


## REQUEST FOR QUOTATION

	<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: ILNM900105  RFQ DATE : 06.AUG.2018	Due Date <b>29.AUG.2018</b> Time: 13:00 HRS  VENUE : <b>NEW ENGG. BLDG</b>
MMI:PU:RF:003			

To: BHEL, Electronics Division (X563699) MYSORE ROAD,, BANGALORE - 560026 Karnataka India	(for all correspondence) Purchase Executive : D ILANGO VAN Phone : 26998452 Fax : 00918026989227 E-mail: ilangovan@bheledn.co.in
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Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by **13.00** hours IST and will be opened on the same day

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	PR0260000175 MS for EWLI Mandatory Spares for Electronic Water Level Indicator Certificate Of Conformance	4	ST	1	30.NOV.2018
				2	07.DEC.2018
				1	07.DEC.2018
2	PR0260000190 Electronic Water Level Indicator Electronic Water Level Indicator Certificate Of Conformance	24	ST	6	07.DEC.2018
				6	07.DEC.2018
				6	07.DEC.2018
				3	07.DEC.2018
				3	07.DEC.2018
				6	07.DEC.2018

**Total Number of Items - 2**

RFQ sent to :(X563699, BHEL, Electronics Division, BANGALORE, IN)  
 Please note that the tender will be opened in the presence of the bidders or his authorised representatives (maximum two per organisation) who choose to be present with authorisation letters. Refer annexure for the terms and conditions.  
 Preference will be given to vendors who accepts our standard payment terms i.e.100% payment - 30 days after receipt of material at our works subject to acceptance.  
 Please specify Terms of delivery, Excise duty, sales tax, Ex-BHEL, Ex-works surcharge, Insurance,P&F, Freight and other taxes very clearly .  
 For evaluation,exchange rate(TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid incase of two part bid) shall be considered.  
 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected.The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com)

- i). This is only RFQ not an order.
- ii). In all correspondence quote RFQ No. & due date.
- iii). In Quotation BHEL material code / RFQ Sl. No. should be mentioned clearly.
- iv). Quotation Envelope / Fax not superscribed with RFQ No.and due date is liable for rejection.
- v). Quotation should remain valid for a minimum peiod of 90 days from due date.
- vi). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list.
- vii). All Prices should be written in words and numbers.
- viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable .

For and On behalf of BHEL.



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Bharat Heavy Electricals Ltd.,  
(A Government of India undertaking)  
Electronics Division

CE: PR: 003- Rev 01

PB 2606 , Mysore Road Bangalore , 560026 INDIA

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

Reference is brought to BHEL's Instructions to Bidders (Document Ref: CE: PR: 001- Rev 01) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 01). These documents along with required annexures are available in our website:

\_\_\_\_\_ . These two documents along with Special Conditions of Contract annexed to this RFQ will form an integral part of the contract as and when the RFQ culminates into a Purchase Order / Contract.

RFQ No: ILNM900105 RFQ Date: 06.08.2018

Due Date: 29.08.2018 Customer/Project: TANGEDCO, ENNORE (2x 660 MW), TANGEDCO, NORTH CHENNAI (1 X 800 MW) & TANGEDCO, UPPUR (2 X 800 MW)

Item Description: ELECTRONIC WATER LEVEL INDICATOR

TYPE OF BID: SINGLE PART BID / TWO PART BID / THREE PART BID

Purchase Executives: Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below:  
venkateshi@bhel.in or ilangovan@bhel.in

Submission of documents post PO viz., drawings /data sheet etc. as indicated in Cl: 04 of GCC: Within 02 weeks from the date of receipt of Purchase Order. Delay in submission of complete set of specified documents in NIT, will attract Penalty as per GCC Clause no.:04.a.

Splitting of tendered quantity to MSE vendors: The tendered quantity will /will not be split to MSE vendor/s subject to submission of relevant documents by vendors. Refer clause I of Instructions to Bidders for conditions applicable and for information on documents to be submitted.

Destination: a) For Indigenous scope of supply, items are to be directly despatched to BHEL's Site Office or Stores located at/near CHENNAI District/City in TAMILNADU State. Consignee details and Road Permit, if applicable, will be issued by BHEL along with Despatch Clearance.

b) For Imported scope of supply, destination is \_\_\_\_\_. In case of shipment by sea, port of discharge will be \_\_\_\_\_ seaport and port of delivery shall be \_\_\_\_\_.

Project Benefits:

Imported scope of supply:

- ~~DEEC / SEZ/EPCC/DFIA/ Physical Export contract- Eligible for "NIL" Basic Customs Duty.~~
- ~~Project Imports: Eligible for Concessional Basic Custom Duty.~~
- ~~Basic Custom duty and Coss on Basic Custom duty are reimbursable by customer.~~
- Merit duty: However, under level gage, basic is NIL

Terms of Delivery:

• Indigenous scope of supply:

Ex-works < station of dispatch > (including Packing & Forwarding charges but excluding Taxes & Duties).

• Imported scope of supply:

F.C.A. (for air consignments) < indicate international port of dispatch >/ C.I.F. (for sea consignments)

< ICD, Bangalore > (including Packing, Forwarding, Handling, Ancillary charges like processing of Sight Draft/ Letter of Credit, negotiation of bank documents, Export declaration, Country of Origin etc.).

Kindly indicate the approximate weight of the total imported consignment, which is required for calculating air-freight charges:

\_\_\_\_\_

Under-mentioned details shall be provided against indigenous supplies and services:

- a. GSTIN (no.) of place of supply: \_\_\_\_\_
- b. HSN (Harmonized System of Nomenclature) code: \_\_\_\_\_  
Applicable tax and Rate: \_\_\_\_\_ & \_\_\_\_\_
- c. SAC (Service Accounting Code) no.: \_\_\_\_\_  
Applicable tax and Rate: \_\_\_\_\_ & \_\_\_\_\_
- d. If service is also involved, GSTIN (no.) of place of supply of service: \_\_\_\_\_

I. Bidders to mandatorily provide confirmation/compliance for the under-mentioned terms:

SL NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	REMARKS,if any
01	<del>Reverse Auction</del>	<del>Will be intimated separately to qualified bidders after finalization of techno-commercial evaluation. Non-acceptance to participate in RA may result in non-consideration of the bid, in case BHEL decides to go for RA. In case BHEL does not resort to Reverse Auction, the price bids and price impacts (if any) shall be opened as per BHEL's standard practice.</del>	AGREE	
02	<del>Parting of licence for imported raw materials</del>	<del>In case of projects where Basic Custom Duty is NIL and vendor is importing any raw materials / components for the enquired item, same are eligible for Zero Customs duty. As per EXIM policy, BHEL will part the import licence with the vendors to obtain import licence by themselves and custom clear the raw materials/ components by availing zero customs duty. Hence, please furnish list of raw materials / components to be imported by you with Quantity and CIF value (for which BHEL has to share import licence). The benefit due to the above shall be passed on to BHEL and confirmed in the quotation. If there are no imported raw materials/components, same shall be confirmed in the offer.</del>	AGREE CIF value .....  Yes, benefit passed-on to BHEL in the priced quotation. (or) We confirm that there are no imported components	
03	Delivery Period	Within <u>10</u> weeks from the date of issue of Manufacturing clearance along with approved document. Delay in contractual delivery will attract Penalty as per GCC Clause no.:04.b.	AGREE  ..... weeks	
04	Terms of Payment at the time of material supply	Refer Clause "F" of Instructions to Bidder for BHEL standard Payment terms and loading factors applicable for non-compliance against payment terms: <b>Indigenous Scope:</b> Supply with Erection Supervision & Commissioning  <b>Imported Scope:</b> Supply with Erection Supervision & Commissioning  <b>High-Sea sales:</b> Supply with Erection Supervision & Commissioning  <b>Spares:</b> c) and/or f)/i) depending upon the scope	AGREE	

**II. Bidder to note that Deviations shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer shall be liable for rejection:**

(1) **Validity:** The offer will be valid for a period of 90 days from the date of part-I bid opening and in case of Negotiation/ Counter-offer/Reverse Auction, price validity will apply afresh for a period of 60 days from the date of according final price by bidder (or) up to original validity period, whichever is later.

(2) **Guarantee/ Warranty:**

36 months from the date of dispatch of goods or 24 months from the date of commissioning of goods, whichever is earlier.

(3) **Performance Bank Guarantee (PBG):** PBG will be applicable for a period of 36 months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10% of the basic value of the purchase order. Refer Clause "H" of Instructions to Bidders. Also note that PBG should be in the format specified in Annexure VII of ITB and no deviation to this format will be allowed.

Note: In case PBG is not furnished, the 10% basic amount will be withheld from the supply invoice. This withheld amount will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.

(4) **Despatch Documents:** Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Executive/BHEL directly. Depending upon the project/customer demands, despatch documents may include one or more documents from the following: Invoice (02 sets of original), Lorry Receipt (L/R), Packing List, Air Way Bill (AWB)/Bill Of Lading (BOL), Copy of High Sea Sales (HSS) agreement, Country of origin certificate, NIL Short Shipment Certificate, Original Performance Bank Guarantee (directly from issuing bank to BHEL), insurance intimation letter, POD (Proof of Delivery) on L/R.

**The precise list of despatch documents needed for the project will be specified in the Purchase Order.**

One set of Invoice, Packing List and L/R or AWB shall be e-mailed/faxed immediately to BHEL-EDN after despatch.

(5) **Freight Charges (for indigenous scope of supply):** Freight charges shall be to vendor's account. Vendor to quote reasonable lump sum Freight charges separately, with applicable tax in priced offer.

~~(6) Evaluation criteria for tendered item/s:~~

~~(a) Item wise evaluation of tendered item.~~

~~(or)~~

~~(b) Items will not be split on item wise lowest offer. Items shall be evaluated and procured as a combined package.~~

**(c) Item will be evaluated Project**

(7) **Integrity Pact:** Execution of Integrity Pact is applicable for this tender (Refer clause "K" of Instructions to Bidders)

Details of IEM for this tender are mentioned below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

~~(8) Comprehensive Annual Maintenance Contract:~~

~~GAMC will be applicable for a period of 04 years from the date of expiry of warranty period (or) from the date of completion of commissioning of equipment, whichever is later.~~

~~In case the quoted total AMC value is less than 20% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price and apportioning towards AMC charges.~~

~~Refer Sl. no. 'j' under Clause 'F' of Instructions to Bidder for Payment term.~~

**With this, we hereby confirm that all the terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 01) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 01) are accepted without any deviation.**

**Vendor's Signature with Seal**

**Note B:**

1. For EPS tenders, bidder should necessarily fill the corresponding columns of "SPECIAL COMMERCIAL CONDITIONS OF CONTRACT" in EPS portal and the confirmation provided by bidder against these commercial terms in EPS portal will only be considered by BHEL.

2. For the tenders that are not floated through EPS, the above filled-in and signed-sealed document (in original) shall be furnished as part of Part-I Bid without fail.

