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INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY


1. SCOPE OF ENQUIRY

Sealed Bids are invited from the bidders for the supply of item 'Continuous Ambient Air Quality Monitoring System (CAAQMS)' as per requirement mentioned below:

Sl. No.	Material Code & Item Description	Qty.	Delivery Date
1	D55995236555 Sulphur Dioxide (SO2) Analyser for CAAQMS	8 Nos.	30/06/2018
2	D55995236512 Nitrogen Analyser for CAAQMS	8 Nos.	30/06/2018
3	D55995236490 CO Analyser for CAAQMS	7 Nos.	30/06/2018
4	D55995236482 CO2 Analyser for CAAQMS	7 Nos.	30/06/2018
5	D55995236520 Ozone Analyser for CAAQMS	1 No.	30/06/2018
6	D55995236539 PM 2.5 Analyser for CAAQMS	7 Nos.	30/06/2018
7	D55995236547 PM10 Analyser for CAAQMS	7 Nos.	30/06/2018
8	D55995236571 Central DAS System for CAAQMS	1 No.	30/06/2018
9	D55995236580 Data Acquisition System for CAAQMS	8 Nos.	30/06/2018
10	D55995236598 Electronic Display Board for CAAQMS	6 Nos.	30/06/2018
11	D55995236474 Meterological Monitoring System for CAAQMS	1 No.	30/06/2018
12	D55995236601 Multi-Point Gas Calibrator for CAAQMS	8 Nos.	30/06/2018
13	D55995236610 Analyser Shelter for CAAQMS	7 Nos.	30/06/2018
14	D55995236628 Uninterrupted Power Supply for CAAQMS & DAS	8 Nos.	30/06/2018
15	D55995236568 SPM - TSP Analyser for CAAQMS	1 No.	30/06/2018

2. PROJECT INFORMATION

Project Name	4 x 270 MW Bhadradri TPS, Telangana
Name of End Customer	Telangana State Power Generation Corp. Ltd. (TSGENCO)
Custom Duty Status	Merit

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3. EARNEST MONEY DEPOSITE (EMD)

- 3.1 Interested vendors must submit their offer along with the following Earnest Money Deposit (EMD) in a separate sealed envelope:

Details	Amount In INR	Amount in Foreign Currency	Type
EMD	INR 2,00,000/- (INR Two Lacs only)	Equivalent amount	Refundable

- 3.2 EMD should be submitted in the form of demand draft/Pay Order/Cash (as permissible under Income Tax Act). The Drafts shall be drawn in favor of "BHEL Haridwar". In case of foreign bidders, E- payment is also acceptable. For E-Payment, the RTGS details are as mentioned below:

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

- 3.3 Bidders already registered at BHEL Haridwar (i.e. PMD Vendors PR066) for this item/package are exempted from submission of the EMD.
- 3.4 MSE Suppliers/Central / State – PSUs / Government departments are exempted from submission of the EMD.
- 3.5 Bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value shall not be considered for further evaluation.
- 3.6 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be refunded after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening (PART-I).

4. PRE-QUALIFICATION REQUIREMENT (PQR)


The Pre-Qualification Requirements have been compiled and placed at **ANNEXURE-A**. All the bidders should ensure submission of complete details and documents as called for in the same. The offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.

5. TECHNICAL REQUIRMENT

Please quote your valuable offer as per BHEL Product Purchase Specification Nos. **PR00502** (Rev. 00), **PR00498** (Rev. 00), **PR00496** (Rev. 00), **PR00495** (Rev. 00), **PR00499** (Rev. 00), **PR00500** (Rev. 00), **PR00501** (Rev. 00), **PR00504** (Rev. 00), **PR00505** (Rev. 00), **PR00506** (Rev. 00), **PR00507** (Rev. 00), **PR00509** (Rev. 00), **PR00510** (Rev. 00), **PR00511** (Rev. 00), **PR00503** (Rev. 00) and **Annexure-2** (Rev. 00) (**Enclosed as ANNEXURE-B**).

Note: Vendors have also to cover all the points as given in Product Purchase Specification 'Annexure-2' while quoting the offer.

Bidder ensured that each page of the documents submitted with the offer/bid is signed and stamped by authorized representative.

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6. SUBMISSION OF OFFER

- 6.1 Only English version of all documents would be valid & binding.
- 6.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.
- 6.3 Name of vendor's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
- 6.4 Tenders are to be submitted in Two Parts and Part-I (Techno-Commercial Bid, as detailed below) will be opened first. The offers are to be submitted on or before the Due Date and time, as detailed below:

[A] PART-I: PRE-QUALIFICATION REQUIREMENT (PQR) & TECHNO-COMMERCIAL BID


Comprising of following documents:

- a. Earnest Money Deposit (EMD)/details of EMD in case of E-Payment.
- b. Bidders are required to furnish requisite details and supporting documents as specified in **Pre-Qualification Requirements (PQR)** for meeting the same. The Pre-Qualification requirements is as per enclosed **ANNEXURE-A**.
- c. Complete Technical offer with relevant documents etc. (as per specification attached as **ANNEXURE-B**).
- d. **"INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY"** and **"GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry)"** are an integral part of this enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be necessarily submitted along with the offer. Deviations if any are to be listed out separately.
- e. Commercial Terms & Conditions.
- f. Any Deviation with reference to technical requirements/specification to be laid down on separate sheet. Acceptance of such technical deviations would be at the discretion of BHEL.
- g. Un-Priced replica of Price Bid (as per Annexure-C) writing **QUOTED** against each item.
- h. Documents for taking up Customer approval (as per clause 21.2 of this document).**
- i. **Supplier Registration Form (SRF):** Online Registration Portal is operational in BHEL. Bidders not registered at BHEL, Haridwar for this item, have to apply through Online Registration portal, <https://supplier.bhel.in/>. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and the application submitted for registration. One set of hard copy of the filled up Supplier Registration Form (SRF) downloaded from Online Registration Portal duly signed and stamped has to be submitted along with the offer.

Note: The SRF complete in all respects, should be submitted necessarily before price bid opening. The bidders registered at BHEL for this item (i.e. PMD Vendors PR066) are exempted from submission of the SRF.

[B] PART-II: PRICE-BID

Containing Prices as per enclosed Price Bid format **Annexure-C** is to be submitted in original, strictly as per enquiry conditions for complete scope of tender enquiry.

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- 6.5 Following shall be super scribed on the envelopes which shall be addressed by name and designation to the official inviting tender:

PART-I (refer clause 5.4 [A]) :

1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID WITH PQR".

PART-II (refer clause 5.5 [B])

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

- 6.6 Parts – I & II shall be submitted in separate sealed covers duly superscribed as indicated above and shall be enclosed further in a main cover duly sealed and superscribed as:

“OFFER FOR (ITEM NAME) AGAINST ENQUIRY NO. DUE ON CONTAINING PART-I & PART-II Bids”. Vendor’s full name and address should be clearly mentioned on the envelope.


- 6.7 Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.

- 6.8 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:

To,

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

- 6.9 Tender opening is scheduled to start in the Tender Room at 2:00 PM (IST), on the due date. Therefore bid/quotations must reach this office / tender Box latest by 1:45 PM (IST) 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.
- 6.10 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.
- 6.11 **PART-I (Techno-Commercial bid with PQR)** will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of tenderers who may like to attend. Incomplete offers are liable to be rejected.
- 6.12 **Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements mentioned in our Enquiry and who have submitted the EMD as stipulated in clause 3 above.** The Pre-Qualification requirements have been compiled in enclosed **ANNEXURE-A**.
- 6.13 *After opening of the techno-commercial offer, the offers would be evaluated by BHEL and acceptance shall be subject to End Customer (TSGENCO) approval. Price Bid shall be opened only of the Customer approved vendors.*

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6.14 *BHEL reserves the right to reject any of the offers of vendor without any obligations/eligibility of the vendor, if BHEL customer does not approves the credential of vendors.*

6.15 All correspondence thereof, shall be addressed to the following persons:

<p>Mr. Gurdeep Singh Designation: Dy. Engineer (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: singhg@bhelhwr.co.in Tel: +91 1334 28 1690</p>	<p>Mr. Shailendra Kumar Designation: Sr. Manager (PPX-BOI) 4th Floor, Main Administrative Building HEEP, BHEL Hardwar- 249403 Uttarakhand, India Email ID: shail@bhelhwr.co.in Tel: +91 1334 28 1362</p>
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6.16 Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.

6.17 Bidder shall not be allowed to carry camera/laptop in the tender room. The use of Mobile Phone is also restricted in the Tender Room.

6.18 Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.

6.19 As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot 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).

6.20 Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.

7 RIGHT OF ACCEPTANCE

7.1 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.


7.2 Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer/bid submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.

7.3 Unsolicited discounts/revised offers given after enquiry opening (i.e. Part-I bid opening) shall not be accepted.

7.4 In case there is no change in the technical scope and/or specifications and/or commercial terms & conditions, the bidder/s shall not be allowed to change his/their price bid after the due date (i.e. Part-I bid opening).

7.5 In case of changes in scope and/or technical specification and/or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.

7.6 In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then

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their latest price bid shall prevail. However in such condition their original price bid will necessarily be opened.

- 7.7 After technical & commercial examination of the offers received and clarifications obtained (if required), Part-II (Revised Price Bid/ Original Price Bid along with Price Impact and Discount, if any) shall be opened, for which the date and time shall be intimated to technically and commercially acceptable bidders in case of public opening. BHEL may opt to finalise the prices through Reverse Auction amongst technically and commercially acceptable bidders. BHEL reserves the right to open the earlier price bids, if any, submitted by the bidder(s), if required.
- 7.8 No correspondence shall be entertained from the tenderers after opening of Part-II (Price bid), except clarifications (if any) asked by BHEL in writing.

8 BASIS OF QUOTATION

For Supplies from outside India:

The prices are necessarily to be quoted on FCA as well as CFR Mumbai (India) basis.

