

 JSC140/M2053	BHARAT HEAVY ELECTRICALS LTD. (A GOVT. OF INDIA UNDERTAKING) P.O BHEL Jhansi - 284129, INDIA Tel.:0510-277001/2412260 Fax: 2412120 Email : mmx@bheljhs.co.in	PURCHASE ENQUIRY	
	ENQ NO/DT: E1920031 02/11/22 REV NO/DT: 0 02/11/22	PAGE 1 6	

PLEASE SEND YOUR BEST QUOTATION AS PER TERMS & CONDITIONS AND REMARK MENTIONED UNDERNEATH.	
Enq Due on:	16-11-22 WEDNESDAY
Close at:	13:15 Open at: 14:00
Matcat:	191033 FG CYLINDER FOR POWE
Validity:	120 days from Technical bid opening date
IEM:	
TOP:	See Special Remarks
RA:	RA not applicable
Est. Value:	Item wise
Bid Type:	TWO BID
Tot Item:	2
Delivery:	FOR Jhansi
E-Proc:	Yes

REQUIRED:	ITEM NO : 1 MATL CODE : TR171576N636 DESTINATION: JS	PSL QTY/UM: 250.00 NO PO QTY /UM: 11250.00 KG
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DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
FIBER GLASS CYLINDER AS PER SPECIFICATION-JS22299 REV-01 I/D 250 mm TO 1500 mm THICKNESS 4 TO 12 mm LENGTH 300 mm TO 1800 mm.	SEP-22	250.00

ITEM NO : 2 MATL CODE : TR719122A621 DESTINATION: JS	PSL QTY/UM: 150.00 NO PO QTY /UM: 10500.00 KG
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DESCRIPTION	DELIVERY	QUANTITY (PSL UM)
FIBER GLASS CYLINDER AS PER SPECIFICATION-JS22299 REV-01 I/D 250 mm TO 1500 mm THICKNESS 4 TO 12 mm LENGTH 1801 mm TO 2600 mm.	SEP-22	150.00

SPECIAL REMARKS:

1. E-PROCUREMENT ENQUIRY IS BEING FLOATED IN "TWO BID" SYSTEM ON NIC PORTAL. PLEASE SUBMIT YOUR OFFER ONLY ON E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>. OFFER SUBMITTED THROUGH ANY OTHER MODE SHALL NOT BE CONSIDERED. ENQUIRY IS FLOATED WITH PRE QUALIFICATION REQUIREMENT.

Please upload your best quotation/ offer on <https://eprocurebhel.co.in> or the requirement strictly as per schedule of price format before due date & time as mentioned in purchase enquiry.

Price bid :-
 Bidders have to quote their rate in as per attached Price BOQ format only. Price bid form are to be filled in e-procurement module using Class-III digital signature.
 Both Part-I (Technical cum Commercial bid) & Part II (Price bid as per uploaded Price BOQ formats) of the offer shall be duly filled, sealed and signed copy to be uploaded by bidders at e-procurement site only.

Note: -
 Techno Commercial Bids and Price Bids should be uploaded on the e-procurement portal.
 being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its