**3. TENDER WILL BE EVALUATED PROJECTWISE.**



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**Bharat Heavy Electricals Ltd.,**  
**(A Government of India undertaking)**  
**Electronics Division**

PB 2606 , Mysore Road Bangalore , 560026 INDIA

CE: PR: 002- Rev 01

### **GENERAL COMMERCIAL CONDITIONS FOR CONTRACT**

These 'General Commercial Conditions for Contract for Purchase' herein after referred to as GCC apply to all enquiries, tenders, requests for quotations, orders, contracts and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited and any of its units, regions or divisions (hereinafter referred to as "BHEL" or the Purchaser) or its projects/ customers.

Any deviations from or additions to these GCC require BHEL's express written consent. The general terms of business or sale of the vendor shall not apply to BHEL. Acceptance, receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the vendor have been accepted.

Orders, agreements and amendments thereto shall be binding if made or confirmed by BHEL in writing. Only the Purchasing department of BHEL is authorized to issue the Purchase Order or any amendment thereof.

**Definitions:** Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.

- 'The Purchaser' means Bharat Heavy Electricals Limited, Electronics division, Mysore road, Bangalore 560 026, a Unit of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act having its registered office at BHEL House, Siri Fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
- 'The vendor' means the person, firm, company or organization on whom the Purchase Order is placed and shall be deemed to include the vendor's successors, representative heirs, executors and administrator as the case may be. It may also be referred to as Seller, Contractor or Supplier.
- 'Contract' shall mean and include the Purchase Order incorporating various agreements, viz. tender/ RFQ, offer, letter of intent/acceptance/ award, the General Conditions of Contract and Special Conditions of Contract for Purchase, Specifications, Inspection/ Quality Plan, Schedule of Prices and Quantities, Drawings, if any enclosed or to be provided by BHEL or his authorized nominee and the samples or patterns if any to be provided under the provisions of the contract.
- 'Parties to the Contract' shall mean the 'The Vendor' and the Purchaser as named in the main body of the Purchase Order.

#### **Order of Precedence:**

In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI / LOA, Special Conditions of Contract and General Conditions of Contract for commercial conditions; and specific agreement on technical conditions, RFQ/offer and specification for Technical Conditions.

#### **Interpretation:**

In the contract, except where the context requires otherwise:

- words indicating one gender include all genders;
- words indicating the singular also include the plural and words indicating the plural also include the singular;

- c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- d) "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

**Applicable Conditions:**

1. **Price Basis:** All prices shall be firm until the purchase order is executed / completed in all respects. No price variations / escalation shall be permitted.
2. **Ordering and confirmation of Order:** Vendor shall send the order acceptance on their company letter head/ through e-mail within a week from the date of receipt of Purchase Order or such other period as specified/ agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. The acceptance of goods/services/supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations.  
The purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified/agreed by BHEL) from the date of receipt of the purchase order.
3. **Documentation:** After receipt of Purchase Order, vendor should submit necessary documents (if & as applicable) like drawings specified, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/ Customer.  
At any stage within the contract period, the vendor shall notify of any error, fault or other defect found in BHEL's documents / specifications or any other items for reference. If and to the extent that (taking account of cost and time) any vendor exercising due care would have discovered the error, fault or other defect when examining the documents/specifications before submitting the tender, the time for completion shall not be extended. However if errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the vendor's documents, they shall be corrected at his cost, notwithstanding any consent or approval.
4. **Penalty:**
  - a. **For delay in documentation:** In the event of delay in submission of complete set of specified documents ((like drawings, bill of materials, datasheets, catalogues, quality plan etc. as called in tender specifications including soft copies wherever applicable) in required sets beyond two(02) weeks (or as agreed/indicated in the SCC/Purchase Order) from the date of receipt of Purchase Order (by email), penalty at 0.5% (half percent) per week or part thereof, limited to a maximum of 5% (five percent) of the basic material value of the Purchase Order will be applicable.  
  
Penalty for delayed documentation if applicable, shall be deducted at the time of first supply payment. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted. GST as applicable will be recovered along with penalty amount.
  - b. **For delay in delivery:** In the event of delay in agreed contractual delivery as per Purchase Order, penalty @ 0.5 % (half percent) per week or part thereof but limited to a max of 10% (ten percent) value of undelivered portion (basic material cost) will be applicable. Delivery will commence from the date of issue of Manufacturing clearance along with approved document. The date for which Inspection call is issued by vendor along with test certificates / test reports / Certificate of Conformance / calibration reports, as proof of completion of manufacturing will be treated as date of deemed delivery for penalty calculation. In the absence of furnishing such document indicated above as proof of completion of manufacturing along with inspection call, actual date of inspection will be considered as date of deemed delivery and BHEL will not be responsible for delay in actual date of inspection.

Penalty for delayed delivery if applicable, shall be deducted at the time of first supply payment. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted. GST as applicable will be recovered along with penalty amount.

5. Contract variations (Increase or decrease in the scope of supply): BHEL may vary the contracted scope as per requirements at site. If vendor is of the opinion that the variation has an effect on the agreed price or delivery period, BHEL shall be informed of this immediately in writing along with technical details. Where unit rates are available in the Contract, the same shall be the basis for such additional work. Vendor shall not perform additional work before BHEL has issued written instructions/ amendment to the Purchase Order to that effect. The work which the vendor should have or could have anticipated in terms of delivering the service(s) and functionality (i.e.) as described in this agreement, or which is considered to be the result of an attributable error on the vendor's part, shall not be considered additional work.
6. Inspection: Prior written notice of at least 10 days shall be given along with internal test certificates/COC and applicable test certificates. Materials will be inspected by BHEL-EDN-QS/CQS or BHEL nominated Third Party Inspection Agency (TPIA) or BHEL authorized Inspection Agency or Customer / Consultant or jointly by BHEL & Customer / consultant. All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL-EDN, Bangalore for verification/acceptance for issue of dispatch clearance.  
All costs related to inspections & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by BHEL only if specifically agreed to in the purchase order.
7. Transit Insurance: Transit insurance coverage between vendor's works and project site shall be to the account of BHEL, unless specifically agreed otherwise. However, vendor shall send intimation directly to insurance agency (as mentioned in dispatch instructions issued by BHEL) through fax/courier/e-mail, immediately on dispatch of goods for covering insurance. A copy of such intimation sent by vendor to insurance agency shall be given to BHEL along with dispatch documents. Dispatch documents will be treated as incomplete without such intimation copy. BHEL shall not be responsible for sending intimations to insurance agency on behalf of the vendor.
8. Mode of dispatch:  
Indigenous Scope: By road on Door Delivery Consignee Copy attached basis through your approved transporter (unless otherwise indicated in Dispatch Instructions), only on receipt of Despatch Clearance from BHEL.  
Imported Scope: By Air/Sea through BHEL approved Freight Forwarder/supplier approved Consolidator respectively as per agreed contractual terms, only on receipt of Dispatch Clearance from BHEL.
9. Changes in Statutory levies:  
If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the execution of Contract, which was or will be assessed on the bidder in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between BHEL and the bidder /agent of foreign bidder (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the bidder /agent.
10. Availing duty/tax exemption benefits by bidder, wherever applicable: BHEL shall issue the required Certificate/s, as per relevant policies of the Govt. of India, to facilitate the bidders to avail any such benefits under the Contract. In case of failure of the bidders to receive the benefits partly or fully from the Govt. of India and/or in case of any delay in receipt of such benefits, BHEL shall neither be liable nor responsible in any manner whatsoever.

11. Taxes against sub-vendor dispatches: All taxes/levies, as applicable in respect of all components, equipments and material to be despatched directly from the sub-vendor's works to Site irrespective of the fact whether such taxes and levies are assessable and chargeable on Vendor or the BHEL, shall be to the vendor's account and no separate claim in this regard will be entertained by BHEL.
12. High Sea Sales (HSS): Customs clearance of the consignment landed on Indian Sea/Air ports will be done by BHEL based on the original HSS documents provided by vendors.  
Any delay in submission of complete/correct HSS documents to BHEL may incur demurrage charges. All demurrage charges on account of incomplete /incorrect HSS documents submission by vendor will be to vendor's account and all such charges will be recovered from any of the available vendor bills with BHEL.
13. Packaging and dispatch: The Seller shall package the goods safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea/ Air / Rail/ Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/ hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.  
The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Any Imported/Physical Exports items packed with raw/ solid wood packing material should be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary/ Fumigation certificate. If safety information sheets (MSDS – Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.  
Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (LxBxH) and Seller's name. Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box. Total number of packages in the consignment must also be indicated in the packing list.  
Separate packing & identification of items should be as follows.  
1. Main Scope - All items must be tagged with part no. & item description.  
2. Commissioning accessories/spares - All items must be tagged with part no. & item description.  
3. Mandatory spares - All items must be tagged with part no. & item description.  
Nevertheless, vendor shall adhere to dispatch & packing instructions issued by BHEL at the time of dispatch.
14. Assignment of Rights & Obligations: Subcontracting: Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL. Any permission or approval given by the BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.
15. Progress report: Vendor shall render such report as to the progress of work and in such form as may be called for by the concerned purchase officer from time to time. The submission and acceptance of such reports shall not prejudice the rights of BHEL in any manner.
16. Non-disclosure and Information Obligations: Vendor shall provide with all necessary information pertaining to the goods as it could be of importance to BHEL. Vendor shall not reveal any specified confidential information that may be divulged by BHEL to Vendor's employees not involved with the tender/ contract & its execution and delivery or to third parties, unless BHEL has agreed to this in writing beforehand. Vendor shall not be entitled to use the BHEL name in advertisements and other commercial publications without prior written permission from BHEL.
17. Cancellation /Termination of contract: BHEL shall have the right to completely or partially terminate the agreement by means of written notice to that effect. Termination of the Contract, for whatever reason, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.  
BHEL shall have the right to cancel/foreclose the Order/ Contract, wholly or in part, in case it is constrained to do so on account of any decline, diminution, curtailment or stoppage of the business.