For Supplies from within India:

The prices are to be quoted on Ex-Works with freight Pre-paid up to destination basis. The goods must be dispatched through any Bank approved transporters having their branch at Haridwar. The names and addresses of transporters approved by IBA as well as BHEL are posted at our website www.bhelhwr.co.in. 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. No demurrage charges would be borne by BHEL.


Vendors should quote Packing & Forwarding charges, if any, as well as Freight charges, if any. In case the offer is silent regarding these charges, then, **the same would be considered to be inclusive in the offer.** In such case, no separate above charges would be payable to the supplier (in the event of ordering) and Packing, Forwarding and Transportation has to be arranged by supplier at their own cost.

9 OFFER VALIDITY

The offer is to be submitted with a validity of 180 days from the date of opening of techno-commercial offers (Part-I Offer). BHEL will reserve the right to reject the offer, quoting validity less than 180 days.

10 PRICES & PRICE SCHEDULE

- 10.1 **The prices are to be quoted on firm basis. BHEL will reserve the right to reject the offer of the vendors not quoting the prices on Firm basis.**
- 10.2 Bidder shall closely peruse all clauses & specifications etc. indicated in tender documents before quoting. In case of any doubt about meaning of any portion of tender specifications or discrepancies or omissions in tender document or clarifications regarding scope of work etc., the official(s) inviting the tender can be contacted for clarifications, before submitting the offer.
- 10.3 The breakup of prices shall be necessarily submitted as per enclosed **PRICE BID FORMAT (Annexure-C)**.
- 10.4 The prices for foreign scope of supply & services (i.e. from outside India) should be quoted in Euro/USD/JPY/UK Pound/ SF/Singapore Dollar or any other Internationally Freely Tradable Currency only.

	<p align="center">PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 1690/1362</p>	<p>ENQUIRY NO. R/5599/2017/3201V/1 DATE OF ISSUE OF ENQUIRY: 06/01/2018 ENQUIRY DUE DATE: 27/01/2018 (BY 1345 HRS IST)</p>
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- 10.5 In the Price Breakup source of billing, source country of supply, Currency of quotation, separate FOB & CFR Mumbai (India) Charges (for imported shipment) and rate of all applicable taxes & duties, should be clearly mentioned.
- 10.6 Transit Insurance (both Marine & Inland) would be arranged by BHEL.
- 10.7 Tenderer shall quote the rates in English language and international numerals only. Total Price shall be entered in figures as well as in words. All entries in the tender shall either be typed or written legibly in ink. Cancellations, corrections, insertions, erasures, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.

11 APPLICABLE TAXES & DUTIES:

Details of applicable taxes & duties are to be mentioned as per clause 11 of General Instructions and Standards Terms & Conditions for bidding against tender enquiry (GISTC), Rev 01.

In this regard, following is to be specifically mentioned in the offer:

- GST Registration number
- Address of Principal place of Business
- Type of Business
- HSN code, its description & rate of applicable GST for the offered material.
- Whether registered under Composite Scheme of GST (Y/N)


It should be noted that the evaluation of the offers shall be done considering the taxation/benefit as applicable under GST.

12 EVALUATION CRITERIA

- 12.1 Evaluation will be done considering all the items (i.e. taking all material codes together) on **Total Landed Cost to BHEL upto project site** (considering Total Material value, Taxes & duties, Freight, Insurance, I&C charges and Commercial Loading, if any etc.).

Note: Vendors have to quote all the items indicated in enquiry falling to which offer would not be considered.

- 12.2 Import Offers (supply portion offered on FCA as well as CFR Mumbai (India) basis) shall be loaded for Transit Insurance, Airport Handling/Clearing Charges, applicable custom duties for the project, freight element and other charges involved for delivery up to Project Site as following:
- Transit Insurance - @ 0.01% of FCA value
 - Airport handling/clearing charges - @ 1% of CIF value.
 - Custom Duty (including GST): As prevailing on date of price bid opening.
 - Inland Freight & Insurance (from Mumbai to respective site): As per applicable rate of BHEL transportation contract/ standard practice at BHEL/GISTC, whichever is higher.
- 12.3 For evaluation (of offers quoted in Foreign Currency), Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I bid) shall be considered. If the relevant day happens to be a bank holiday, then the Forex rate as on the previous bank (SBI) working day shall be taken.

	<p align="center">PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 1690/1362</p>	<p>ENQUIRY NO. R/5599/2017/3201V/1 DATE OF ISSUE OF ENQUIRY: 06/01/2018 ENQUIRY DUE DATE: 27/01/2018 (BY 1345 HRS IST)</p>
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13 PAYMENT TERMS

13.1 STANDARD PAYMENT TERMS (For both Foreign & Indigenous Bidders):

Material Portion: 100% payment shall be made after receipt and acceptance of material at site against submission of PBG @ 10% of Order value valid till entire Guarantee period. PBG would be submitted before the negotiation of documents. The PBG acceptance/receipt certificate will form part of negotiable documents. The PBG will be in BHEL format and from one of the BHEL consortium banks.

Installation & Commissioning Portion: 100% payment against receipt of work completion certificate/successful commissioning certificate, signed by BHEL representative at site.


13.2 The payment may be claimed thru bank (i.e. CAD) or directly to BHEL. In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account.

13.3 **For Foreign Bidders:** In case Bidders insists Payment thru Letter of Credit, BHEL may agree for Un-Confirmed and Irrevocable Letter of Credit and will; be opened 60 days prior to the scheduled delivery and will be valid for 90 days.

13.4 **For Indian Bidders:** Payment thru Letter of Credit (LC) will not be allowed. BHEL reserves the right to either reject the offer or load the offer of Indian bidders insisting payment thru LC.

13.5 **Loading for Deviation in Payment terms (for both Indian & Foreign Bidders):** BHEL reserves the right to load the offers of vendors for deviation in payment terms mentioned in the enquiry. Base rate of SBI (as on 31st March 2017) + 6% per annum, shall be considered for loading for the period of relaxation sought by bidders. Loading would be done on basic cost of items, as per table given below:

Payment		Days of Loading
After Receipt & Acceptance of material at Site (Indian/Foreign Bidders)		No Loading
Against Delivery at BHEL Site (against Material Receipt Certificate) (Indian/Foreign Bidders)		15
Against documents through bank (CAD):	Foreign Bidders	45
	Indian Bidders	30
Letter of Credit (LC)	Foreign Bidders	60
	Indian Bidders (if allowed under exceptional circumstances)	45
Usance LC	Foreign Bidders	No Loading if usance period is > 45 Days.
		Loading of days difference i.e difference between 45 days and usance period if the usance period is < 45 days
	Indian Bidders (if allowed under exceptional circumstances)	No Loading if usance period is > 60 Days.
		Loading of days difference i.e difference between 60 days and usance period if the usance period is < 60 days

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14 GUARANTEE CLAUSE

14.1 Guarantee Period: The equipment shall be guaranteed as per **clause 2.2** of Product Purchase Specification No. **PR00504** (Rev. 00); **clause 3.1** of Product Purchase Specification No. **PR00511** (Rev. 00); **clause 3.2** of Product Purchase Specification Nos. **PR00502** (Rev. 00), **PR00498** (Rev. 00), **PR00496** (Rev. 00), **PR00495** (Rev. 00), **PR00499** (Rev. 00), **PR00500** (Rev. 00), **PR00501** (Rev. 00), **PR00505** (Rev. 00), **PR00506** (Rev. 00), **PR00507** (Rev. 00), **PR00510** (Rev. 00), **PR00503** (Rev. 00) and **clause 3.3** of Product Purchase Specification No. **PR00509** (Rev. 00).

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 free of cost, if required.

14.2 In case of damage in transit due to inadequacy in packing / loading on truck/trailer, it will be vendor's responsibility to replace defective / damaged material on F.O.R. site basis, without any additional charges to BHEL. Please confirm.

14.3 In case of damage due to reasons other than inadequacy in packing/loading, you are required to depute your representative at site / place of damage at the time of insurance survey to ascertain and confirm the extent of damage. Please confirm

15 INSTALLATION & COMMISSIONING

15.1 Please note that Installation & Commissioning of the equipment is required as per **clause 8.1** of Product Purchase Specification '**Annexure-2**' at 270 MW Bhadradi TPS (Telangana, India) project site.

15.2 Kindly confirm that Lumpsum I&C charges for complete scope of work (inclusive of everything i.e. conveyance, lodging and boarding etc. and irrespective of no. of man-days) has been quoted separately in your offer. These charges would be payable only after successful Installation & Commissioning of the equipment at site.

The above charges for Installation & commissioning shall be considered during Price evaluation.

16 O&M MANUAL REQUIREMENT


O&M Manual of the equipment shall be provided as per **clause 8.2** of Product Purchase Specification '**Annexure-2**' alongwith the equipment.

17 MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)

Material shall be dispatched only after issuance of Material dispatch clearance certificate (MDCC) by BHEL. For issuance of MDCC, you are required to submit the set of documents (i.e. Packing List, Test certificate, Calibration certificate & Guarantee certificate) to BHEL in 14 days advance for review and release of MDCC by BHEL before dispatch of the consignment.

18 DELIVERY PERIOD

Material is required as per delivery schedule mentioned in the enquiry. However, you are requested to offer your best possible delivery in number of weeks from the date of Purchase Order.

	<p align="center">PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 1690/1362</p>	<p>ENQUIRY NO. R/5599/2017/3201V/1 DATE OF ISSUE OF ENQUIRY: 06/01/2018 ENQUIRY DUE DATE: 27/01/2018 (BY 1345 HRS IST)</p>
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19 PENALTY FOR LATE DELIVERY

- 19.1 In case of delay in supply of material beyond the agreed contractual delivery, Penalty for Late Delivery would be applicable @ 0.5% of the **total order value** per week of delay or part thereof subject to a maximum of 10% of the **total order value**.
- 19.2 For Supplies from outside India, the date of OBL (Original Bill of Lading)/ Air Way Bill (AWB) would be treated as the date of delivery for penalty purposes.
- 19.3 For Supplies within India, the date of GR (Goods Receipt)/ LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.
- 19.4 In case of dispatch thru BHEL un-approved transporter (for indigenous supplies), receipted GR/LR from Project Site would be required for processing of the invoice. In such case, no demurrage charges would be borne by BHEL.
- 19.5 In case of any deviation to the above penalty clause, BHEL reserves the right to load the offers to the extent to which it is not agreed by vendors (at offered value).