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- organisation contact number and email Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
2. VENDORS ARE HEREBY INFORMED TO REFER OUR GENERAL TERMS & CONDITIONS UPLOADED AT <https://jhs.bhel.com/apps/sip/index.php>
 3. INSPECTION BY BHEL AT JHANSI.
 4. PLEASE UPLOAD SEAL & SIGNED COPY OF "ACCEPTANCE TO COMMERCIAL TERMS & CONDITION" (PART-I, PART-II AND BLANK PRICE BID) FOR ENQUIRY ALONG WITH QUOTATION.
 5. PLEASE QUOTE THE RATES ON FOR BHEL JHANSI BASIS.
 6. ONLY TECHNO- COMMERCIAL BID WILL BE OPENED ON DUE DATE OF OPENING INDICATED IN ENQUIRY. PRICE BID WILL BE OPENED LATER ON, DATE OF OPENING OF PRICE BID WILL BE INTIMATED TO YOU SEPARATELY.
 7. PLEASE SEE TERMS AND CONDITIONS OF THE PURCHASE TENDER ENQUIRY UPLOADED ALONG WITH THE ENQUIRY.
 8. PLEASE QUOTE RATES IN DIGIT AS WELL AS IN WORDS ALSO UPTO TWO DECIMAL OF CURRENCY.
 9. ENQUIRY IS BEING ISSUED TO ENTER INTO FRAMEWORK AGREEMENT (FA).
 10. FA SHALL BE VALID FOR ONE YEARS FOR ORDERING.
 11. QUANTITY MAY VARY +/- 30%.
 12. BIDDERS MUST SUBMIT DULY FILLED, SIGNED AND STAMPED COPY OF ATTACHED QUALIFYING CRITERIA ALONG WITH SUPPORTING DOCUMENTS.
 13. GST SHALL BE LEVIED ON THE LD PORTION (IF ANY), AS APPLICABLE, FOR WHICH BHEL SHALL RAISE A GST RELATED TAX INVOICE ON THE SUPPLIER ACCORDINGLY,."
 14. SINCE, INPUT CREDIT OF GST WILL BE AVAILABLE TO BHEL-JHANSI ONLY AFTER CORRECT FILING OF RETURN AND PAYMENT OF APPLICABLE GST BY SUPPLIER, REIMBURSEMENT OF GST SHALL BE MADE BY BHEL-JHANSI ON MATCHING OF VENDOR INPUT AT GST PORTAL AND AFTER ENSURING AVAILABILITY OF INPUT CREDIT TO BHEL-JHANSI".
 15. FA SHALL BE FINALIZED ON TWO VENDORS FOR SMOOTH SUPPLY OF MATERIAL AND SPLITTING RATIO SHALL BE L1:L2 = 70:30 SUBJECT TO ACCEPTANCE OF L-1 RATE, TERMS & CONDITIONS ESTABLISHED WITH L-1 BIDDER.
 16. ONE COPY OF MANDATORY SHEET & DRG IS ATTACHED. IN CASE THERE IS ANY DIFFERENCE BETWEEN THE OFFER GIVEN IN "MANDATORY SHEET" AND IN YOUR SEPARATE SHEET THEN OFFER GIVEN IN "MANDATORY SHEET" SHALL PREVAIL.
 17. PLEASE INDICATE YOUR MONTHLY CAPACITY IN YOUR OFFER. YOU SHOULD HAVE A RESERVED CAPACITY OF 20 NOS FOR BHEL JHANSI.
 18. FOR FIRST LOT ITEM DELIVERY REQUIRED WITHIN 6 WEEKS OF ORDERING.
 19. DIMENSION, DRAWING NO IN DESCRIPTION OF ITEM IS FOR REFERENCE ONLY. FINAL DIMENSION OF ITEM & DRAWING SHALL BE ISSUED WITH EACH INDIVIDUAL PO.
 20. PRICE SHALL BE QUOTE IN PER KGS BASIS ONLY. PRICE OF FIBER GLASS CYLINDER SHALL CALCULATE WITH FOLLOWING FORMULA.
 FORMULA: -
 PRICE OF FG FIBER GLASS CYLINDER (IN RS) = WEIGHT OF FG FIBER GLASS CYLINDER X RATE PER KG
 WEIGHT OF FG FIBER GLASS CYLINDER IN KG= [(OD+3) +ID]X[(OD+3)-ID]X(L+100) X 0.7854 X 2

 1000000
 WHERE, OD=OUTER DIAMETER IN MM
 ID=INNER DIAMETER IN MM,
 L=LENGTH IN MM
 2=DENSITY OF MATERIAL
 RATE QUOTED IN KGS SHALL BE FIRM DURING THE ENTIRE EXECUTION OF ORDER. THE RATE SHALL BE INCLUSIVE OF ALL COST, PACKING, FREIGHT, INSURANCE AND FORWARDING CHARGES ETC. AND NO EXTRA CHARGES SHALL BE PAYABLE ON WHATSOEVER ACCOUNT. BHEL WILL NOT PAY ANY DEVELOPMENT CHARGES.
 21. BHEL SHALL BE RESORTING TO REVERSE AUCTION (RA) (GUIDELINES AS AVAIL



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TABLE ON WWW.BHEL.COM) FOR THIS TENDER. RA SHALL BE CONDUCTED AMONG THE TECHNO COMMERCIALY QUALIFIED BIDDERS. PRICE BIDS OF ALL TECHNO-COMMERCIALLY QUALIFIED BIDDERS SHALL BE OPENED AND SAME SHALL BE CONSIDERED FOR RA. IN CASE ANY BIDDER(S) DO(ES) NOT PARTICIPATE IN ONLINE REVERSE AUCTION, THEIR SEALED ENVELOPE PRICE BID ALONG WITH APPLICABLE LOADING, IF ANY, SHALL BE CONSIDERED FOR RANKING.

22. DELIVERY SHALL BE SUPPLIER IN SET AND A SET CONSIST OF 3 NOS OF CYLINDER IN GENERAL.

In case the bidder has not submitted PAN No, TIN No. and E-mail ID, the bidder has to submit the same along with the copy of PAN No and TIN No. Else his offer will be liable to be rejected.