18. Risk Purchase Clause: In case of failure of supplier, BHEL at its discretion may make purchase of the materials / services not supplied / rendered in time at the RISK & COST of the supplier. Under such situation, the supplier who fails to supply the goods in time shall be wholly liable to make good to BHEL any loss due to risk purchase.
- In case of items demanding services at site like erection and commissioning, vendor should send his servicemen/representatives within 7 days from the service call. In case a vendor fails to attend to the service call, BHEL at its discretion may also make arrangements to attend such service by other parties at the **RISK & COST** of the supplier. Under such situation the supplier who fails to attend the service shall be wholly liable to make good to BHEL any loss due to risk purchase/service including additional handling charges due to the change.
19. Shortages: In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages, caused by supplier's act or omission, shall be made good at free of cost within a reasonable time that BHEL may allow from such intimation.
- Transit Damages: In the event of receipt of goods in damaged condition or having found them so upon opening of packages at site, supplier shall make good of all such damages within a reasonable time from such intimation by BHEL. In case BHEL raises an insurance claim, the cost of material limited to insurance settled amount less handling charges will be reimbursed to supplier.
20. Remedial work: Notwithstanding any previous test or certification, BHEL may instruct the vendor to remove and replace materials/goods or remove and re-execute works/services which are not in accordance with the purchase order. Similarly BHEL may ask the vendor to supply materials or to execute any services which are urgently required for any safety reasons, whether arising out of or because of an accident, unforeseeable event or otherwise. In such an event, Vendor shall provide such services within a reasonable time as specified by BHEL.
21. Indemnity Clause: Vendor shall comply with all applicable safety regulations and take care for the safety of all persons involved. Vendor is fully responsible for the safety of its personnel or that of his subcontractor's men / property, during execution of the Purchase Order and related services. All statutory payments including PF, ESI or other related charges have to be borne by the vendor. Vendor is fully responsible for ensuring that all legal compliances are followed in course of such employment.
22. Product Information, Drawings and Documents: All specified drawings, technical documents or other technical information received by Vendor from BHEL or vice versa shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the Disclosing party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.
- Vendor, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit and enable BHEL to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in as many numbers of copies as may be agreed upon.
- All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the disclosing party.
23. Intellectual Property Rights, Licenses: If any Patent, design, Trade mark or any other intellectual property rights apply to the delivery (goods/related service) or accompanying documentation shall be the exclusive property of the Vendor and BHEL shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise during the execution of the Purchase Order/ contract for delivery by vendor and/or by its employees or third parties involved by the vendor for performance of the agreement shall belong to BHEL. Vendor shall perform everything necessary to obtain or establish the above mentioned rights. The Vendor guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Vendor shall do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged)

claims by third parties. The Vendor shall indemnify BHEL against any (alleged) claims by third parties in this regard and shall reimburse BHEL for any damages suffered as a result thereof.

24. Force Majeure: Notwithstanding anything contained in the purchase order or any other document relevant thereto, neither party shall be liable for any failure or delay in performance to the extent said failures or delays are caused by the "Act of God" and occurring without its fault or negligence, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care and vendor doing everything reasonably possible to resume its performance.

A party affected by an event of force majeure which may include fire, tempest, floods, earthquake, riot, war, damage by aircraft etc., shall give the other party written notice, with full details as soon as possible and in any event not later than seven (7) calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Notwithstanding above provisions, in an event of Force Majeure, BHEL reserves for itself the right to cancel the order/ contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of deliveries and other schedules.

25. Warranty:

Wherever required, and so provided in the specifications/ Purchaser Order, the Seller shall ensure that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance.

Unless otherwise specified in SCC, warranty period shall be applicable for a period of 24 months from the date of delivery of goods or 18 months from the date of commissioning of goods, whichever is earlier.

The warranty period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery. Unless otherwise specifically provided in the Purchase Order, Vendor's liability shall be co terminus with the expiration of the applicable warranty period.

26. Limitation of Liability: Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or wilful misconduct.

The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.

27. Liability during warranty: Vendor shall arrange replacement / repair of all the defective materials / services under its obligation during the warranty period. The rejected goods shall be taken away by vendor and replaced / repaired. In the event of the vendor's failure to comply, BHEL may take appropriate action including disposal of rejections and replenishment by any other sources at the cost and risk of the vendor. In case, defects attributable to vendor are detected during Warranty period or where the commissioning call is issued within the warranty period, vendor shall be responsible for replacement/ repair of the goods as required by BHEL at vendor's cost even after expiry of warranty period.

Further if the equipment or any part thereof cannot be used by reason of such defect and/or making good of such defect, the warranty period of the equipment or such part, as the case may be, shall be extended by a period equal to the period during which the equipment or such part cannot be used by BHEL because of any of the aforesaid reasons. Upon correction of the defects in the facilities or any part thereof by repair/replacement, such repair/replacement shall have the warranty period for a period of twelve (12) months from the time such replacement/repair of the equipment or any part thereof has been completed.

28. Liability after warranty period: At the end of the warranty, the Vendor's liability ceases except for latent defects. For the purpose of this clause, latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the warranty Period, but later. The Contractor's liability for latent defects warranty for the equipment including spares shall be limited to a period of six months from the end of the warranty period of the respective equipment including spares or first time commissioning, whichever is later but not later than one (01) year from the date of expiry of warranty period.

29. Compliance with Laws: Vendor shall, in performing the contract, comply with all applicable laws. The vendor shall make all remittances, give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the laws in relation to the execution and completion of the contract and for remedying of any defects; and the Contractor shall indemnify and hold BHEL harmless against and from the consequences of any failure to do so.
30. Settlement of Disputes: Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of supplies/work/services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply/work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).
31. Arbitration Clause in case of Contract with vendors other than Public Sector Enterprise (PSE) or a Government Department:

#### ARBITRATION & CONCILIATION

The parties shall attempt to settle any disputes or difference arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, or in connection with this contract through friendly discussions. In case no amicable settlement can be reached between the parties through such discussions, in respect of any dispute; then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL–EDN. Such Sole Arbitrator appointed, shall conduct the arbitration in English language.

The Arbitrator shall pass a reasoned award and the award of the Arbitration shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bangalore.

The cost of arbitration shall be borne as decided by the Arbitrator upon him entering the reference.

Subject to the Arbitration Clause as above, the Courts at Bangalore alone shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the parties shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and efficiency in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

#### Arbitration Clause in case of Contract with a Public Sector Enterprise (PSE) or a Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any Party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.'

32. Applicable Laws and Jurisdiction of Courts: Prevailing Indian laws both substantive and procedural, including modifications thereto, shall govern the Contract. Subject to the conditions as aforesaid, the competent courts in Bangalore alone shall have jurisdiction to consider over any matters touching upon this contract.
33. General Terms: That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents.

That the headings used in this agreement are for convenience of reference only.

That all notices etc., to be given under the Purchase order shall be in writing, type script or printed and if sent by registered post or by courier service to the address given in this document shall be deemed to have been served on the date when in the ordinary course, they would have been delivered to the addressee.



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Ltd.,**  
**(A Government of India undertaking)**  
**Electronics Division**

PB 2606 , Mysore Road Bangalore , 560026 INDIA

CE:PR:001- Rev 01

**INSTRUCTIONS TO BIDDERS**

**Bidder is requested to read the instructions carefully and submit their quotation taking into consideration of all the points:**

**A. GENERAL INSTRUCTIONS:**

1. Any Purchase Order resulting from this enquiry shall be governed by the Instructions to Bidders (document reference: CE: PR: 001 – Rev 01), General Conditions of Contract (document reference: CE: PR: 002 - Rev 01) and Special Conditions of Contract, if any, of the enquiry.
2. Any deviations from or additions to the “General Conditions of Contract” or “Special Conditions of Contract” require BHEL’s express written consent. The general terms of business or sale of the bidder shall not apply to this tender.
3. Regret letter (either through post or by mail or by EPS) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender. Supplier shall be liable for removal as a registered vendor of BHEL when the supplier fails to quote against four consecutive tender enquiries for the same item or all enquiries in last two years for the same item, whichever is earlier.
4. Procurement directly from the manufacturers is preferred. However, if the OEM/ Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. Agent/Representative authorized by the OEM/Principal in turn cannot further sub authorize any other firm for submitting the offer or for placement of order.

In case bids are received from the manufacturer/ supplier and his agent, bid received from the agent shall be ignored.

5. Consultant / firm (and any of its affiliates) shall not be eligible to participate in the tender/s for the related goods for the same project if they were engaged for consultancy services for the same project.
6. If an Indian representative/associate/liaison office quotes on behalf of a foreign based bidder, such representative shall furnish the following documents:
  - a. Authorization letter to quote and negotiate on behalf of such foreign-based bidder.
  - b. Undertaking from such foreign based bidder that such contract will be honored and executed according to agreed scope of supply and commercial terms and conditions.
  - c. Undertaking shall be furnished by the Indian representative stating that the co-ordination and smooth execution of the contract and settlement of shortages/damages/replacement/repair of imported scope till the equipment is commissioned and handed over to customer will be the sole responsibility of the Indian representative/associates/agent/liaison office.
  - d. Refer **Annexure I** on “Guidelines for Indian Agents”.
7. In case of imported scope of supply, customs clearance & customs duty payment will be to BHEL account after the consignment is received at Indian Airport /Seaport. Bidders must provide all original documents required

for completing the customs clearance along with the shipment. Warehousing charges due to incomplete or missing documentation will be **to supplier's account**. All offers for imported scope of supply by air, must be made from any of the gateway ports (within the country) indicated (**Refer Annexure II**).

8. The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL website: [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php)
9. Business dealings with bidders will be suspended if they are found to have indulged in any malpractices/misconduct which are contrary to business ethics like bribery, corruption, fraud, pilferage, cartel formation, submission of fake/false/forged documents, certificates, information to BHEL or if they tamper with tendering procedure affecting the ordering process or fail to execute a contract, or rejection of 3 consecutive supplies or if their firms / works are under strike/lockout for a long period. Bidder may refer "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available on [www.bhel.com](http://www.bhel.com) for more details.
10. 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 your notice.

#### **B. GUIDELINES FOR PREPARATION OF OFFER:**

1. Quotation shall be submitted in Single Part Bid, Two Part Bid or Three Part Bid, as called for in the tender:
  - **SINGLE PART BID:** Technical and Commercial Bid with prices along with price summary & filled in BHEL Standard Commercial terms and conditions in a single sealed envelope.
  - **TWO PART BID:** Unpriced offer i.e. "Techno-commercial Bid" with filled in BHEL Standard Commercial terms and conditions in a sealed envelope **along with the copy of the "Price Bid" without the prices** should be enclosed in one cover and the cover must be super scribed "**Techno-commercial offer**) and Priced offer i.e. "**Price Bid**" containing price summary in a separate sealed envelope and must be super scribed "**Price Bid**". Both these envelopes shall be enclosed in a single sealed envelope superscribed with enquiry number, due date of tender and any other details as called for in the tender document.
  - **THREE PART BID:** Pre-qualification Bid (Part-I), Techno Commercial Bid with filled in BHEL Standard Commercial terms and conditions (Part-II), and Price Bid (Part-III). All three envelopes shall be enclosed in a single sealed envelope superscribed with enquiry number, due date of tender and any other details as called for in the tender document.

If any of the offers (Part I, Part II or Part III) are not submitted before the due date and time of submission (or) if any part of the offer is incomplete, the entire offer of the bidder is liable for rejection.

2. Supplier shall ensure to superscribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the **envelope whether it is "Techno Commercial Bid" or "Price Bid" or "Pre-Qualification Bid"**. Please ensure complete address, department name and purchase executive name is mentioned on the envelope (before dropping in the tender box or handing over) so that the tender is available in time for bid opening.
3. BHEL standard Commercial Terms and Conditions (duly filled, signed & stamped) must accompany Technical-Commercial offer without fail and should be submitted in original only.