20 CUSTOMER APPROVAL

- 20.1 The final acceptance of the offers shall be subject to vendor approval by End Customer (TSGENCO). BHEL will open the Price Bids of only those vendors who are finally approved by the end customer.
- 20.2 Following documents should be submitted along with your offer for taking up approval with the end Customer (after qualification of PQR and acceptance by BHEL):
 1. Make of the equipment offered
 2. Brief about the Vendor/Company/Organization
 3. Financial data for last three years (Balance Sheet etc.)
 4. List of Customer where similar item is supplied in last three years alongwith performance/Installation certificate.

21 INTEGRITY PACT

- 21.1 IP is a tool to ensure that activities and transactions between the Company and its bidders/Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) has been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be preliminary qualification.

Details of IEM for this tender is furnished below:

Name: Shri D.R.S. Chaudhary


Address: Flat No. L-202 & L-203 (1st Floor), Ansal Lake View Enclave, Shamla Hills, Bhopal 462013 (M.P.)

Email: dilip.chaudhary@icloud.com

Phone: +91 755 4050495

- 21.2 Please refer Section-8 of the IP Role & Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries etc. on the tender issued. All such clarifications/issues shall be addressed directly to the tender issuing (procurement) department.

	<p align="center">PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 1690/1362</p>	<p>ENQUIRY NO. R/5599/2017/3201V/1 DATE OF ISSUE OF ENQUIRY: 06/01/2018 ENQUIRY DUE DATE: 27/01/2018 (BY 1345 HRS IST)</p>
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22 REVERSE AUCTION

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 to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional 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.

Detailed terms and conditions for RA are enclosed (refer **Annexure-D**)

23 SETTLEMENT OF DISPUTES /ARBITRATION :

For Supplies from outside India:

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 or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under the clause. The seat or place of arbitration shall be Haridwar, 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.

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

For Supplies from within India:


In case 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.

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

BHEL reserves the right to reject the offer in case bidder does not agree to the arbitration clause.

24 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

	<p align="center">PPX-BOI DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED HEEP: HARDWAR-249 403 (Uttarakhand) FAX: +91 1334 226084/226462 TEL: +91 1334 28 1690/1362</p>	<p>ENQUIRY NO. R/5599/2017/3201V/1 DATE OF ISSUE OF ENQUIRY: 06/01/2018 ENQUIRY DUE DATE: 27/01/2018 (BY 1345 HRS IST)</p>
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will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

25 DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN BHEL

Offers of the bidders, who are on the banned list, as also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

26 PRE-BID MEETING :

Pre-Bid clarifications & deviations (if any) should be sought within 10 days of issue of the enquiry. Bidders to compile all clarifications, if any, preferably in single communication. The clarifications would be provided within 3 days of receipt of queries. Bidders may also have across the table discussions for seeking pre-bid clarifications (if required).

27 IMPORTANT NOTE

INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY are to be read along with GISTC (for both Foreign & Indian Bidders). A signed & stamped copy of these documents as a token of acceptance is to be submitted along with the offer. In the event of contradiction of terms and conditions mentioned, the order of preference shall be INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY followed by GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry).

Kindly ensure the timely submission of your offer (by 1345 Hrs IST on the due date) and note that Late Offers shall not be entertained under any circumstances.

28 List of Enclosures

- i. INSTRUCTION TO BIDDERS & SPECIAL TERMS OF ENQUIRY
- ii. Pre-Qualification Requirement (**Annexure-A**) - No. of Pages: 01
- iii. Technical Specification (**Annexure-B**) - No. of Pages: 24
- iv. Price Bid Format (**Annexure-C**) - No. of Pages: 01
- v. Terms & Conditions of Reverse Auction (**Annexure-D**) - No. of Pages: 01
- vi. GISTC (For Foreign Bidders) - No. of Pages: 10
- vii. GISTC (for Indigenous Bidders) - No. of Pages: 09
- viii. PBG format and List of BHEL consortium Bank - No. of Pages : 03
- ix. Format of Integrity Pact - No. of Pages : 08

For and on behalf of BHEL, Hardwar

(Shailendra Kumar)
Sr. Manager (PPX/BOI)

ITEM : CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM**Indent No. 20173201****Pre- Qualifying Requirement (PQR):**


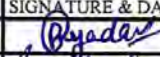
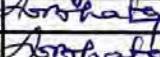
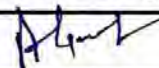
1. The vendor should have satisfactorily supplied at least two Continuous Ambient Air Quality Monitoring System in last five years. Copy of Purchase Orders as well as successful Installation and Commissioning Report from the client/clients alongwith their contact details to be submitted with the offer.
2. The vendor shall submit documentary evidence of turnover of last three years. The average annual turnover should not be less than Rs. 1.5 Crore.

Ryadav
31/10/17
(R.S.Yadav)
Dy. Manager (PCRI)


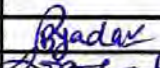
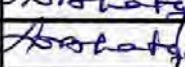

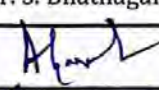
S. Bhatnagar
31/10/17
(Dr. S. Bhatnagar)
SDGM(PCRI-AL)


Ambrish Goel
31/10/17
(Ambrish Goel)
AGM (PCRI-Labs)




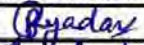
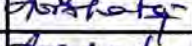
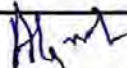
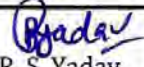
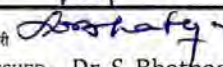
दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश		PR00502	
		PRODUCT PURCHASE SPECIFICATION		पृष्ठ	1 का 1
SUPERSEDES INVENTORY NO.	CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM- SULPHUR DIOXIDE (SO ₂) ANALYZER				
सामग्री सूची संख्या को अधिकृत किया गया है	1.0 Application: Continuous measurement of SO ₂ in ambient air.				
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	2.0 TECHNICAL SPECIFICATION :				
	SULPHUR DIOXIDE (SO ₂) ANALYZER BASED ON UV FLUORESCENCE				
	2.1 Range : 0 - 5 PPM, user selectable for any in between ranges with auto ranging				
	2.2 Display : LCD				
	2.3 Linearity : $\pm 1\%$ of Span or better				
	2.4 Accuracy : ± 1 ppb or better				
	2.5 Lower Detectable Limit : 2 ppb				
	2.6 Operating Temperature Range: 0 to 55 degree Celsius				
	2.7 Power Requirement: 230 VAC $\pm 10\%$				
	2.8 Mounting: Standard 19" with telescopic slide.				
2.9 Output : RS232 port for data transfer to be provided					
विकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारता भारती इलेक्ट्रिकल्स की संपत्ति है इसका प्रसार एवं उपयोग रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में लक्ष्यकारक हो न किया जाए।	3.0 Quality Assurance: Calibration and Test certificate for all the analyser should be supplied along with the equipment.				
	3.1 The Vendor should give the Compliance sheet of the quoted items as per the specifications.				
	3.2. Guarantee: The equipment shall be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is earlier. Failing to comply to the Guarantee clause the offer will be rejected straightway.				
समस्त विभाग AGREED DEPTT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	निर्माणकर्ता PREPARED BY	नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE
			जांचकर्ता CHECKED BY	R. S. Yadav	
			पर्यवेक्षणकर्ता SUPERVISED BY	Dr. S. Bhatnagar	
			स्वीकृति APPROVED : Ambrish Goel		
REV.NO.	00		निर्माण PREPARED : R. S. Yadav	जारी ISSUED : Dr. S. Bhatnagar	दिनांक DATE : 12.12.2016
Dt.	12.12.2016				

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश		PR00496	
		PRODUCT PURCHASE SPECIFICATION		पृष्ठ Page	1 1 of 1
सुपरीसेड INVENTORY NO.	<p align="center">CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM -CO ANALYZER</p> <p>1.0 Application: Continuous measurement of CO in ambient air.</p> <p>2.0 TECHNICAL SPECIFICATION :</p> <p>2.1 Measuring Principle: Non Dispersive Infra Red Spectroscopy.</p> <p>2.2 Range: 0 - 1000 PPM, programmable.</p> <p>2.3 Linearity : $\pm 1\%$ of Span or better</p> <p>2.4 Accuracy : ± 1ppb or better</p> <p>2.5 Display: LCD.</p> <p>2.6 Lower Detectable Limit: 0.04 PPM</p> <p>2.7 Operating Temperature Range: 0 to 55 degree Celsius</p> <p>2.8 Power Requirement: 230 VAC$\pm 10\%$</p> <p>2.9 Mounting: Standard 19" with telescopic slide.</p> <p>2.10 Output : RS232 port for data transfer to be provided.</p> <p>3.0 Quality Assurance: Calibration and Test certificate for the analyser should be supplied along with the equipment.</p> <p>3.1 The Vendor should give the Compliance sheet of the quoted items as per the specifications.</p> <p>3.2. Guarantee: The equipment shall be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is earlier. Failing to comply to the Guarantee clause the offer will be rejected straightway.</p>				
सुपरीसेड को अधिकृत करता है					
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited It must not be used directly or indirectly in any way detrimental to the interest of the company					
विकार एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत भारती इलेक्ट्रिकल्स की संपत्ति है इसका प्रसार एवं उपयोग के बिना किसी भी तरह प्रयोग, जो कि कंपनी के हित में हितकारक हो न किया जाए ।					
हस्ताक्षर एवं SIGN & DATE					
सुपरीसेड संख्या INVENTORY NO.	सहमत विभाग AGREED DEPTT.		नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	पर्यवेक्षक SUPERVISED BY
REV.NO.		00	APPROVED : Ambrish Goel		
Dt.		12.12.2016	निर्माण PREPARED : R. S. Yadav		
			जारी ISSUED : Dr. S. Bhatnagar		
			दिनांक DATE : 12.12.2016		

