitary certificate from the country of origin-if articles have been packed with wooden packaging materials. This is mandatory. Please confirm in your offer/dispatch documents that the required phytosanitary certificate will be submitted.</p>
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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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

### 18. RISK PURCHASE.

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

### 19. FORCE MAJEURE CLAUSE.

- a) Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake, any other act of God, change in Government Policies, terrorist attack etc. or any other circumstances beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.
- b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.
- c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than six months.

d) If the war like situation has developed in a country where a bidder's works involved in this tender is located or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the bidders located in such zone / region/ country, then the offer of such bidders shall be rejected. BHEL reserves the right to cancel the order in case the order has already been placed and suspend further dealings till normalcy in the country/ region is confirmed by the Indian embassy located in the affected country.

### 20. NON-DISCLOSURE AGREEMENT.

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

### 21. SETTLEMENT OF DISPUTES/ARBITRATION.

Any dispute/difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by a Sole Arbitrator to be appointed with mutual consent of the parties. Such Sole Arbitrator shall be either a retired judge of Supreme Court or High Court or District Court of India or some Advocate having practiced in Indian Courts. The seat or place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English. (Contd.--)

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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Foreign Bidders (Version April-2016)

(-- contd.) The governing law of the contract shall be the substantive law of India. In case the parties fail to agree on the appointment of arbitrator within 2 months of the notice invoking arbitration by one party, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 of India.

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

### 22. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website [www.bhelhwr.co.in](http://www.bhelhwr.co.in). The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to [ppx\\_idx@bhelhwr.co.in](mailto:ppx_idx@bhelhwr.co.in) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site [www.bhelhwr.co.in](http://www.bhelhwr.co.in).
- d) Copy of this Tender Enquiry is being sent through the post.
- e) Invoice description and Unit of measurement should be strictly in accordance with Purchase order.
- f) Unit of measurement for dimension and weight should be in metric system only.

### 23. NOTE.

- a) Special conditions of enquiry, if enclosed, will supersede the standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.

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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
For Indian Bidders (Version April-2016)

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#### 1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser).

#### 2. ORIGIN OF QUOTATION.

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

#### 3. SUBMISSION OF TENDER.

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

Quotation Against Enquiry No. \_\_\_\_\_  
Dated: \_\_\_\_\_  
Due on: \_\_\_\_\_

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

- b) In case of Three/Two Part Bid, technical bid containing technical offer, duly signed; and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- c) The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.
- d) Any additional documents submitted by supplier/bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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<p>e) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting/overwriting in the bid/offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>f) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.</p> <p>g) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 5 Crore or more.</p> <p>h) In case of open tender, the unregistered bidder shall submit inter alia duly filled-in Supplier Registration Form (SRF) along with the bid. Bidders can download the SRF from <a href="http://www.bhel.com">www.bhel.com</a></p> <p>i) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.</p> <p><b>4. TENDER OPENING.</b></p> <p>Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. <b><u>TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.</u></b> The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter, for price bid opening on that particular day. General authorization letter is not acceptable.</p>	<p><b>5. SPECIFICATION, DRAWINGS &amp; STANDARD.</b></p> <p>a) Bidders must give their detailed specification in the quotation along with relevant technical literature/catalogue etc. against the tender enquiry.</p> <p>b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry. If these documents are not furnished, the offer is liable to be rejected.</p> <p>c) Wherever national/international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year &amp; date of standard revision that shall be followed for the supply.</p> <p>d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company.</p> <p><b>6. PRICE SCHEDULE.</b></p> <p>a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.</p> <p>b) Prices quoted should not be more than the prices quoted to any other BHEL units/offices/divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.</p> <p>c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non consideration of such bids.</p> <p>d) <b>In case BHEL accepts the EX-Works prices such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.</b></p>
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## BHARAT HEAVY ELECTRICALS LIMITED