The above indicated submission of Offers in "**sealed envelope/hard copy**" as mentioned in points B.1-B.3 is applicable for tenders that are not floated through E-Procurement System (EPS).

- 4- Validity: Unless otherwise specified in SCC (special commercial conditions of contract), the offer will be valid for a period of 90 days from the date of part-I bid opening and in case of Negotiation/Counter-offer/Reverse

Auction, price validity will apply afresh for a period of \_60\_ days from the date of according final price by bidder (or) upto original validity period, whichever is later.

5. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if all terms and conditions of this enquiry are accepted by the supplier without deviation.
6. Deviation to this specification/item description, if any, shall be **brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail, as a part of Techno-Commercial Bid.** If no deviations are brought out in the offer it will be treated as if the entire specification of this enquiry is accepted without deviation.
7. Suppliers shall submit one set of original catalogue, datasheets, bill of materials, dimensional drawings, mounting details and/or any other relevant documents called in purchase specification as part of Technical Bid.
8. "Price Bid" shall be complete in all respects containing price break-up of all components along with all applicable taxes and duties, freight charges (if applicable) etc. Once submitted no modification / addition / **deletion will be allowed in the "Price Bid."** Bidders are advised to thoroughly check the unit price, total price to avoid any discrepancy.
9. In addition, bidder shall also quote for erection & commissioning charges/erection supervision & commissioning charges (E&C service charges) if applicable, documentation charges, testing Charges (type & routine), training charges etc. as applicable along with corresponding tax. The price summary must indicate all the elements clearly.
10. For Physical Export projects or wherever services are rendered by foreign suppliers in India, bidders should **indicate "lumpsum"** Erection and Commissioning (or) Erection Supervision and Commissioning charges, as applicable (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for carrying out E&C activity and further handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist (if any).
11. Wherever bidders require PAC (Project Authority Certificate)/applicable certificates for import of raw materials, components required for DECC,EPCG Power Projects, Export Projects or other similar projects wherein supplies are eligible for customs duty benefits, lists and quantities of such items and their values (CIF) has to be mentioned in the offer. Prices must be quoted taking into account of such benefits.
12. Prices should be indicated in both figures & words. Bid should be free from correction/overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. Any typographical error, totalling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure III** "Guidelines for dealing with Discrepancy in Words & Figures – quoted in **price bid**" and BHEL decision will be final.
13. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. However, this requirement is not mandatory for offers uploaded through E-Procurement System (EPS).

### **C. GUIDELINES FOR OFFER SUBMISSION:**

The under-mentioned clauses 1, 2&3 will not be applicable for EPS tenders.

1. Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in RFQ. The offers are to be dropped in the proper slot of the Tender Box kept in our reception area with caption "CE, SC&PV, DEFENCE". Tenders are opened on 3 days in a week (Monday/Wednesday/Friday). Tender must be deposited in the slot corresponding to the day (Monday - Box no.4/Wednesday - Box no. 6 /Friday - Box no.8) while depositing the offer.

2. E-Mail/ Internet/EDI offers received in time shall be considered only when such offers are complete in all respects. In case of offers received through E-mail, please send the offer to the email ID specified in the SCC document of the tender.
3. Offers of Vendors who already have a valid Technical/Commercial MOU with BHEL-EDN for the items of the RFQ shall mention the relevant MOU reference no. and give only such other details not covered in the MOU.
4. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over either of the two purchase officers whose names are mentioned in the SCC document of tender RFQ.
5. Tenders will be opened on due date, time and venue as indicated in the RFQ in the presence of bidders at the venue indicated in the RFQ. For EPS tenders, e-mail notifications will be automatically generated and forwarded to registered e-mail ID/s of bidders during opening of tenders.
6. Bidder will be solely responsible:
  - a. For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
  - b. For submission of offers in the correct compartment of the tender box based on the day of due date (Monday/Wednesday/Friday). Please check before dropping your offer in the correct tender box.
  - c. For depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong tender box (or) if the tender document is handed over to the wrong person, BHEL will not be responsible for any such delays.
  - d. For offers received through email etc., suppliers are fully responsible for lack of secrecy on information and ensuring timely receipt of such offers in the tender box before due date & time (This clause will not be applicable for EPS tenders).

The above indicated submission of Offers as mentioned in points 6.a-6.d is applicable for tenders that are not floated through EPS.

- e. In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, system/software requirements etc. will be the sole responsibility of the bidder. Wherever assistance is needed for submission of e-tenders, help-line numbers as available in the web-site of service provider of BHEL may be contacted.

**Purchase Executive/ BHEL shall not be responsible for any of the activities relating to submission of offer.**

#### **D. PROCESSING OF OFFERS RECEIVED:**

1. Any discount/ revised offer submitted by the supplier on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
2. Changes in offers or Revised offers given after Part-I bid opening shall not be considered as a part of the original offer unless such changes/revisions are requested by BHEL. In case of withdrawal of any Technical/Commercial deviation(s) by the bidder before opening of price bids/conducting the Reverse Auction, revision of price/impact bid will not be accepted.
3. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the supplier will not be allowed to change any of their bids after Technical bids are opened (after the due date and time of tender opening).
4. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions by BHEL and it accounts for price implications from bidders, all 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. Impact price will be applicable only for changes in technical specification / commercial conditions by BHEL. The impact price must be submitted on or before the cut-off date specified by BHEL and the original price bid and the price impact bid will be opened together at the time of price bid opening.

5. BHEL reserves the right to adopt Reverse Auction or standard Price Bid Opening procedure for price evaluation, at its discretion. This shall be decided after completion of techno-commercial evaluation of tender (Refer BHEL website [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php) for Guidelines of Reverse Auction). In case BHEL does not resort to Reverse Auction, the price bids and price impacts (if any) already submitted and available with BHEL shall be opened as per BHEL's standard practice.
6. Un-opened bids (including price bids) will be returned to the respective bidders after release of Purchase order. Regarding Offers for EPS tenders that get rejected on PQC/ techno-commercial grounds, the bids for the subsequent parts will not be opened i.e., both technical bid and price bid (Parts-II & III) will not be opened in case of rejection on PQC ground and price bid (Part-II/Part-III, as applicable) will not be opened in case of rejection on techno-commercial ground.
7. After receipt of Purchase Order, supplier should submit required documents viz., specified drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer.
8. Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of Purchase Order, unless clarification is sought for by BHEL and agreed upon in the Purchase Order.
9. Evaluation shall be on the basis of delivered cost (i.e. **"Total Cost to BHEL"**).

**"Total Cost to BHEL"** shall include total basic cost, packing & forwarding charges, taxes and/or duties (as applicable), freight charges, taxes on Services, customs clearance charges for imported items, any other cost indicated by bidder for execution of the contract and loading factors (for non-compliance to BHEL Standard Commercial Terms & Conditions). Benefits arising out of Nil Import Duty on DEEC, EPCG, DFIA Projects, Physical Exports or such 100% exemptions (statutory benefits), project imports, customer reimbursements of statutory duties (like Basic Customs Duty and cess on customs duty), Input tax credits as applicable will also be taken into account for arriving at the Total cost to BHEL (wherever applicable and as indicated in SCC document of tender).

For EPS tenders, it shall be noted that the prices (including discounts) vis-a-vis currency quoted in EPS portal only will be considered as Final for the purpose of evaluation of the lowest bidder. Bidder shall ensure to indicate the applicable taxes against each line item in online portal, failing to which the same will be considered as inclusive/NIL.

10. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids:	Date of tender opening
Two/three part bids:	Date of Part-I bid opening
Reverse Auction:	Date of Part-I bid opening

In case of Performance Bank Guarantee (PBG) also, exchange rate will be considered as mentioned above for converting foreign currency to Indian currency and vice versa.

If the relevant day happens to be a bank holiday, then the exchange rate as on the previous working day of the bank (SBI) shall be taken.

11. Ranking (L-1, L-2 etc.) shall be done only for the techno-commercially acceptable offers.

**E. INFORMATION ON PAYMENT TERMS:**

1. All payments will be through Electronic Fund transfer (EFT). Vendor has to furnish necessary details as per BHEL standard format (**Refer Annexure IV**) for receiving all payments through NEFT.(Applicable for Indian vendors only)
2. In case of High Sea Sales transaction, customs clearance of the consignment landed on Indian Sea/Air ports will be done by BHEL based on the original HSS documents provided by vendors. All warehousing charges due to delay in submission of complete and or correct HSS documents to BHEL will be to supplier's account only. Such recovery will be made out of any of the available bills (**Refer Annexure V**).
3. Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.

In addition to the above, Foreign vendors shall also submit relevant details of their bankers like Swift Code, Banker's Name &Address etc.

4. Incomplete documentation will not be accepted. Delayed submission of invoice / documents may result in corresponding delay in payment. In this connection, request to also refer clause: G about invoicing & payment formalities under GST regime. Applicable documents shall be submitted to the purchaser at the time of execution of supplies/services for availing GST input credits.

**F. STANDARD PAYMENT TERMS OF BHEL-EDN:**

<b><u>PURCHASE ORDERS FOR:</u></b>	<b><u>SUPPLY WITH ERECTION &amp; COMMISSIONING</u></b>	<b><u>SUPPLY WITH ERECTION SUPERVISION &amp; COMMISSIONING</u></b>	<b><u>SUPPLY ONLY</u></b>
<b><u>INDIGENOUS PROCUREMENT</u></b>	<p>a. 90% of basic value + 100% of taxes and freight charges will be paid in 45 days from the date of dispatch or 15 days from the date of submission of complete set of documentation, whichever is later.</p> <p>Balance 10% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of E&amp;C.</p> <p><u>Note:</u> In case PBG is not furnished, only 80% payment will be released against 90% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice &amp; Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	<p>b. 95% of the basic value + 100% of taxes and freight charges will be paid in 45 days from the date of dispatch or 15 days from the date of submission of complete set of documentation, whichever is later.</p> <p>Balance 5% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of commissioning.</p> <p><u>Note:</u> In case PBG is not furnished, only 85% payment will be released against 95% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice &amp; Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	<p>c. 100% of PO value with taxes and freight will be paid in 45 days from the date of dispatch or 15 days from the date of submission of complete set of documentation, whichever is later.</p>

<b><u>PURCHASE ORDERS FOR:</u></b>	<b><u>SUPPLY WITH ERECTION &amp; COMMISSIONING</u></b>	<b><u>SUPPLY WITH ERECTION SUPERVISION &amp; COMMISSIONING</u></b>	<b><u>SUPPLY ONLY</u></b>
<b><u>IMPORT PROCUREMENT</u></b>	<p>d. 90% of the basic value will be paid on the 45th day, against usance draft of 45 days, from the date of AWB/BOL on submission of complete set of documents.</p> <p>Balance 10% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of E&amp;C.</p> <p><u>Note:</u> In case PBG is not furnished, only 80% payment will be released against 90% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice &amp; Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	<p>e. 95% of the basic value will be paid on the 45th day, against usance draft of 45 days, from the date of AWB/BOL on submission of complete set of documents.</p> <p>Balance 5% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of commissioning.</p> <p><u>Note:</u> In case PBG is not furnished, only 85% payment will be released against 95% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice &amp; Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	<p>f. 100% of PO value will be paid against usance draft of 45 days from the date of AWB/BOL on submission of complete set of documents.</p>
<b><u>HIGH-SEA SALES PROCUREMENT</u></b>	<p>g. 90% of basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later.</p> <p>Balance 10% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of E&amp;C.</p> <p><u>Note:</u> In case PBG is not furnished, only 80% payment will be released against 90% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice &amp; Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	<p>h. 95% of the basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later.</p> <p>Balance 5% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of commissioning.</p> <p><u>Note:</u> In case PBG is not furnished, only 85% payment will be released against 95% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice &amp; Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.</p>	<p>i. 100% of basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation, whichever is later.</p>

**j. Comprehensive Annual Maintenance Contract:**

**Evaluation methodology:** Unless and otherwise specified in SCC, CAMC will be applicable for a period of 04 years from the date of expiry of warranty period (or) from the date of completion of commissioning of equipment, whichever is later and the total AMC value should not be less than 20% of the main supply value. In case the quoted total AMC value is less than 20% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price and apportioning towards AMC charges.