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश		PR00499			
				पृष्ठ	1	का	1
SUPERSEDES INVENTORY NO.	सामग्री पूर्वी संख्या को अपडेटिंग करना है	PRODUCT PURCHASE SPECIFICATION		Page	1	of	1
<p align="center">CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM -OZONE ANALYSER</p> <p>1.0 Application: Continuous measurement of Ozone in ambient air.</p> <p>2.0 TECHNICAL SPECIFICATION :</p> <p>2.1 Measuring Principle: Based on UV Photometric</p> <p>2.2 Range : 0 – 10 PPM</p> <p>2.3 Linearity : $\pm 1\%$ of Span or better</p> <p>2.4 Accuracy : ± 1ppb or better</p> <p>2.5 Display: LCD.</p> <p>2.6 Lower Detectable Limit : <1.0 ppb</p> <p>2.7 Operating Temperature Range: 0 to 55 degree Celsius</p> <p>2.8 Power Requirement: 230 VAC$\pm 10\%$</p> <p>2.9 Mounting: Standard 19" with telescopic slide</p> <p>2.10 Output : RS232 port for data transfer to be provided.</p> <p>3.0 Quality Assurance: Calibration and Test certificate for the analyser should be supplied along with the equipment.</p> <p>3.1 The Vendor should give the Compliance sheet of the quoted items as per the specifications.</p> <p>3.2. Guarantee: The equipment shall be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is earlier. <i>Failing to comply to the Guarantee clause the offer will be rejected straightway.</i></p>							
<p>3.0 Quality Assurance: Calibration and Test certificate for the analyser should be supplied along with the equipment.</p> <p>3.1 The Vendor should give the Compliance sheet of the quoted items as per the specifications.</p> <p>3.2. Guarantee: The equipment shall be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is earlier. <i>Failing to comply to the Guarantee clause the offer will be rejected straightway.</i></p>							
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सामग्री पूर्वी संख्या INVENTORY NO.				निर्माणकर्ता PREPARED BY	R. S. Yadav		
				जांचकर्ता CHECKED BY	Dr. S. Bhatnagar		
				पर्यवेक्षक SUPERVISED BY	Dr. S. Bhatnagar		
				स्वीकृति APPROVED : Ambrish Goel			
	REV.NO.	00		निर्माण PREPARED : R. S. Yadav	जारी ISSUED : Dr. S. Bhatnagar	दिनांक DATE : 12.12.2016	
	Dt.	12.12.2016					

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		PRODUCT PURCHASE SPECIFICATION		पृष्ठ 1 का 1 Page 1 of 1																																				
SUPERSEDES INVENTORY NO.	CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM-PM2.5 ANALYSER																																							
सामग्री सूची संख्या को अंगीकारित करना है	1.0 Application: Continuous measurement of PM2.5 in ambient air.																																							
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	2.0 TECHNICAL SPECIFICATION :																																							
	2.1 Measuring Principle: Continuous and simultaneous particulate collection through Beta ray attenuation.																																							
	2.2 Range: 0 - 10000 $\mu\text{g}/\text{m}^3$																																							
	2.3 Accuracy : $\pm 2 \mu\text{g}/\text{m}^3$ or better																																							
	2.4 Display: LCD																																							
	2.5 Minimum Detectable Limit: $<1 \mu\text{g}/\text{m}^3$ (24 hours average) $<4 \mu\text{g}/\text{m}^3$ (1 hour average)																																							
	2.6 Measurement Cycle: Single Filter spot in position for 24 hours																																							
	2.7 Operating Temperature Range: 0 to 55 degree Celsius																																							
	2.8 Power Requirement: 230 VAC $\pm 10\%$																																							
	2.9 Output : RS232 port for data transfer to be provided.																																							
विकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत हेवी इलेक्ट्रिकल्स की संपत्ति है इस्तेमाल करना एवं प्रसारण करना उसे किसी भी तरह प्रयोग, जो कि कंपनी के हित में अधिकारक हो न किया जाए।	3.0 Quality Assurance: Calibration and Test certificate for the analyser should be supplied along with the equipment.																																							
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हस्ताक्षर एवं SIGN & DATE	<table border="1"> <tr> <td></td> <td></td> <td></td> <td>नाम NAME</td> <td>दिनांक एवं हस्ताक्षर SIGNATURE & DATE</td> </tr> <tr> <td></td> <td></td> <td></td> <td>निर्माणकर्ता PREPARED BY</td> <td>R. S. Yadav</td> </tr> <tr> <td></td> <td></td> <td></td> <td>जांचकर्ता CHECKED BY</td> <td>Dr. S. Bhatnagar</td> </tr> <tr> <td>सहमत विभाग AGREED DEPTT.</td> <td>नाम NAME</td> <td>दिनांक एवं हस्ताक्षर DATE & SIGNATURE</td> <td>पर्यवेक्षक SUPERVISED BY</td> <td>Dr. S. Bhatnagar</td> </tr> <tr> <td colspan="3"></td> <td>स्वीकृति APPROVED : Ambrish Goel</td> <td></td> </tr> <tr> <td>REV.NO.</td> <td>00</td> <td></td> <td>निर्माण PREPARED : R. S. Yadav</td> <td>जारी ISSUED : Dr. S. Bhatnagar</td> </tr> <tr> <td>Dt.</td> <td>12.12.2016</td> <td></td> <td colspan="2">दिनांक DATE : 12.12.2016</td> </tr> </table>								नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE				निर्माणकर्ता PREPARED BY	R. S. Yadav				जांचकर्ता CHECKED BY	Dr. S. Bhatnagar	सहमत विभाग AGREED DEPTT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	पर्यवेक्षक SUPERVISED BY	Dr. S. Bhatnagar				स्वीकृति APPROVED : Ambrish Goel		REV.NO.	00		निर्माण PREPARED : R. S. Yadav	जारी ISSUED : Dr. S. Bhatnagar	Dt.	12.12.2016		दिनांक DATE : 12.12.2016	
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			जांचकर्ता CHECKED BY	Dr. S. Bhatnagar																																				
सहमत विभाग AGREED DEPTT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	पर्यवेक्षक SUPERVISED BY	Dr. S. Bhatnagar																																				
			स्वीकृति APPROVED : Ambrish Goel																																					
REV.NO.	00		निर्माण PREPARED : R. S. Yadav	जारी ISSUED : Dr. S. Bhatnagar																																				
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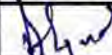
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SUPERSEDES INVENTORY NO. सामग्री पूर्वी संख्या को अपसूचीकृत करता है	CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM-PM10 ANALYSERS					
1.0 Application: Continuous measurement of PM10 in ambient air.						
2.0 TECHNICAL SPECIFICATION :						
2.1 Measuring Principle: Continuous and simultaneous particulate collection through Beta ray attenuation.						
2.2 Sampling System: Equipment to be supplied with inlet head for measurement of PM10.						
2.3 Range: 0 – 10000 $\mu\text{g}/\text{m}^3$						
2.4 Accuracy : $\pm 2 \mu\text{g}/\text{m}^3$ or better						
2.5 Display: LCD						
2.6 Minimum Detectable Limit: $< 1 \mu\text{g}/\text{m}^3$ (24 hours average) $< 4 \mu\text{g}/\text{m}^3$ (1 hour average)						
2.7 Measurement Cycle: Single Filter spot in position for 24 hours						
2.8 Operating Temperature Range: 0 to 55 degree Celsius						
2.9 Power Requirement: 230 VAC $\pm 10\%$						
2.10 Output : RS232 port for data transfer to be provided						
3.0 Quality Assurance: Calibration and Test certificate for all the analyser should be supplied along with the equipment.						
3.1 The Vendor should give the Compliance sheet of the quoted items as per the specifications.						
3.2. Guarantee: The equipment shall be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is earlier. Failing to comply to the Guarantee clause the offer will be rejected straightway.						
दिनांक एवं हस्ताक्षर SIGN & DATE	दिनांक एवं हस्ताक्षर SIGNATURE & DATE	नाम NAME		दिनांक एवं हस्ताक्षर SIGNATURE & DATE		
		निर्माणकर्ता PREPARED BY		R. S. Yadav		
जांचकर्ता CHECKED BY		Dr. S. Bhatnagar		दिनांक एवं हस्ताक्षर SIGNATURE & DATE		
पर्यवेक्षणकर्ता SUPERVISED BY		Dr. S. Bhatnagar		दिनांक एवं हस्ताक्षर SIGNATURE & DATE		
स्वीकृति APPROVED : Ambrish Goel		दिनांक PREPARED : R. S. Yadav		जारी ISSUED : Dr. S. Bhatnagar		
REV.NO. 00		Dt. 12.12.2016		दिनांक DATE : 12.12.2016		