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<p>e) In case of Indigenous items covered by DGS &amp; D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation</p> <p>f) Applicable Sales Tax, Excise Duty and any other statutory levy should be indicated separately and clearly in the bid/quotation.</p> <p>g) Bidders can despatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR/destination. If material is despatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.</p> <p>h) In case of despatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.</p> <p>i) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.</p> <p><b>7. REVERSE AUCTION.</b></p> <p>a) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after Techno-Commercial Evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides for RA. Detailed guidelines available at our site <a href="http://www.bhel.com">www.bhel.com</a></p> <p>b) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue.</p>	<p><b>8. DELIVERY TERMS.</b></p> <p>a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.</p> <p>b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.</p> <p><b>9. PENALTY FOR LATE DELIVERY.</b></p> <p>a) Date of delivery will be considered as per the delivery terms mentioned in the Purchase Order. Penalty will be applicable on total order value @0.5% per week or part thereof subject to maximum of 10% of the PO value unless otherwise specified in Special Conditions of tender enquiry. Acceptance / Non Acceptance of this CONDITION must be specifically mentioned in your quotation. Any deviation from this will be loaded accordingly i.e. BHEL shall load maximum penalty under penalty for late delivery Clause, to the extent the same is not agreed by the bidder, for the purpose of evaluation.</p> <p>b) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.</p> <p>c) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</p> <p>d) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.</p> <p>e) <b><u>DELIVERY IN CASE OF REJECTION:</u></b> In case the material is rejected, then date of replacement will be considered as the actual date of delivery.</p> <p>f) <b><u>DELIVERY AGAINST BANK DOCUMENTS:</u></b> In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar/FOR Transporter Godown", then date of delivery will be date of intimation by transporter/bidder of delivery of material at Haridwar for the penalty purpose.</p>
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## BHARAT HEAVY ELECTRICALS LIMITED

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<p>g) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized/nominated bank.</p> <p><b>10. PAYMENT TERMS.</b></p> <p>a) BHEL's standard payment term is Payment After Receipt and Acceptance of Material/Item at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.</p> <p>b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.</p> <p>c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.</p> <p><b>11. TAXES &amp; DUTIES.</b></p> <p>a) If PAN (Permanent Account Number) of the recipient is not available, tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher. As per Section 206AA of Indian Income Tax Act 1961.</p> <p>b) The bidder shall clearly indicate extent of taxes as applicable in his technical bid.</p> <p>c) All forms as required by Law to avail concessional tax benefits are to be submitted within the stipulated time. BHEL reserves the right to withhold the payment due to the bidder or deduct the payment equivalent to additional tax and other liability on BHEL due to non/late submission of above forms.</p> <p>d) Bidder to quote place from where supply of goods is expected, to evaluate us applicable Value Added Tax input credit. Any subsequent changes in this may affect availability of input credit to BHEL; the same will be on bidder's account.</p> <p>e) In case of intra-state sale, bidder to ensure quoting TIN Number of BHEL applicable in the state of transaction and same should be asked by bidder in time.</p> <p>f) Rate of Excise Duty, CST/VAT and Service Tax must be indicated in offer even if it is inclusive.</p>	<p>g) Taxes &amp; duties as applicable at the time of supply shall be payable.</p> <p>h) <b><u>IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:</u></b> Wherever the material being offered is imported, bidder must quote the prices inclusive of CVD. The rate &amp; value of CVD as included in the price must be indicated separately. In case quantum of CVD is not mentioned by the bidder the same will not be considered for evaluation. However bidder will have to pass on the benefit of CVD to BHEL at the time of actual supply.</p> <p><b>12. BANK GUARANTEE.</b></p> <p>In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website <a href="http://www.bhelhwr.co.in">www.bhelhwr.co.in</a>. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.</p> <p><b>13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.</b></p> <p>a) Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) (Contd.--)</p>
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HEEP-HARIDWAR, UTTARAKHAND (249403)

### General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC) For Indian Bidders (Version April-2016)

(-- Contd.) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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

#### 14. QUALITY REQUIREMENT.

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

#### 15. VALIDITY.

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

#### 16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids/quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount/revised offer/bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer/bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.

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

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

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

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

#### 17. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR/GR/BL/AWB, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur Haridwar (Uttarakhand -India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

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## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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### 18. RISK PURCHASE.

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

### 19. FORCE MAJEURE CLAUSE.

- a) Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war, flood, riots, earthquake, any other act of God, change in Government Policies, terrorist attack etc. or any other circumstances beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.
- b) The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.
- c) Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract remains suspended under Clause Force Majeure for more than six months.

### 20. NON-DISCLOSURE AGREEMENT.

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

### 21. SETTLEMENT OF DISPUTES/ARBITRATION.

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

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

### 22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

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

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General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)  
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<p><b>23. CONDITIONS FOR AVAILING MICRO &amp; SMALL ENTERPRISES (MSE'S) BENEFITS.</b></p> <p>a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."</p> <p>b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration :-</p> <p>c) Valid NSIC Certificate or</p> <p>d) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or</p> <p>e) EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.</p> <p>f) However, credentials of all MSE suppliers will be verified before advancing the intended benefits.</p> <p>g) MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.</p>	<p>h) In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer 20% of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then 20% quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.</p> <p>i) While distributing the 20% quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.</p> <p>j) In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost .</p> <p>k) In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.</p> <p>l) If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.</p>
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Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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### 24. INFORMATION TO THE BIDDERS.

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

### 25. NOTE.

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

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

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