**Payment terms:** 100% AMC charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of AMC on yearly basis.

**k. Terms of Payment for Training:** 100% payment will be made in 45 days from the date of completion of Training or 15 days from the date of submission of complete set of invoice along with documentary evidence, whichever is later.

**LOADING FACTORS FOR DEVIATION IN PAYMENT TERMS (APPLICABLE FOR IMPORT PROCUREMENT ONLY):**

- 1) For offers received with Sight draft payment term in place of Usance draft, loading applicable will be 1.0% of basic value.
  - 2) For offers received with Letter of Credit payment term with Usance of 45 days, loading applicable will be 2.5% of basic value.  
Additional loading of 2% will be applicable for payment term as Letter of Credit at Sight.
- l.** Any payment term with credit period of less than 45 days for indigenous supply/HSS and any other variation of payment terms are liable for rejection.
- m.** Standard payment terms indicated in Clauses: F (a), (b), (c), (d), (e), (f), (g), (h), (i), (j) & (k) will not attract any loading.

**Note 1:** Basic value of Purchase Order mentioned above will include all components of the purchase order and will exclude only taxes, duties, freight, training charges, E&C and AMC charges (wherever applicable). Wherever the Purchase Order is split into import portion and indigenous portion of supply, the retention money will be 10% (where scope includes E&C) or 05% (where scope includes Erection supervision & Commissioning) of both purchase order values put together.

**Note 2:** If the E&C could not be completed till the end of the Warranty period due to reasons not attributable to the supplier, BHEL will release the retention money to the supplier against Bank Guarantee for equivalent value valid for an initial period of one year.

**Note 3:** In case of Physical Export projects or wherever services are rendered by foreign suppliers in India, E&C charges (if quoted separately/extra by bidder) will be paid in 15 days from the date of submission of supplementary invoice/ documents against proof of completion of E&C.

**Note 4:** In case of multiple packages/units in a power plant, payment of retention money/E&C charges will be processed on pro-rata basis.

**Note 5:** No deviation will be permitted from the duration of Guarantee/Warranty and/or Comprehensive Annual Maintenance Contract period specified in SCC.

**G. Terms & Conditions to be complied under GST regime:**

1. All invoices to contain BHEL-EDN (buyer) GSTIN number: 29AAACB4146P1ZB. However for CGST +SGST/UGST billing outside the state of Karnataka, invoice has to be generated with **BHEL's Nodal Agency GSTIN** number. Address of Nodal Agency along with GSTIN number will be provided by BHEL at the time of issuing dispatch clearance.
2. **The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.**
3. The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
4. Invoice submitted should be in the format as specified under GST Laws viz., all details as mentioned in Invoice Rules like GST registration number(GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
5. Payment of GST to Vendor will be made only if it is matching with data uploaded by the Vendor in GST portal.
6. For invoices paid on Reverse charge basis – **"Tax payable on reverse charge basis"** to be mentioned on the invoice.
7. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/ leviable on BHEL.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.
9. Vendor should intimate BHEL immediately on the same date of invoicing without any delay.
10. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL.
11. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.

**H. Performance bank guarantee (PBG):**

Performance bank guarantee (PBG) will be applicable as called in the tender documents. Unless otherwise specified in the SCC, the PBG against performance of the contract shall be valid for a period of 24 months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10 % of the basic value of the purchase order which will include all components of the purchase order and will exclude only taxes, duties, freight, training charges, E&C and AMC charges (wherever applicable).

1. The BG issued in Indian Rupees by Banks in India is to be executed on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is

higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Bank issuing the guarantee.

2. No deviation for the duration and value of PBG will be permitted.
3. PBG shall be from any of the BHEL consortium of bankers (**refer Annexure VI**).
4. PBGs from nationalized banks are also acceptable.
5. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order.
6. PBG should be in the format specified (**refer Annexure VII**). No deviation to this format will be allowed. However in case BHEL changes the PBG format, bidder shall honor the same.
7. Bank Guarantee should be enforceable in Bangalore.
8. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in Bangalore.
  - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the **Vendor country's Bank**)
    - b.1 Please note that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (**BHEL's Consortium Bank**) branch in India. It shall be noted that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.
    - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 is required to be followed.
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).
9. Expired BGs / PBGs will be returned only after expiry of the claim period or on completion of the contractual obligation with respect to Purchase Order.
10. PBG shall not be applicable for spares.

#### **I. PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES) :**

Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSEs registered with Government designated authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise.

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the Part I / Technical bid to avail the applicable benefits:

- a. Attested copy of valid NSIC certificate or
- b. Attested copy of either **Entrepreneur's Memorandum part II (EM II) certificate**/Udyog Aadhar certificate having deemed validity (five years from the date of issue of acknowledgement in EM II/Udyog Aadhar) or
- c. EM II/ Udyog Aadhaar certificate along with attested copy of a CA certificate (Format enclosed at Annexure VIII where deemed validity of EM II certificate/ Udyog Aadhaar certificate of five years have 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-I in case of two-part bid and three-part bid).

Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of part I bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the price bid opening/Reverse Auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises.

**PURCHASE PREFERENCE FOR MSE VENDORS:**

- d. MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 20% of the requirement against this tender provided
1. The MSE vendor matches the L1 price.
  2. L1 price is from a non MSE vendor.
  3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
  4. 20% of the 20% (i.e. 4% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled.
  5. In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 4% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.
  6. Serial no. 1 to 5 will not be applicable wherever it is not possible to split the tendered quantity/items on account of customer contract requirement, or the items tendered are systems. Such information that tendered quantity will not be split shall be indicated in the SCC.

**J. INTEGRITY COMMITMENT IN THE TENDER PROCESS, AND EXECUTION OF CONTRACTS:**

1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the Tender process and execution of the Contract. BHEL will, during the tender process, treat all bidder / suppliers in a transparent and fair manner, and with equity.
2. Commitment by Bidder(s)/ Contractor(s):
  - a. The Bidder(s)/ Contractor(s) commit(s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision or benefit which he is not legally entitled to.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding or any actions to restrict competition.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Acts. 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 BHEL as part of business relationship.
  - d. 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 and shall adhere to the relevant guidelines issued from time to time by Government of India/ BHEL.

If the Bidder(s) / Contractor(s), before award or during execution of the Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, BHEL is entitled to disqualify the Bidder(s) / Contractor (s) from the tender process or terminate the contract and/ or take suitable action as deemed fit.

**K. Integrity Pact (IP):**

- a) 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) have 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 in 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 a preliminary qualification.

- b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs (Annexure IX). In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note: 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 clarification/ issues shall be addressed directly to the tender issuing (procurement) department.”





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**PROJECT : ENNORE SEZ 2 X 660MW STPP,NORTH CHENNAI STAGE  
III 1 X 800MW STPP,UPPUR 2 X 800MW STPP**

**CUSTOMER : M/s TANGEDCO**

## **PURCHASE SPECIFICATIONS FOR ELECTRONIC WATER LEVEL INDICATOR FOR HP HEATERS**

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APPROVED BY

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PREPARED BY

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DATE

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09.07.2018



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03	TECHNICAL SPECIFICATIONS FOR EWLI	CE/416/ENNORE/EWLI/TS REV. 00 ,SHEETS 13

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**PROJECT : ENNORE SEZ 2 X 660MW STPP,NORTH CHENNAI STAGE  
III 1 X 800MW STPP,UPPUR 2 X 800MW STPP**

**CUSTOMER : M/s TANGEDCO**

## GENERAL INSTRUCTIONS TO BIDDERS

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## SECTION- A

### GENERAL INSTRUCTIONS TO BIDDERS:

- 1.0 All required documents against this Tender/Specification shall be submitted in English only.
- 2.0 Introduction: Bidders are required to offer ELECTRONIC WATER LEVEL INDICATOR for HP HEATERS in Thermal Power Plant Applications.
- 3.0 In order to accept the Technical offers / proposals from Bidders for the project mentioned in this Specification (refer Section C), certain Pre-qualification criteria are required to be met by Bidder.
- 4.0 Pre-qualification requirements are clearly mentioned in Section-B of this Specification. Bidder to read the same carefully and submit the details required for BHEL's acceptance.
- 5.0 Submit duly-filled Supplier Registration Form (SRF), which shall be downloaded by Bidder from our website "www.bhel.com. This is required for registration of new vendors at BHEL EDN against item Electronic Water Level Indicator.
- 6.0 BHEL May visit vendor's work for verification of facilities offered and BHEL decision on suitability of manufacturing facility is final and binding.
- 7.0 In case Bidder does not include the details or meet the requirements of Pre-qualification requirements, their offer will be summarily rejected and Bidder's Technical offers will not be evaluated.

### Evaluation methodology:

Evaluation methodology as below

BHEL shall initially open Bidder's PQR documents as per Section-B of this specification for review & acceptance

If the Bidders who are meeting PQR requirements as per Section-B of this specification, Technical Offers of those bidders only will be considered for evaluation.

If the Bidders who are meeting technical requirements as per Section C of this specification, Those Bidders will be taken up with End user/Customer for approval.

If the Bidders who are approved by End user/Customer, Commercial bids of Those bidders will be considered for further evaluation by BHEL.