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		PRODUCT PURCHASE SPECIFICATION		पृष्ठ Page	3 1	का of
SUPERSEDES INVENTORY NO.	CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM -CENTRAL DAS SYSTEM					
समग्री सूची संख्या को अभिधानित करना है	1.0 Application: Central Das System for AAQMS System.					
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bhatnagar Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	1.1 Central Station For AAQMS:					
	<p>(a) Monitoring and report generation of AAQMS for the whole power station shall be a centralized system and shall be carried out through a centralized PC based Data Acquisition system located at central control room. For this purpose, all individual analyser data from each AAQMS Stations shall be collected in a PC Based DAS by interfacing each AAQMS Stations by suitable wireless communication link (GSM Modem) through centralized DAS System.</p> <p>(B) Data Communication System For The Central Station:</p> <p>Data Communication system shall handle the data transmission of an ambient air quality network and receive incoming messages/ signals from remote Stations. The following additional features should be part of the system:</p> <ol style="list-style-type: none"> 1. To collect all the data from the remote Stations at prescribed time or on request. 2. Ability to manage multiple remote AAQMS Stations. 3. Monitoring, analyse, report generation and archiving of data. 4. To transmit the data to DCS OS. 5. To transmit the data to Electronic display board. <p>(C) Central AAQMS DAS system software shall have following features:</p> <ol style="list-style-type: none"> (i) Calculation of Arithmetic mean values, average values at different fixed intervals and user defined time periods like hourly / weekly/ monthly/early etc. for each remote Station. (ii) Calculation of pollution load and wind roses (by interfacing meteorological data). (iii) Generation of reports for at different fixed intervals like daily, weekly, annual etc. and for user defined periods. (iv) Generation of reports in the form of line / column charts/ tables/curves/ graphics etc. (v) Generation of reports for pollution load, wind rose, Station etc. (vi) Comparison of data of various parameters for the same monitoring station. (vii) Inter comparison of data between different monitoring Stations. (viii) Generation of reports for real time data and based on archived data. (ix) Display of real time (on-line momentary values) and archived values in tabular texts and graphic formats. (x) Facility for calibration windows for analyser calibration. (xi) Real time monitoring of status of all analysers and sensors with diagnostics for maintenance personnel. (xii) Alarm annunciation of analyser/sensor abnormal conditions. (xiii) Time synchronization with plant common GPS master clock. 					
समग्री सूची संख्या INVENTORY NO.	समस्त विभाग AGREED DEPTT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	निर्माणकर्ता PREPARED BY	नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE
				जाँचकर्ता CHECKED BY	R. S. Yadav	
				पर्यवेक्षणकर्ता SUPERVISED BY	Dr. S. Bhatnagar	
				स्वीकृति APPROVED :	Ambrish Goel	
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Dt.	12.12.2016			गारी ISSUED :	Dr. S. Bhatnagar	
						दिनांक DATE : 12.12.2016


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				पृष्ठ	3	का	2
SUPERSEDES INVENTORY NO.		PRODUCT PURCHASE SPECIFICATION		Page	2	of	3
संपत्ति सूची संख्या को अधिकृत किया है		1.2 Specification for CENTRAL STATION Software. <ul style="list-style-type: none"> ➤ Data Communication system shall handle the data transmission of an ambient air quality network and receive incoming messages / signals from remote stations. ➤ The following features shall be part of the system. ➤ To collect all the data from the remote stations at prescribed time or on request. ➤ Manage at least 5 or more remote air quality – monitoring Stations. ➤ It shall display multiple stations on –line data (momentary values) in tabular text and graphic format. 					
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company		1.3 Important features of the Software: <ol style="list-style-type: none"> 1. Data Management, analysis and reporting 2. Latest Microsoft Windows operating system. 3. 32 bit application. 4. Inter – Comparison of data between monitoring stations. 5. Comparison of data of various parameters for the same monitoring station. 6. Integrates charts, tables and graphics. 7. Provision for data backups facilities. 8. Provision for calculation of Arithmetic mean values, average. 1/2hr, 1hr,2hrs,3hrs,4hrs, 8hrs, 24 hrs, weekly, monthly and yearly. 9. Calculation of Pollution load 10. Reports of daily, weekly, annual and user defined period. 11. Reports of Pollution load and calibration 12. Line & column chart. 					
अधिकार एवं गोपनीय इस प्रलेख में दी गई सूचना भारत भारती इलेक्ट्रिकल्स की संपत्ति है इसका प्रस्ताव एवं अप्रस्ताव का या से किसी भी तरह प्रयोग, या कि कंपनी के हित में अधिकारकों को न किया जाए ।							
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			जांचकर्ता CHECKED BY	Ambrish Goel			



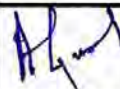
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SUPERSEDES INVENTORY NO. समझी सूची संख्या को अधिकारित करता है	<p>1.4 Data Representation of AAQM Station:</p> <p>Data logger with driver software should be provided with PC based data acquisition system suitable for storing, logging, reporting and printing data from the analysers.</p> <p>PC should have Minimum configuration as mentioned below:-</p> <ul style="list-style-type: none"> ➤ Intel i5 or higher ➤ RAM: 4 GB or higher ➤ Hard Disk: 500 GB or higher ➤ OS: Window 7 ➤ Monitor: 24" TFT color monitor ➤ Keyboard: Standard Windows Keyboard ➤ Mouse: Mouse + Pad ➤ Software: Windows based data logging/driver software with a provision to averaging out data at selectable interval and graphical representation of data. ➤ Laser jet printer Black and White 					
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	<p>2.0 Quality Assurance: Test certificate for the System should be supplied along with the equipment.</p> <p>2.1 The Vendor should give the Compliance sheet of the quoted items as per the specifications.</p> <p>2.2. Guarantee: The equipment shall be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is earlier.</p> <p><i>Failing to comply to the Guarantee clause the offer will be rejected straightway.</i></p>					
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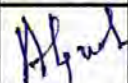
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SUPERSEDES INVENTORY NO.	CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM-DATA ACQUISITION SYSTEM																				
सामग्री सूची संख्या को अतिरिक्त करना है	1.0 Application: Data Acquisition System for AAQMS Station. 1.0 PC based Data Acquisition System: The DAS system for each AAQMS Station shall collect store and analyser air quality data from all instruments of the station. For these purpose all instruments shall be interfaced with local DAS system suitably either through a serial link or by hardware 1.1 Specification of Application Software: <ul style="list-style-type: none"> ➤ Calculation of arithmetic mean values, average values at different fixed intervals and user defined time periods like hourly/weekly/monthly/yearly etc. ➤ Calculation of pollution load and wind roses (by interfacing meteorological data wherever provided). ➤ Generation of reports for at different fixed intervals like daily, weekly, annual etc. and for user defined periods. ➤ Generation of reports in the form of line/ column charts / tables/curves/graphic etc. ➤ Generation of reports for pollution load, wind rose etc. ➤ Comparison of data of various parameters for the same monitoring station. ➤ Generation of reports for real time data and based on archived data. ➤ Display of real time (on-line momentary values) and archived values in tabular texts and graphic formats. ➤ Facility for calibration windows for analyser calibration. ➤ Real time monitoring of status of all analysers and sensors with diagnostics for maintenance personnel. ➤ Alarm annunciation of analyser / sensor abnormal conditions. ➤ Time synchronisation with plant common GPS master clock. 																				
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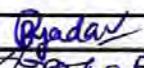
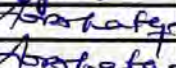

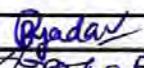
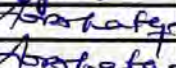

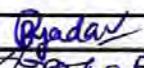
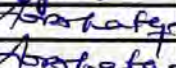

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सुपरसेडिंग INVENTORY NO.	समस्त सूची संख्या को अपडेटिंग करना है	1.2 <u>Important features of the Software:</u>			
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited It must not be used directly or indirectly in any way detrimental to the interest of the company	विकास एवं प्रसार SIGN & DATE	<ul style="list-style-type: none"> ➤ Data Management, analysis and reporting ➤ Latest Microsoft Windows operating system. ➤ 32 bit application. ➤ Inter - Comparison of data between monitoring stations. ➤ Comparison of data of various parameters for the same monitoring station. ➤ Integrates charts, tables and graphics. ➤ Provision for data backups facilities. ➤ Provision for calculation of Arithmetic mean values, average. 1/2hr, 1hr, 2hrs, 3hrs, 4hrs, 8hrs, 24 hrs, weekly, monthly and yearly. ➤ Calculation of Pollution load ➤ Reports of daily, weekly, annual and user defined period. ➤ Reports of Pollution load and calibration ➤ Line & column chart. 			
		1.3 <u>Data Representation of AAQM Station:</u>			
समस्त सूची संख्या INVENTOR Y NO.	REV.NO.	<p>Data logger with driver software should be provided with PC based data acquisition system suitable for storing, logging, reporting and printing data from the analysers.</p> <p>PC should have Minimum configuration as mentioned below:-</p> <ul style="list-style-type: none"> ➤ Intel i5 or higher ➤ RAM: 4 GB or higher ➤ Hard Disk: 500 GB or higher ➤ OS: Window 7 ➤ Monitor: 24" TFT color monitor ➤ Keyboard: Standard Windows Keyboard ➤ Mouse: Mouse + Pad ➤ Software: Windows based data logging/driver software with a provision to averaging out data at selectable interval and graphical representation of data. ➤ Laser jet printer Black and White 			
		निर्माणकर्ता PREPARED BY	R. S. Yadav		
		जांचकर्ता CHECKED BY	Ambrish Goel		