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8.0 Bidders are required to submit offers as detailed below :

- aa. Documents pertaining to Pre-Qualification requirement (CI AA of Section B of this Specification) shall be in a Separate cover /Soft Folder with reference no. "CE/416/EWLI/PQR / CI AA of Section B" marked on it.
- bb. Documents pertaining to Pre-Qualification requirement (CI BB of Section B of this Specification) shall be in a Separate cover/Soft Folder with reference no "CE/416/EWLI/PQR / CI BB of Section B" marked on it.
- cc. Technical offers/proposals for the Project, whose requirements are mentioned in Sections C will be submitted in a separate cover/Soft Folder with RFQ Reference & Reference marked on it.

Note 1:-Whenever required during evaluation of PQR and Technical offers/bids, vendor is required to be present at BHEL Electronic Division, Bangalore, for discussions. Further in the event of order, during approval of the vendor documents by End users/Customers, if needed vendor shall accompany BHEL representative for discussions.

Note 2:- Changes in Technical Specifications will be discussed with the bidders who Qualified PQR for this tender.



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**PROJECT : ENNORE SEZ 2 X 660MW STPP,NORTH CHENNAI STAGE  
III 1 X 800MW STPP,UPPUR 2 X 800MW STPP**

**CUSTOMER : M/s TANGEDCO**

## PRE-QUALIFICATION REQUIREMENTS

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DATE

09.07.2018



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## SECTION- B

### AA. Pre-Qualification Requirements (PQR) of Bidders for Electronic Water Level Indicator, as a part of Offer:

1. The bidder should have executed/ completed work of “Design, supply of Electronic Water level Indicator in a Power Plant for at least 1 unit on the bid opening date of this tender.
2. Original Equipment Manufacturers based outside India, who are making offer for this tender shall have authorized representatives in India for support related to Documentation, supervision of Commissioning & any other co-ordination work. The Indian representative should have the team of experienced service engineers on payroll.
3. Submit Reference List of Projects wherein offered system is supplied to power plant applications.
4. For Vendors offering upgraded / latest models of various System, PQR of previous model is acceptable. OEM shall certify that offered model is upgraded version of previous model.
5. OEM shall furnish an undertaking that in case of change in Indian representative / agent, OEM shall continue to support supplies made by previous representatives/agents w.r.t to field service and supply of spare parts.
6. Bidder shall have optimum inventory of critical components like sensors/ electronic Units, probe cables etc. to meet site requirements/failures on urgency basis.
7. BHEL shall issue call for service / commissioning with 10 days’ notice. Bidder shall agree to visit BHEL project sites within above notice period.

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**BB. Additional Documents to be submitted along with the documents related to PQR above for reference :**

1. Technical literature / Manuals of offered Sensors/ System/ Accessories.
2. In the event of technical specification not indicated in Technical literature, confirmation from OEM is acceptable. Such confirmations shall be suitably supported by certificates like Type test/ Routine test certificates.
3. Submit Unpriced Purchase Order copies for executed projects in the past three years.
4. Submit List of Projects, for which supplied in the past three years.
5. Name & registered address of the Indian branch office or Indian representative for support of E&C and after sales service with Organization chart.
6. Bidder shall have facility in India for Engineering activities, preparation of Documents, trouble shooting.
7. If Bidder is not Original Equipment Manufacturer (OEM), then Bidder to include Authorization letter from OEM for Design, Engineering, Manufacture, Testing, supply, Erection, Commissioning and Servicing of the offered System. This Authorization letter provided by OEM to Bidder shall indicate the Type and Duration of Validity of the agreement.

Important Note: In case Bidder does not submit details mentioned in above clauses (AA) or meet the requirements of Pre-qualification requirements (AA), Offers will be summarily rejected and Bidder's Technical offers/proposals will not be evaluated. Please read carefully the GENERAL INSTRUCTIONS in Section A of this specifications.

**Note 4: A point-wise compliance to be submitted for SECTION-B along with all relevant documents.**





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**PROJECT : ENNORE SEZ 2 X 660MW STPP,NORTH CHENNAI STAGE  
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**CUSTOMER : M/s TANGEDCO**

## TECHNICAL SPECIFICATIONS FOR ELECTRONIC WATER LEVEL INDICATOR FOR HP HEATERS

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**PROJECT : ENNORE SEZ 2 X 660MW STPP, NORTH CHENNAI STAGE  
III 1 X 800MW STPP, UPPUR 2 X 800MW STPP**

**CUSTOMER : M/s TANGEDCO**

## SCOPE OF SUPPLY

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## SCOPE OF SUPPLY

### Electronic Water Level Indicator

- I. Ennore Sez 2 X 660MW STPP –Total Quantity -6 Sets (For Typical EWLI arrangement refer Drawing No: CE/416/EWLI/ENNORE)
- II. North Chennai Stage III 1 X 800MW STPP- Total Quantity -6 Sets (For Typical EWLI arrangement refer Drawing No: CE/416/EWLI/NC-STAGE-III)
- III. Uppur 2 X 800MW STPP-Total Quantity -12 Sets (For Typical EWLI arrangement refer Drawing No: CE/416/EWLI/UPPUR)

Each Set consists of as below

- I. Conductivity Probes & Sensors –Maximum Pitch between probes shall be 50mm. Alarms shall be provided as per drawings enclosed
- II. Stand pipes/columns with Isolation valve, Equal tees, Vent (Rating shall be 1500PSI) and Drain Valves (Rating shall be 1500PSI) with Complete Assembly shall be IBR certified as per Typical EWLI Arrangement drawings.
- III. Electronic unit for Indication and Electronic unit for Validation & Remote Display unit- all the Interconnecting cables to complete system.  
All Cables between Probes to electronic unit for validation and electronic unit for indication (Each cable length =20 meters)  
Each Cable from Electronic units to remote display unit located at CCR room is about 100Meters

#### 1. Mandatory spares –

- I. Ennore Sez 2 X 660MW STPP –Total Quantity -1 Sets (For Typical EWLI arrangement refer Drawing No:CE/416/EWLI/ENNORE)
- II. North Chennai Stage III 1 X 800MW STPP- Total Quantity -1 Sets (For Typical EWLI arrangement refer Drawing No:CE/416/EWLI/NC-STAGE-III)
- III. Uppur 2 X 800MW STPP-Total Quantity -2 Sets (For Typical EWLI arrangement refer Drawing No:CE/416/EWLI/UPPUR)

#### 2. Following items unit Price break up shall be provided to addition/deletion as applicable

- I. Probe
- II. Each Cable type
- III. Isolation valve (Rating 1500PSI) & Drain valve (Rating 1500PSI)
- IV. 2 Channel
- V. 8 Channel
- VI. Each step of 2 channel price

#### 3. Supervision of erection and Total Commissioning and hand over of offered systems offered to owner/End user.



EDN

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**PROJECT : ENNORE SEZ 2 X 660MW STPP,NORTH CHENNAI STAGE**

**III 1 X 800MW STPP, UPPUR 2 X 800MW STPP**

**CUSTOMER : M/s TANGEDCO**

## TECHNICAL REQUIREMENTS

APPROVED BY

ASHISH MANJHI

PREPARED BY

RAJESH LINGUTLA

ISSUED

416

DATE

09.07.2018



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## TECHNICAL REQUIREMENTS

Electronic Remote Level Monitoring system working on principle of electrical conductivity between steam and water. The monitoring system shall meet the technical requirements as indicated below.

1. The sensing electrodes shall be placed in equal pitch. Maximum distance (gap) between two electrodes shall be 50mm and the electrodes shall be arranged in such a way that the last and first electrode shall not be any alarm or trip level.
2. The detector unit, logic units, 2x100% redundant power supply units/packs shall be housed in separate and independent cubicles for pressure vessel on each side of the tank. The Electronic unit mounted locally should have detector units, logic units etc. & shall be independent for each pressure vessel.
3. Indication shall be provided at field for both indication and **validation system**. Remote indication is to be provided for indication system at unit control panel in CCR. Local Indication should be inbuilt in local electronic unit. The electronic unit shall be mounted at Field on the 'local instrument rack' and necessary hardware shall also be offered. Bidder to furnish mounting details of the electronic unit with the offer.
4. Electrode assembly shall have blow out and leakage proof sealing arrangement. Stand Pipe (Water Column) and Field proven ceramic/zirconia probes with insulation shall be suitable for design pressure of 110 Kg/Cm<sup>2</sup> and Design temperature of 310 Deg C.
5. The logic shall be such that the trip and alarm relay circuits shall be independent for each for Low, High and High-High levels of tank. Monitoring of set time for trip generation and provision of setting time delay shall be available in the system. Trip logic shall be independent and separate from faultfinding logic.
6. The system shall have fault diagnostic features such as process fault, system hardware fault, probe failure, circuit board failure, shorted wire etc. Further the system shall be able to distinguish between a cable fault and an electrode fault.
7. The necessary relays and relay modules for the Output Contacts shall be of proven design and each contact shall be rated for 5A, 240V AC/0.25A 220V DC rating. All these contacts shall be 2SPDT type. The **vessel** holding electrodes **shall be IBR certified**. The system shall be proven and approved by Factory mutual, USA of equivalent, IBR etc,
8. All vent, drain and isolation valves shall meet 1.5 times the max. design conditions.

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## TECHNICAL REQUIREMENTS

9. Each of the switching system shall be fed with redundant +240 volts (+/- 10%), Ac power supply. Feeders to be terminated at the Bidder electronic unit by the BHEL. The redundant power packs/modules shall be provided by the bidder. Failure of one of the redundant power packs/modules, transformer shall not affect the system performance in any way including the availability of level sensibility by all the probes. Further power supply shall be monitored and potential free contact shall be provided as alarm for any of the power packs/modules failures.
10. The electrodes shall be designed in such a manner that they sense the rising water level and that they do not give faulty indication due to the falling condensate on the electrodes. Also each system shall incorporate proper validation circuits that eliminate spurious or unwanted alarm/trip actions due to a single channel fault.
11. The system design shall be such that it shall ensure that failure of one probe circuit shall not affect another probe circuit and failure of any electrode will not hamper the system function and operation. Further the entire system shall be of proven fail safe design.
12. Switching elements shall be snap acting shock and vibration proof. All switches shall have electrically independent 2SPDT changeover contacts to enable non-coincidence monitoring.
13. All switches shall have 0.5% repeatability unless specified otherwise.
14. All switch devices shall be provided with 3/4" NPT conduit connection/compression type cable gland. The process connection shall be as indicated in the respective specification clauses above.
15. Electronic unit shall be finished in IP-65 weather proof housing and suitable for mounting in open/Dusty Environment .Type test certificates shall be provided for approval of owner.
16. Hydro static test of stand pipes shall be carried out at 1.5 times the design pressure.
17. Indicator shall be Red LED for steam / Green LED for Water / Amber LED for fault
18. Bidder shall furnish clause wise compliance/deviation list with the offer.