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समाप्ति सूची संख्या INVENTORY NO.	समाप्ति सूची संख्या को अपडेटिंग करना है	<p>2.0 Wireless Connectivity:</p> <ul style="list-style-type: none"> ➤ Data Acquisition System (DAS) would be equipped with wireless connectivity for RF/GSM Communication between Local and Central Station based on RF/GSM modems. ➤ Main data acquisition system shall be hooked on to end users existing LAN for transfer of data related to AAQMS system to plant network. ➤ Vendor shall obtain necessary approval for licenses authorizing the use of wireless communication equipment with specified frequencies. <p>3.0 Quality Assurance: Test certificate for the System should be supplied along with the equipment.</p> <p>3.1 The Vendor should give the Compliance sheet of the quoted items as per the specifications.</p> <p>3.2. Guarantee: The equipment shall be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is earlier.</p> <p><i>Failing to comply to the Guarantee clause the offer will be rejected straightway.</i></p>					
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	इस प्रोजेक्ट में सी सीई सुचना भारत हेवी इलेक्ट्रिकल्स की संपत्ति है इसका प्रस्ताव एवं अपडेटिंग इस से किसी भी तरह प्रयोग, जो कि कंपनी के हित में नुकसानकारक हो न किया जाए।						
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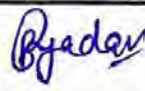
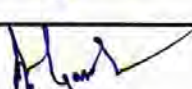
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सुपरसेड INVENTORY NO.				Page	1	of	3
समग्री सूची संज्ञा को अंगीकृत करता है		<p align="center">METEOROLOGICAL MONITORING SYSTEM (MMS)</p> <p>1.0 Application: Continuous monitoring of metrological data of ambient air.</p> <p>1.1 Meteorological Monitoring System (MMS)</p> <p>The System shall be providing in any one of the AAQMS station. Meteorological Mast of telescopic type and of specified height to be placed on the top of AAQMS station. The Mast is required for mounting the Meteorological Sensors. Necessary Hangers and Holders along electrical Grounding Set shall be provided for installation of the Sensors. Material of Construction of the Mast shall be metallic and robust and shall be resistant to atmospheric corrosion.</p> <p>1.2 Climatic and meteorological data shall be monitored within the plant premises at one location.</p> <p>The following parameters shall be monitored in each location:</p> <p>(a) Wind Direction-Wind Vane, potentiometric type- Resolution 1degree, Accuracy:±3 degree or better, SS shaft, Aluminum vane, Brass housing.</p> <p>(b) Wind Speed Sensor- Anemometer (3 cup), Frequency proportional to wind speed, Accuracy:±2% FSD or better, Brass Housing, SS Shaft.</p> <p>(c) Ambient Temperature Sensor-RTD type, Accuracy: ±0.2% degrees C, Weather Shield.</p> <p>(d) Ambient Pressure Sensor- Solid state pressure transducer.</p> <p>(e) Relative Humidity Sensor-Thin film capacitor type, Accuracy: ±3% FSD or better. Sintered filter, Weather Shield.</p> <p>(f) Rainfall Sensor (Rain Gauge) - Dual chamber tripping bucket, FRP body and funnel, SS Bucket.</p> <p>(g) Solar Radiation Sensor-Thermocouple and metal film type.</p> <p>1.3 Data Acquisition System(DAS)</p> <p>Functional requirement s of DAS shall be, but not limited to the following:</p> <p>i) Communication through Softlink to the analysers and monitors.</p> <p>ii) Automatic alarm messages through GSM</p>					
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	अधिकार एवं गोपनीय इस दस्तावेज में दी गई सूचना भारत भारती इलेक्ट्रिकल्स की सम्पत्ति है। इसका प्रसार एवं उपयोग के बिना या इससे किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाए।	दिनांक एवं हस्ताक्षर SIGN & DATE					
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			जांचकर्ता CHECKED BY Dr. S. Bhatnagar				
			पर्यवेक्षणकर्ता SUPERVISED BY Dr. S. Bhatnagar				
			स्वीकृति APPROVED : Ambrish Goel				
REV.NO.	00		निर्माण PREPARED : R. S. Yadav				
Dt.	12.12.2016		जारी ISSUED : Dr. S. Bhatnagar				
			दिनांक DATE : 12.12.2016				


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		PRODUCT PURCHASE SPECIFICATION		पृष्ठ Page	3 2 का of 2 3	
सुपरीसेड INVENTORY NO.	सुपरीसेड INVENTORY NO.	➤ Calculate vector mean of wind direction and wind speed. ➤ Graphic & tabular display of the current air quality monitoring data. ➤ Generation of wind roses, pollution roses, histogram, event analysis etc. ➤ Data reports, calibration reports and status reports for user selectable time period (instantaneous or averaged over a period of 1/2hr, 1hr, 4hr, 8hr, 24hrs, weekly, monthly, yearly, more than ten years). ➤ Control panel windows for controls of each analyser, including calibration. ➤ Alarm for all parameters. ➤ Real time multi- curves/graphs, tables, curves over user selectable time period and generation of reports. ➤ Historic multi-curves/graphs, Tables, curves over user selectable time period and generation of reports. ➤ Real time monitoring of all the analyzers and sensors with diagnostics.				
COPYRIGHT AND CO. IDENTICAL This information on this documents is the property of Bhurati Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company		1.4 MMS shall be complete with all the necessary measuring equipment and accessories and shall be located at any of AAQMS Stations.				
३. अधिकार एवं गोपनीय इस प्रलेख में दी गई प्रमाण पत्र को इस्तेमाल के इरादे प्रस्ताव एवं अनुमति प्राप्त करने के लिए न कि कंपनी के हित में अधिकारक को न किया जाए।		1.5 MMS analysers signals shall be interfaced to nearest AAQMS DAS either by serial communication link or hardwired signals.				
हस्ताक्षर एवं दिनांक SIGN & DATE		1.6 MMS shall be continuous on-line type. MMS shall allow monitoring, logging of parameter values, archiving and report generation for environmental monitoring authorities and plant management personnel.				
सुपरीसेड INVENTORY NO.		1.7 Output signals of all meteorological monitoring analysers shall be connected to nearest plant AAQMS DAS either through a serial link or by hardwire signals. All the MMS data shall be available at Central AAQMS DAS by interfacing plant AAQMS DAS by suitable communication link (as mentioned earlier) for monitoring, archiving and report generation for environmental monitoring authorities.				
REV.NO.		00		निर्माणकर्ता PREPARED BY	R. S. Yadav	
				जांचकर्ता CHECKED BY	Ambrish Goel	

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सामग्री सूची संख्या एवं INVENTORY NO.	<p>1.8 Interfacing MMS analysers signals to AAQMS DAS either by serial communication link or hardwired signals including suitable cable with accessories at both ends and cable carrier etc.</p> <p>2.0 Quality Assurance: Calibration and Test certificate for the item should be supplied along with the equipment.</p> <p>3.1 The Vendor should give the Compliance sheet of the quoted items as per the specifications.</p> <p>3.2. Guarantee: The equipment shall be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is earlier. <i>Failing to comply to the Guarantee clause the offer will be rejected straightway.</i></p>					
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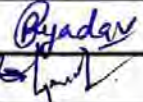
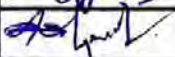
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COPYRIGHT ANL. CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company	<p>CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM – MULTI-POINT GAS CALIBRATOR</p> <p>1.0 Application: Calibrate ambient air and other Gas Monitoring instrument.</p> <p>1.1 MULTI – POINT CALIBRATOR (As per USEPA requirement) Specifications:</p> <p>1.2 Flow Measurement Accuracy: $\pm 2\%$ of reading or 1% of full scale, whichever is less (20 to 100% FS)</p> <p>1.3 Minimum detectable limit: 3 ppb.</p> <p>1.4 Operating Temperature Range: 0 to 55 degree Celsius</p> <p>1.5 Power Requirement: 230 VAC$\pm 10\%$</p> <p>2.0 Sampling System:</p> <p>2.1 Gas Sampling system-Gas sampling system with tubes connection from gas manifold to analysers, moisture trap to remove moisture condensate and sampling hood made of SS.</p> <p>2.2 Air compressor</p> <p>2.3 Zero Air Generator</p> <p>3.0 Calibration Gas Cylinders: a) Calibration Gas cylinder for NO_x, SO₂, CO₂ & CO of 10 liter capacity, N₂ of 47 liter capacity with SS316 regulator – 1 Nos. each (for 4 AAQMS). b) Calibration Gas cylinder for NO_x, SO₂ of 10 liter capacity, N₂ of 47 liter capacity with SS316 regulator – 1 Nos. each (for Chemical Lab.)</p> <p>3.1 Quality Assurance: Calibration and Test certificate for the Calibration System should be supplied along with the equipment.</p> <p>3.2 The Vendor should give the Compliance sheet of the quoted items as per the specifications.</p> <p>3.3. Guarantee: The equipment shall be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is earlier. Failing to comply to the Guarantee clause the offer will be rejected straightway.</p>																																							
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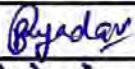