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**PROJECT : ENNORE SEZ 2 X 660MW STPP,NORTH CHENNAI STAGE  
III 1 X 800MW STPP, UPPUR 2 X 800MW STPP**  
**CUSTOMER : M/s TANGEDCO**

## INSTRUMENT SCHEDULE

APPROVED BY

ASHISH MANJHI

PREPARED BY

RAJESH LINGUTLA

ISSUED

416

DATE

09.07.2018



## Instrument Schedule

CE/416/EWLI/INS

**Project : Ennore Sez.2 X 660MW STPP**

S.No	KKS Tag	Description	Sesnor Type	Range(mm)	Oper Press(Kg/Cm2)	Design Press(Kg/Cm2)	Design Temp (Deg C)	Centre to Centre Distance	End Connection	Total Quantity
1	LAD12CL012	HPH-6 LEVEL	EWLI	0-1300	25.34	30	235	1300mm	1"SW	2
2	LAD32CL012	HPH-7 LEVEL	EWLI	0-1300	55.82	73.1	290	1300mm	1"SW	2
3	LAD52CL012	HPH-8 LEVEL	EWLI	0-1300	81.47	88	301	1300mm	1"SW	2
4	Mandatory Spare		EWLI	0-1000	81.47	88	301	1300mm	1"SW	1

**Project : North Chennai Stage III 1.X 800MW STPP**

S.No	KKS Tag	Description	Sesnor Type	Range(mm)	Oper Press(Kg/Cm2)	Design Press(Kg/Cm2)	Design Temp (Deg C)	Centre to Centre Distance	End Connection	Total Quantity
1	LAD22CL012	HPH-7B LEVEL	EWLI	0-1000	26	30	230	1000mm	1"SW	1
2	LAD32CL012	HPH-8A LEVEL	EWLI	0-1000	63.68	74.8	280	1000mm	1"SW	1
3	LAD42CL012	HPH-8B LEVEL	EWLI	0-1000	63.68	74.8	280	1000mm	1"SW	1
4	LAD52CL012	HPH-9A LEVEL	EWLI	0-1000	96.52	110	310	1000mm	1"SW	1
5	LAD62CL012	HPH-9B LEVEL	EWLI	0-1000	96.52	110	310	1000mm	1"SW	1
6	LAD12CL012	HPH-7A LEVEL	EWLI	0-1000	26	30	230	1000mm	1"SW	1
7	Mandatory Spare		EWLI	0-1000	63.68	74.8	280	1000mm	1"SW	1

**Project : UPPUR 2.X 800MW STPP**

S.No	KKS Tag	Description	Sesnor Type	Range(mm)	Oper Press(Kg/Cm2)	Design Press(Kg/Cm2)	Design Temp (Deg C)	Centre to Centre Distance	End Connection	Total Quantity
1	LAD22CL012	HPH-7B LEVEL	EWLI	0-1000	26	30	230	1000mm	1"SW	2
2	LAD32CL012	HPH-8A LEVEL	EWLI	0-1000	63.68	74.8	280	1000mm	1"SW	2
3	LAD42CL012	HPH-8B LEVEL	EWLI	0-1000	63.68	74.8	280	1000mm	1"SW	2
4	LAD52CL012	HPH-9A LEVEL	EWLI	0-1000	96.52	110	310	1000mm	1"SW	2
5	LAD62CL012	HPH-9B LEVEL	EWLI	0-1000	96.52	110	310	1000mm	1"SW	2
6	LAD12CL012	HPH-7A LEVEL	EWLI	0-1000	26	30	230	1000mm	1"SW	2
7	Mandatory Spare		EWLI	0-1000	63.68	74.8	280	1000mm	1"SW	2

**Grand Total  
Quantity for 28 Sets  
three projects**



EDN

Ref.: CE/416/EWLI/DWG

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**PROJECT : ENNORE SEZ 2 X 660MW STPP, NORTH CHENNAI STAGE**

**III 1 X 800MW STPP, UPPUR 2 X 800MW STPP**

**CUSTOMER : M/s TANGEDCO**

## TYPICAL ARRANGEMENT OF EWLI

APPROVED BY

ASHISH MANJHI

PREPARED BY

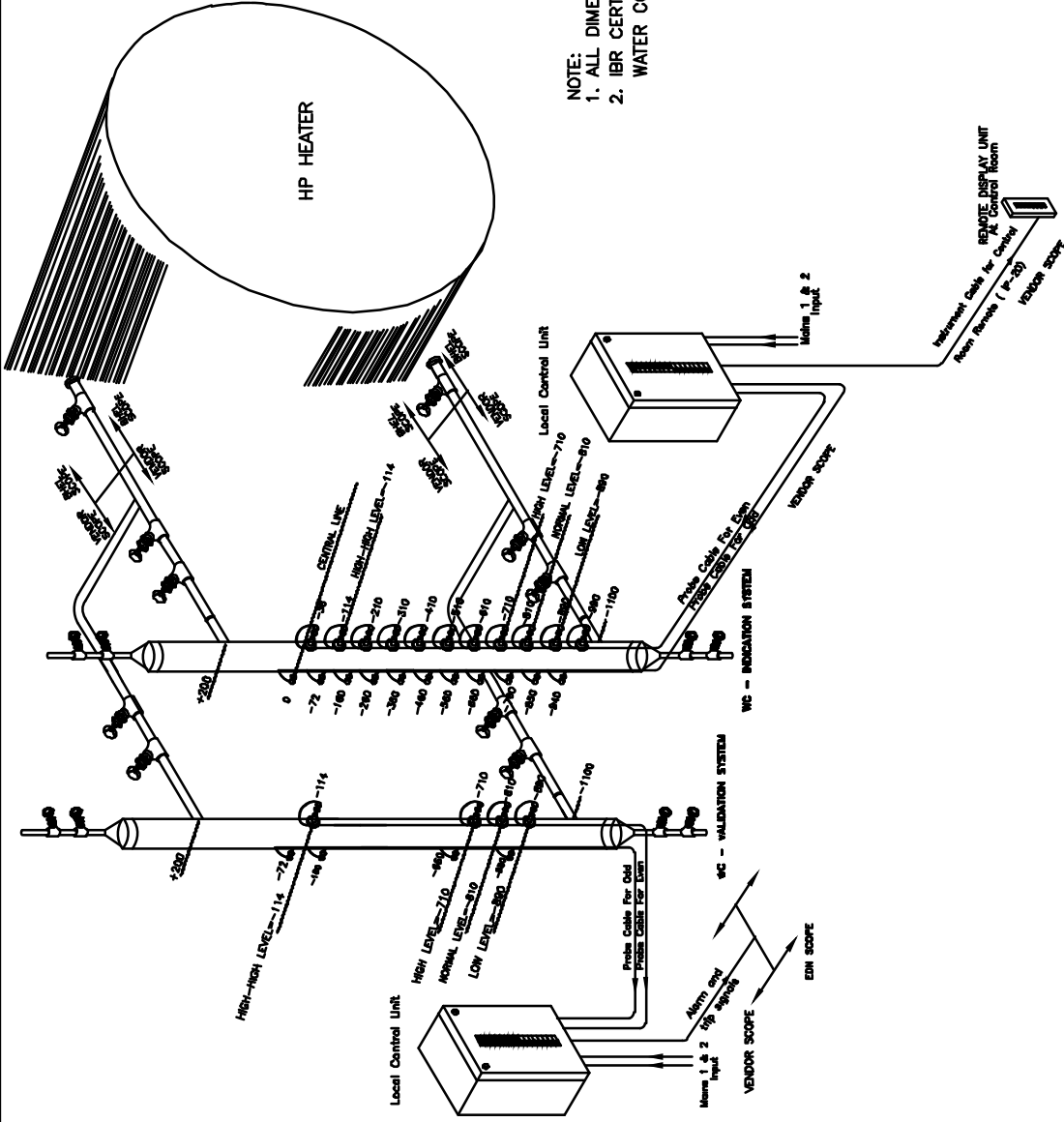
RAJESH LINGUTLA

ISSUED

416

DATE

09.07.2018



NOTE:  
 1. ALL DIMENSION ARE IN MM  
 2. IBR CERTIFICATION SHALL BE PROVIDED FOR WATER COLUMNS, FITTINGS, VALVES, PIPES.

PROJECT : ENNORE SEZ 2x660MW STPP.  
 CUSTOMER : M/s TANGEDCO.

 **BHARAT HEAVY ELECTRICALS LIMITED.**  
 ELECTRONICS DIVISION, BENGALURU

TITLE:  
**TYPICAL ARRANGEMENT OF EWLI**

No. OF SHEETS	04
SHEET No.	02

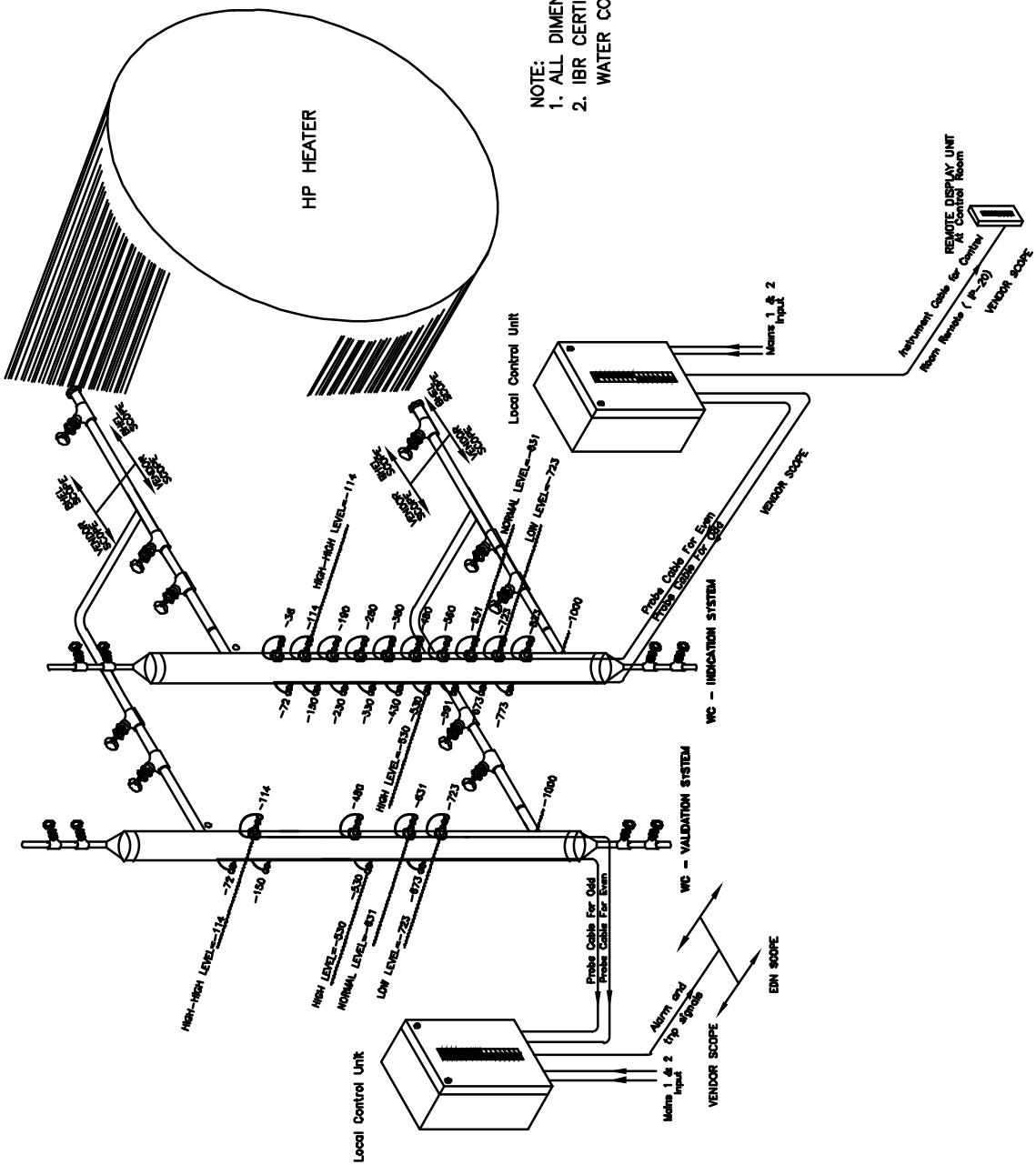
REV 00

NAME	SIGN	DATE
DRAWN	HKS	06.07.18
CHECKED	RKL	06.07.18
APPROVED	AM	06.07.18

DEPT. ENGG

CODE 416

DRG. No. CE/416/EWLI/ENNORE



**NOTE:**  
 1. ALL DIMENSION ARE IN MM  
 2. IBR CERTIFICATION SHALL BE PROVIDED FOR WATER COLUMNS, FITTINGS, VALVES, PIPES.

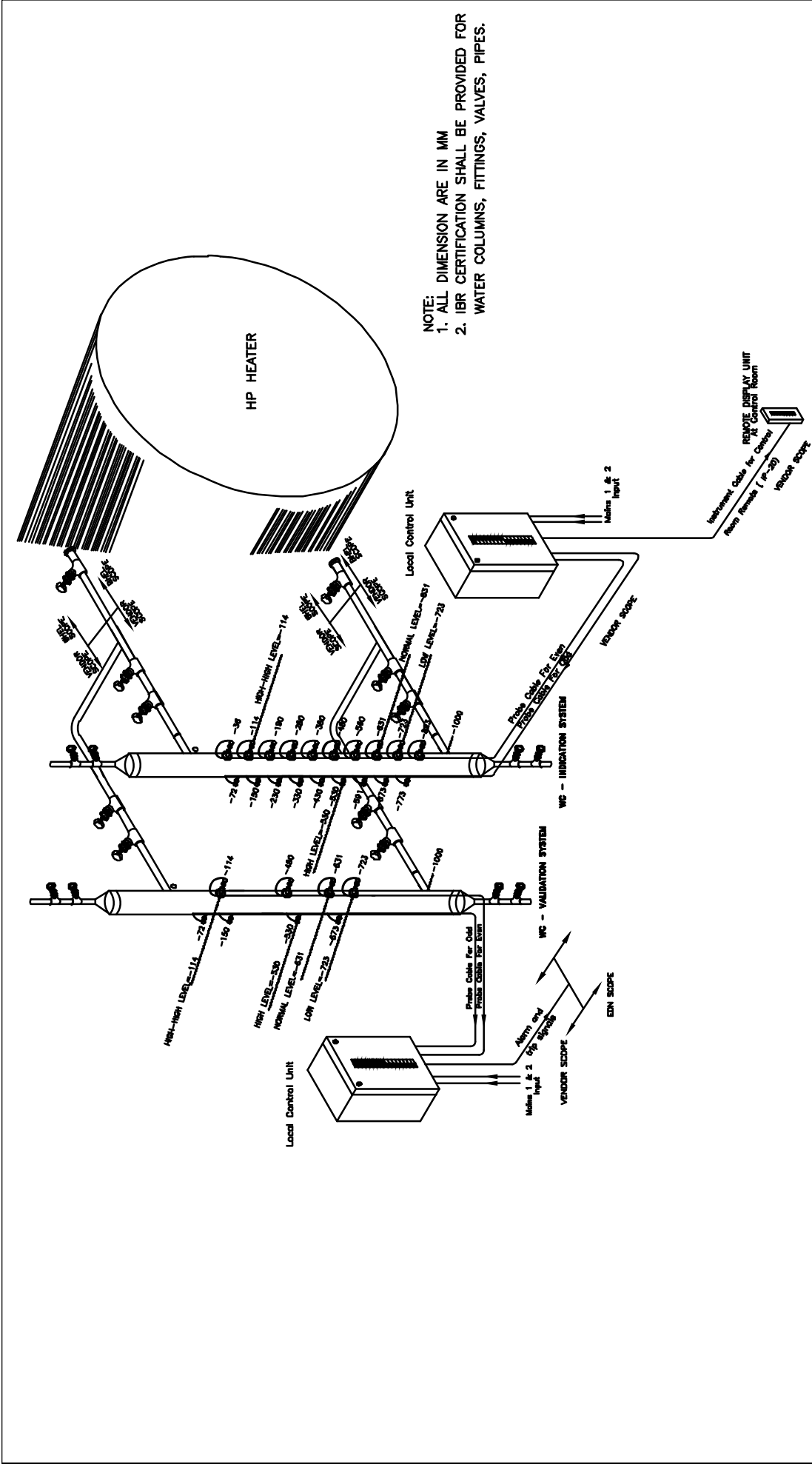
**PROJECT :** UPPUR 2x800MW STPP.  
**CUSTOMER :** M/s TANGEDCO.

**BHARAT HEAVY ELECTRICALS LIMITED.**  
 ELECTRONICS DIVISION, BENGALURU

NAME	SIGN	DATE
DRAWN	HKS	07.07.18
CHECKED	RKL	07.07.18
APPROVED	AM	07.07.18

TITLE:	DRG. No.	REV
TYPICAL ARRANGEMENT OF EWLI	CE/416/EWLI/UPPUR	00

No. OF SHEETS	SHEET No.
04	02



NOTE:  
 1. ALL DIMENSION ARE IN MM  
 2. IBR CERTIFICATION SHALL BE PROVIDED FOR WATER COLUMNS, FITTINGS, VALVES, PIPES.

PROJECT : NC-STAGE-III 1x800MW.  
 CUSTOMER : M/s TANGEDCO.

**BHARAT HEAVY ELECTRICALS LIMITED.**  
 ELECTRONICS DIVISION, BENGALURU

TITLE: TYPICAL ARRANGEMENT OF EWLI

DRG. No. CE/416/EWLI/NC-STAGE-III

NAME	SIGN	DATE
DRAWN	HKS	07.07.18
CHECKED	RKL	07.07.18
APPROVED	AM	07.07.18

DEPT.	CODE.
ENGG	416

REV	NO. OF SHEETS	SHEET No.
01	04	02



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**PROJECT : ENNORE SEZ 2 X 660MW STPP, NORTH CHENNAI STAGE**

**III 1 X 800MW STPP, UPPUR 2 X 800MW STPP**

**CUSTOMER : M/s TANGEDCO**

## QUALITY CHECK LIST

APPROVED BY

ASHISH MANJHI

PREPARED BY

RAJESH LINGUTLA

ISSUED

416

DATE

09.07.2018

**QUALITY CHECK LIST FOR EWLI**

NUMBER :CE/416/EWLI/CL REVISION : 00 DATE 09.07.2018  
 CONTRACTOR : M/S BHEL-EDN

SL NO.	TESTS/CHECKS	QUANTUM OF CHECK	REFERENCE DOC. ACCEPTANCE NORMS.	AGENCY**				REMARKS
				M	C	N	D*	
1	CHECK FOR DIMENSION MODEL, TAG.	↑	APPROVED SPECS/ DATA SHEETS	P	W	V		SEE NOTE-4 BELOW
2	PROCESS CONNECTION		↑	P	W	V		
3	OPERATIONAL/ FUNCTIONAL CHECK	SEE NOTE-1	↑	P	W	V	✓	
4	INSULATION TEST	IN PAGE	↑	P	W	V		
5	HIGH VOLTAGE	02 OF 02	DO	P	W	V		
6	PR. TEST ON COLUMN/ STAND PIPE	↓		P	V	V		
7	CHECK FOR MAT. T.C FOR STAND PIPE FLANGES ETC.	FOR LOT		P	V	V		
8	VERIFICATION OF CONTACT CONFIGRN & RATING OF SWITCH	FOR LOT		V	V	V	✓	
9	DEG. OF PROTECTION OF T.C REVIEW FOR ELECTR. UNIT	FOR TYPE		V	V	V		
10	MANUFACTURER TO ENSURE THE WELDING PROCEDURE, WELDERS QUALIF. & NDT AS PER ASME FOR PR. > 40Kg/Cm <sup>2</sup>	SEE NOTE: 3 IN PAGE 02 OF 02		P	V	V		
11	INPUT/OUTPUT CHECKS ON ELECTR. UNIT/PCB'S			P	V	V	✓	
12	BURN IN TEST OF ELECTR. FOR 48 HRS./50 <sup>0</sup> C IN ENERGISED CONDITION			P	V	V	✓	
13	TYPE TEST REPORTS FOR DRYHEAT, DAMP HT. VIBRATION & TEMP. CYCLING.	TYPE TEST		V	V	V		

**LEGEND :**  
 \* RECORDS, IDENTIFIED WITH ' ' SHALL BE ESSENTIALLY INCLUDED BY CANTRACTOR IN QA DOCUMENTATION  
 \*\* M: MANUFACTURER / SUB CONTRACTOR, C : CONTRACTOR / NOMINATED INSP. AGENCY  
 N: END USER "P" PERFORM "W" WITNESS "V" VERIFICATION

- NOTE: 1) QUANTUM OF CHECK SHALL BE AS BELOW:  
 100% - BY MANUFACTURER.  
 10% - BY M/S BHEL
- 2) MANUFACTURER TO MAINTAIN CALIBRATED INSTRUMENT HAVING BETTER ACCURACY THAN THE ITEN UNDER TEST. INSPECTING ENGINEER SHALL CHECK THE SAME.
- 3) NDT:  
 a) DYE PENENTRANT TEST. MANUFACTURER SHALL CARRYOUT THIS TEST ON WELDS OF THE ITEM UNDER TEST.  
 b) RADIOGRAPHY TEST TO BE CARRIED OUT ON WELDS ON 5% OF QTY. OF THE ITEM UNDER TEST.
- 4) IBR CERTIFICATE SHALL BE PROVIDED WHEREVER CALLED IN THE SPECIFICATION.
- 5) IN CASE OF IMPORTED ITEM BHEL /END USER SHALL REVIEW THE REPORT INSTEAD OF WITNESSING.

*[Signature]*  
 PREPARED BY  
 M/S BHEL

09.07.2018