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<p align="center">CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM-ANALYSER SHELTER</p> <p>1.0 Application: Shelter to be provided for AAQMS station.</p> <p>1.1 SHELTER SPECIFICATION :</p> <p>1.1.1 Cabin: Duly welded CRCA quality sheet metal is to be used for the manufacturing of the cabin. It comprises base frame, self-draining roof, peripheral structure, windows(as per requirement) and entry doors. All the eight corners of cabin to be completely strengthened to assist in lifting, transportation and placing.</p> <ul style="list-style-type: none"> ➤ External dimensions (min.): Approximate 3000 mm (L) X 3000 mm (W) X 2500 mm (H). ➤ Canopy:- Metal canopy ➤ External and internal wall including shall be made of stainless steel (minimum 2 mm thick) and painted galvanized sheet steel (minimum 1.5 mm thick) flooring material shall be with chequered plate. The insulation material for the wall and roof shall be made of rock wool (minimum 100 mm thick). Shelter shall be provided with welded base frame. There shall be main and emergency door with handle with lock and key, panic bar, SS hinges, half glazed window. <p>1.1.2 Accessories:</p> <ol style="list-style-type: none"> 1. Air conditioners split module type - 2 Nos. 1.5 ton capacity of standard make. (The Voltage Stabilizer and Change over unit will remain common) 2. Furniture including 2 nos. high back cushioned wheeled chairs, cupboard and desk for mounting PC and printer. 3. Carbon monoxide Detector hooked up for the External Hooter - 01 No. 4. Internal and External Lighting - 01 Lot. 5. Fire Extinguisher - 02 No 6. Steel / Aluminium Ladder 7. Lock and Key Door. 8. Light arrangement 9. Lying of cables / cable trays outside/Inside Analyzer room. 10. Trenching of cables outside/inside Analyzer room. 11. One point power supply would be provided and inter distribution power supply will be done by the Vendor. 																																																													
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सुपरीसेड INVENTORY NO.	समीचीन रूप से अधिकृत किया है	<p>1.1.3 Rack Cabinet: Standard 19" rack cabinet made of heavy grade aluminium profiles with a facility of telescopic slides overload protection, power distribution box to accommodate "Monitoring analysers" should be provided.</p> <p>1.1.4 Gas Sampling System & Hood: Gas Sampling System consisting of SS gas sample inlet, peltier based moisture removal facility, manifold & tubings to the analyzers.</p> <p>1.2 Installation of AAQMS Shelter:</p> <p>Platform of suitable size and Height would also be required to be constructed by the Vendor. Shelters would also be required to be installed at suitable platform at site of each AAQMS Station as a part of scope of supply.</p> <p>1.3 Earth Pit for AAQMS.</p> <p>The Supplier shall provide desired earth pit for AAQMS.</p> <p>2.0 Quality Assurance: Test certificate for the item should be supplied along with the equipment.</p> <p>3.1 The Vendor should give the Compliance sheet of the quoted items as per the specifications.</p> <p>3.2. Guarantee: The equipment shall be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is earlier.</p> <p><i>Failing to comply to the Guarantee clause the offer will be rejected straightway.</i></p>				
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SUPERSEDES INVENTORY NO.	CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM-UNINTERRUPTED POWER SUPPLY (UPS)																																																	
समर्पित पूर्ण संख्या को अभिलेखित करना है	1.0 Application: UPS of required capacity to run AAQMS & DAS Only.																																																	
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.	1.1 UNINTERRUPTED POWER SUPPLY SPECIFICATION : <p>The AAQMS system shall be powered from AC Single Phase 230 V 50Hz uninterrupted power supply. The system shall be provided with power back up in the form of UPS for 60 Minutes of backup. UPS shall be installed in the closed confinement of Shelter. (UPS is only for Analysers and DAS & not for AC.).</p>																																																	
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दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश		PR00503	
		PRODUCT PURCHASE SPECIFICATION		पृष्ठ Page	1 1
SUPERSEDES INVENTORY NO.	<p align="center">CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM-TSP ANALYSERS</p> <p>1.0 Application: Continuous measurement of Total Suspended Particulate (TSP) in ambient air.</p> <p>2.0 TECHNICAL SPECIFICATION :</p> <p>2.1 Measuring Principle: Continuous and simultaneous particulate collection through Beta ray attenuation.</p> <p>2.2 Sampling System: Equipment to be supplied with inlet head for measurement of TSP.</p> <p>2.3 Range: 0 – 10000 $\mu\text{g}/\text{m}^3$</p> <p>2.4 Accuracy : $\pm 2 \mu\text{g}/\text{m}^3$ or better</p> <p>2.5 Display: LCD</p> <p>2.6 Minimum Detectable Limit: $< 1 \mu\text{g}/\text{m}^3$ (24 hours average) $< 4 \mu\text{g}/\text{m}^3$ (1 hour average)</p> <p>2.7 Measurement Cycle: Single Filter spot in position for 24 hours</p> <p>2.8 Operating Temperature Range: 0 to 55 degree Celsius</p> <p>2.9 Power Requirement: 230 VAC$\pm 10\%$</p> <p>2.10 Output : RS232 port for data transfer to be provided</p> <p>3.0 Quality Assurance: Calibration and Test certificate for all the analyser should be supplied along with the equipment.</p> <p>3.1 The Vendor should give the Compliance sheet of the quoted items as per the specifications.</p> <p>3.2. Guarantee: The equipment shall be guaranteed for a period of 18 months from the date of dispatch or 12 months from the date of Installation & Commissioning, whichever is earlier. <i>Failing to comply to the Guarantee clause the offer will be rejected straightway.</i></p>				
समस्त विभाग AGREED DEPTT.	नाम NAME	दिनांक एवं हस्ताक्षर DATE & SIGNATURE	निर्माणकर्ता PREPARED BY	नाम NAME	दिनांक एवं हस्ताक्षर SIGNATURE & DATE
			जाँचकर्ता CHECKED BY	R.S.Yadav	
			पर्यवेक्षक SUPERVISED BY	Dr. S. Bhatnagar	
			मंजूर APPROVED :	Ambrish Goel	
REV.NO.	00		निर्माण PREPARED :	R.S.Yadav	
Dt.	12.12.2016		आवेद ISSUED :	Dr. S. Bhatnagar	दिनांक DATE : 12.12.2016

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश PRODUCT PURCHASE SPECIFICATION		Annexure-2 मुख पृष्ठ 1 of 2	
सुपरसेड्स INVENTORY NO. उपर्युक्त सूची संख्या को अधिकृतित करना है	<p style="text-align: center;">CONTINUOUS AMBIENT AIR QUALITY MONITORING SYSTEM</p> <p>Points to be taken care of while quoting :</p> <ol style="list-style-type: none"> 1) Number of locations where AAQMS in shelter to be installed – 07 Nos. 2) AAQMS to be installed in Chemical Laboratory for SO₂, NO_x and TSP – 01 No. 3) Single Point power supply would be provided at each location by BHEL. All other works will be in vendor's scope. 4) Ethernet Switch: Data highway shall be of high speed Ethernet and full duplex configuration. Network shall be built on the Managed Ethernet switches(HIRSCHAMAN make) for better control of data traffic & performance and future expansion. Switch configuration shall be redundant with seamless changeover without any upset in the process or equipment. Failure reporting shall be available at HMI. MTBF of the switch shall be more than 20 Years. Configuration shall be automatic. All Ethernet switches to be used in the AAQMS shall be of same type and shall conform the specification requirements. Other requirements shall be as follows: <ol style="list-style-type: none"> a. Switch shall have the capacity for maximum of 4 Giga bit fiber port and 24 fast Ethernet port. b. Switch shall act as IGMP-querier and minimum 2 alarm contacts shall be available. c. It shall have High MTBF value. d. It shall support ACA adaptor for reconfiguration of the switch in case of failure to reduce MTTR value to less than one minute and shall have minimum of 4 fibre and 4 copper din rail switch RSPL. 5) Spares & Consumables required for operation of system for a period of 18 months from date of Installation & Commissioning would also be included for evaluation. 6) Evaluation will be done considering all the items on Landed cost upto the Bhadradri project site due to compatibility of the items for operation of system in totality. 				
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company					
स्वत्वाधिकार एवं गोपनीयता इस दस्तावेज में दी गई सूचना भारत भारती इलेक्ट्रिकल्स की संपत्ति है इसका प्रसारण एवं उपयोग इस से किसी भी प्रकार प्रयोग, जो कि कंपनी के हित में हानिकारक हो सके बिना नहीं होना चाहिए।					
दिनांक एवं हस्ताक्षर SIGN & DATE	REV.NO. 00 Dated 09.10.2017	निर्माणकर्ता PREPARED BY जांचकर्ता CHECKED BY	R. S. Yadav Ambrish Goel	 	

दिनांक एवं हस्ताक्षर SIGN & DATE		उत्पाद क्रय विनिर्देश PRODUCT PURCHASE SPECIFICATION		Annexure-2 मुख पृष्ठ 2 of 2	
SUPERSEDES INVENTORY NO. सामग्री सूची संख्या को अधिकतम बढ़ाया है	<p>8.0 General Terms & Conditions</p> <p>8.1 Installation & Commissioning: The supplier shall erect & commission all the items covered enquiry at site to integrate the system, demonstrate the performance of the Equipment and all its accessories to ensure compliance with complete specifications & parameters quoted by them to the satisfaction of BHEL/end user.</p> <p><i>Failing to comply to the Installation & Commissioning clause the offer will be rejected straightway.</i></p> <p>8.2 O & M Manual: 2 hard copies of O&M manual in English language giving complete technical information for operation and maintenance of the items under specification No-PR00502, PR00498, PR00496, PR00495, PR00499, PR00500, PR00501, PR00504, PR00505, PR00506, PR00507, PR00509, PR00511 and PR00503 shall be supplied.</p> <p>8.3 Packing & Dispatch : All the items in the enquiry shall be packed separately in a suitable water proof/vibration proof packing boxes capable of bearing air and road transit hazards. Packing boxes shall be properly identified and marked with BHEL's Purchase Order Number.</p> <p>8.4 "PCRI HWR" should be written in bold letters on all four sides of the boxes. Packing boxes shall be properly identified and marked with BHEL's (India) Purchase Order Number.</p>				
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company.					
स्वतंत्रता एवं गोपनीय इस प्रलेख में दी गई सूचना भारत भारती इलेक्ट्रिकल्स की सम्पत्ति है इसका प्रसार एवं प्रकाशन एवं से बिना की अनुमति के किये जाने से इनकार किया जाता है।					
दिनांक एवं हस्ताक्षर SIGN & DATE	REV.NO. 00 Dated 09.10.2017	निर्माणकर्ता PREPARED BY जांचकर्ता CHECKED BY	R. S. Yadav Ambrish Goel	 	

Price Bid Format					
Tender Enquiry No. R/5599/2017/3201V/1 Dt: 06/01/2018					
Item S.No.	Item Description (BHEL) with Qty.		Name of the Vendor		
			Description of the Analyzer with Model No	Unit Price (Specify Currency)	Total Price (Specify Currency)
1	D55995236555 Sulphur Dioxide (SO ₂) Analyser for CAAQMS	8 Nos.	SO ₂ Analyser Model:		
2	D55995236512 Nitrogen Analyser for CAAQMS	8 Nos.	NO-NO ₂ -NO _x Analyser Model:		
3	D55995236490 CO Analyser for CAAQMS	7 Nos.	CO Analyser Model:		
4	D55995236482 CO ₂ Analyser for CAAQMS	7 Nos.	CO ₂ Analyser Model:		
5	D55995236520 Ozone Analyser for CAAQMS	1 No.	Ozone Analyser Model:		
6	D55995236539 PM 2.5 Analyser for CAAQMS	7 Nos.	PM 2.5 Analyser Model:		
7	D55995236547 PM10 Analyser for CAAQMS	7 Nos.	PM10 Analyser Model:		
8	D55995236571 Central DAS System for CAAQMS	1 No.	Central DAS with System		
9	D55995236580 Data Acquisition System for CAAQMS	8 Nos.	DAS + Wireless Connectivity RF/GSM		
10	D55995236598 Electronic Display Board for CAAQMS	6 Nos.	Electronic Display		
11	D55995236474 Meterological Monitoring System for CAAQMS	1 No.	MMS with AAQMS		
12	D55995236601 Multi-Point Gas Calibrator for CAAQMS	8 Nos.	Multipoint, Multi-Gas Calibrator Model:		
			Zero Air Generator, Model:		
			SO ₂ Gas Cylinder with Regulator & Valve		
			NO _x Gas Cylinder with Regulator & Valve		
			CO Gas Cylinder with Regulator & Valve		
			CO ₂ Gas Cylinder with Regulator & Valve		
			Gas Sampling System		
13	D55995236610 Analyser Shelter for CAAQMS	7 Nos.	Air Compressor		
			Analyzer Shelter, Size: 3m (L) x 3m (W) x 2.5m (H) with Panelling, Flooring, Door, Internal & External Lighting, Fire Extinguisher (2), CO detector, Hooter and 1.5 Ton Window Air Conditioner, a set of table and chair consisting of 02 nos of Executive revolving chair and 1 no Executive Table of 3 ft x 5 ft. Standard Double bay 19" Rack Cabinet.		
14	D55995236628 Uninterrupted Power Supply for CAAQMS & DAS	8 Nos.	UPS - 5 KVA with 60 min battery backup		
15	D55995236568 SPM - TSP Analyser for CAAQMS	1 No.	TSP ANALYSER		
TOTAL VALUE FOR THE COMPLETE SCOPE OF SUPPLY (S.No 1 to 15)					
Discount, if any					
INSTALLATION & COMMISSIONING AND TRAINING AT SITE <i>Note : Construction (with material) of suitable platform, earthpit, Installation & Commissioning of the system, Training to the Power Plant Staff at site will be vendor's scope completely.</i>					

Note 1 : Packing, Forwarding, Freight, GST have to be quoted seperately in Price bid.

Note 2 : In any other component/system required for the operation of the quoted model is also requested to be indicative with price for the same.

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC) For Foreign Bidders (Version June-2017, Rev: 01)

TABLE OF CONTENT

1. GENERAL
2. ORIGIN OF QUOTATION.
3. SUBMISSION OF TENDER.
4. TENDER OPENING.
5. SPECIFICATION, DRAWINGS & STANDARD.
6. PRICE SCHEDULE.
7. REVERSE AUCTION.
8. DELIVERY TERMS.
9. PENALTY FOR LATE DELIVERY.
10. PAYMENT TERMS.
11. BANK GUARANTEE.
12. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.
13. QUALITY REQUIREMENT.
14. VALIDITY.
15. RIGHT OF ACCEPTANCE.
16. TRANSIT INSURANCE.
17. PHYTOSANITARY CERTIFICATE
18. RISK PURCHASE.
19. FORCE MAJEURE CLAUSE.
20. NON-DISCLOSURE AGREEMENT.
21. SETTLEMENT OF DISPUTES / ARBITRATION.
22. INFORMATION TO THE BIDDERS.
23. NOTE.

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 MATERIALS 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 superscribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received

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



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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.
- 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.
- 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 of 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

- 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 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.

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 June-2017, Rev: 01)

- 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.
- 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.

NB: Financial evaluation of L1, L2 ----- status will be on the basis of Landed Cost to BHEL.

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

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 June-2017, Rev: 01)

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

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).
- 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.
- 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.
- 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 600 of International Standard Bank proceed re-issued by International chamber of Commerce (ICC).
- f) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.
- 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 for filing the IGM (Import General Manifest) at discharge port.

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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 June-2017, Rev: 01)**

- h) In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel.
- 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.
- 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).
- k) **The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will have to forego Input Credit on GST.**
- l) While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment.
- 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.
- n) Load port charges shall be settled by the supplier and not be passed on to BHEL in form of destination charges.
- o) NNDs (Non Negotiable Documents) (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) **Information related to OBL / AWB Documents:**
- I. Consignee name and address should be same as mentioned in the Purchase order.
- 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: msseahwr@bhel.in &
ppximx@bhelhwr.co.in (in case of Sea Shipments)
Email: msair@bhel.in and
ppximx@bhelhwr.co.in (in Case of Air shipments)
For latest updating please refer our web site:
www.bhelhwr.co.in
- III. OBL should clearly mention the Indian agent address and contact details.
- IV. OBL should be issued as per UCP 600.
- V. In case of incoterms other than FOB, OBL should mention the container detention free period.
- VI. In case of placement of an Order, BHEL requests bidder to supply one Original Bill of Lading / AWB directly to their Mumbai office with other non-negotiable documents to ensure timely clearance of goods. The other Original Bill of Ladings may be routed through bank based on the other agreed terms and conditions of purchase order.

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

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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 June-2017, Rev: 01)

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 days 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 30 days prior to the scheduled delivery and will be valid for a period of 60 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. 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 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on

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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 June-2017, Rev: 01)

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

- b) In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- 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.

13) 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).

14. 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.

15. 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.

16. TRANSIT INSURANCE.

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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 June-2017, Rev: 01)

- 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.

17. PHYTOSANITARY CERTIFICATE:

- 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.
- 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.

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

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

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.

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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 June-2017, Rev: 01)

- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.

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

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

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

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

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

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing

with the sellers located in such zone / region/ country then BHEL reserves the right to cancel the order.

20. NON-DISCLOSURE AGREEMENT.

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

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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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 June-2017, Rev: 01)

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.

JURIDICTION: The courts of New Delhi, 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. 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@bhelnwr.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.
- d) Copy of this Tender Enquiry is being sent through the post/ Courier / E-mail or by any existing means.
- 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 By BHEL, will supersede the respective standard / general terms of enquiry.

- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guidelines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.

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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 Indian Bidders (Version June-2017,Rev: 01)

TABLE OF CONTENT

1. GENERAL
2. ORIGIN OF QUOTATION.
3. SUBMISSION OF TENDER.
4. TENDER OPENING.
5. SPECIFICATION, DRAWINGS & STANDARD.
6. PRICE SCHEDULE.
7. REVERSE AUCTION.
8. DELIVERY TERMS.
9. PENALTY FOR LATE DELIVERY.
10. PAYMENT TERMS.
11. TAXES & DUTIES.
12. BANK GUARANTEE.
13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.
14. QUALITY REQUIREMENT.
15. VALIDITY.
16. RIGHT OF ACCEPTANCE.
17. TRANSIT INSURANCE.
18. RISK PURCHASE.
19. FORCE MAJEURE CLAUSE.
20. NON-DISCLOSURE AGREEMENT.
21. SETTLEMENT OF DISPUTES / ARBITRATION.
22. WHARFAGE / DEMURRAGE RESPONSIBILITY.
23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS.
24. INFORMATION TO THE BIDDERS.
25. NOTE.

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 MATERIALS 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

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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 Indian Bidders (Version June-2017,Rev: 01)

submitted with forwarding letter and duly signed and stamped as mentioned above in clause c.

- 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.
- 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
- 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.

4. TENDER OPENING.

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

specific letter, 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) 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.

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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 Indian Bidders (Version June-2017,Rev: 01)

- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.
- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) No demurrage / godown rent will be payable to the vendor / vendor's transporter for any delay in payments attributable to the vendor.

NB: Financial evaluation of L1, L2 Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION.

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

participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-Submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

8. DELIVERY TERMS.

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

9. PENALTY FOR LATE DELIVERY.

- a) 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) **DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
- f) **DELIVERY AGAINST BANK DOCUMENTS:** In case payment terms quoted by bidder are documents through bank, and

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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 Indian Bidders (Version June-2017,Rev: 01)

the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the penalty purpose.

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

10. PAYMENT TERMS.

- a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.
- b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.
- c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

11. TAXES & DUTIES.

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

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

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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 Indian Bidders (Version June-2017,Rev: 01)

the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

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

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

12. BANK GUARANTEE.

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

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

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken

away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

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

14. QUALITY REQUIREMENT.

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

15. VALIDITY

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

16. RIGHT OF ACCEPTANCE.

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

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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 Indian Bidders (Version June-2017,Rev: 01)

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

17. TRANSIT INSURANCE.

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

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and

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

19. FORCE MAJEURE CLAUSE.

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

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

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law/ government. Regulation making the performance impossible.

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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 Indian Bidders (Version June-2017,Rev: 01)

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

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

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

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

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

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

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the

bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

21. SETTLEMENT OF DISPUTES / ARBITRATION.

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

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.

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

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

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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 Indian Bidders (Version June-2017,Rev: 01)

uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

- 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 :-
- c) Valid NSIC Certificate or
- d) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- 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.
- f) However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
- 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.
- 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.
- 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.

- 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 .
- 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.
- l) If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
- m) Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail

24. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website www.bhelhwr.co.in The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to 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
- d) Copy of this Tender Enquiry is being sent through the post.

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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 Indian Bidders (Version June-2017,Rev: 01)

25. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard/general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached/referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.

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BANK GUARANTEE BOND**WAM 28**

(Paragraph 4.9.6 of – Works Accounts Manual)

1. In consideration of the Bharat Heavy Electricals Limited, Siri Fort, New Delhi through HEEP Hardwar Division (hereinafter called 'the Company') having agreed to exempt _____ (hereafter called 'the said Contractor' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. _____ made between _____ and _____ for (hereafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) we,

(Indicate the name of the Bank)
(hereinafter referred to as 'the Bank') at the request of _____

Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ do hereby undertake
(indicate the name of the Bank)
to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the Guarantee
(Indicate the name of the bank)

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the due of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____, we shall be discharged from all the liability under this guarantee there after.

5. We, _____, further agree with the company that
(Indicate the name of the bank)

the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)

7. We _____ lastly undertake not to revoke
(Indicate the name of the bank)

this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____
(Indicate the name of the Bank)

LIST OF BHEL CONSORTIUM BANK	
1	State Bank of India
2	Canara Bank
3	Bank of Baroda
4	Punjab National Bank
5	State Bank of Hyderabad
6	State Bank of Travancore
7	Corporation bank
8	Syndicate Bank
9	Indian Bank
10	Oriental Bank of Commerce
11	UCO bank
12	Central bank of India
13	IDBI Ltd.
14	HDFC Bank Ltd.
15	ICICI Bank Ltd.
16	Kotak Mahindra Bank ltd
17	The Federal bank Limited
18	Abn-Amro Bank
19	Citi Bank
20	HSBC
21	Deutsche Bank
22	Standard Chartered Bank
23	United bank of India
24	Vijaya Bank
25	Union Bank of India
26	Bank of India
27	Andhra Bank
28	Punjab & Sind Bank
29	Axis Bank

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____