If you are not in a position to quote due to any reason, you must send regret letter titled enquiry no. etc, failing which you may not be considered for sending future enquiries.

ENCLOSERS:



Annexure-1

Terms & Conditions for Finalizing Rate Contract supply of FIBER GLASS CYLINDER Enquiry No. E-1920031

1. **General:** E- Tenders are invited in Two-Part Bid system for finalizing Rate Contract (1 Year) for procurement of FIBER GLASS CYLINDER AS PER SPEC- JS22299 REV 01 as per terms & conditions mentioned in the Annexures -“I to VI”. The supplies against this enquiry shall be subject to our General Terms and conditions of enquiry and PO. In addition, the terms and conditions given under this annexure shall specifically apply to this enquiry. If any difference between the General Terms and conditions of enquiry and PO and the conditions included in this annexure, the conditions included in this annexure shall prevail.

The offer of the bidders who are in the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. List of banned firms is available on BHEL website: www.bhel.com. Likewise, offers of those bidder(s) will not be considered who have been suspended (under hold / delisting) by BHEL, Jhansi during the given period.

2. **Procedure for Bid submission** : - Offer shall be submitted by the bidders in two parts:

Part – I Technical cum Commercial bid (Un-priced)

Part-I of the bid shall contain complete detail of the product offered, duly signed by the authorized signatory of the vendor who signs the bid, all techno commercial terms & conditions and acceptance to the following: -

- (i) Instruction to bidders containing Commercial Terms & Conditions applicable for tender enquiry - **Annexure – I.**
- (ii) Techno – commercial format – **Annexure – II**
- (iii) Pre-Qualification Requirement- **Annexure- III**
- (iv) MII Declaration – **Annexure-IV**
- (v) CA Certificate - **Annexure-V**
- (vi) un-priced bid Format - **Annexure- VI**
- (vii) General ‘Terms and conditions rev 03 of enquiry (JHS 2055A) for and BHEL PO Terms and Conditions as available on “Supplier Information Portal”.

In case it becomes necessary to deviate in any of the above, the deviations must be clearly brought out in bid Part-I of the offer. Copy of un-priced bid Annexure- VII with status “**quoted (Q) & un - quoted (NQ)**” must accompany bid part-I.

Part - II Price bid

Part-II of bid consist of **Price format (BOQ)**

3. **Bid Opening** : - The ‘Techno-commercial’ part of the bid i.e. Bid Part – I of the offers shall be opened on the due date of tender opening. Clarifications, wherever required on this part, shall be obtained from the bidders for their evaluation. The Price bid Part-II of such vendors alone shall be opened whose techno-commercial bids are found acceptable. The date of ‘Price bid -Part II’ opening shall be intimated later on.

Sign of Authorized Signatory & Company seal :

Contact Detail: Name Contact No.: E-mail :



4. **Bid evaluation:** The bid shall be evaluated on total delivered cost to BHEL (landed cost net of input tax credit) considering all duties / taxes / Cess and SBI TT Selling rate as per prevailing on date of tender enquiry (bid part-I) opening.

Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed cost and same shall be communicated to techno-commercially suitable bidders before price bid opening.

5. **Technical Parameters:**

- a) **Supplier must meet Pre-Qualification Criteria as per Annexure- III**
b) Supplier has to give complete acceptance for supply of items as per Purchase / Tech. specification mentioned in the enquiry

Item-1 FIBER GLASS CYLINDER AS PER SPECIFICATION-JS22299 REV-01 I/D 250 mm TO 1500 mm THICKNESS 4 TO 12 mm LENGTH 300 mm TO 1800 mm.

Item-2 FIBER GLASS CYLINDER AS PER SPECIFICATION-JS22299 REV-01 I/D 250 mm TO 1500 mm THICKNESS 4 TO 12 mm LENGTH 1801 mm TO 2600 mm

Note: - Dimension, Drawing No in Description of item is for reference only. Final Dimension of item & Drawing shall be issued with each individual PO.

6. **Pricing Terms:** - Price Shall be quote in Per Kgs basis only. Price of FG CYLINDER shall calculate with following formula.

Formula: -

*PRICE OF FG CYLINDER (IN RS) = WEIGHT OF FG CYLINDER X **RATE PER KG***

WEIGHT OF FG CYLINDER IN KG= $\frac{[(OD+3) + ID] \times [(OD+3) - ID] \times (L+100) \times 0.7854 \times 2}{1000000}$

WHERE, OD=OUTER DIAMETER IN MM
ID=INNER DIAMETER IN MM,
L=LENGTH IN MM
2=DENSITY OF MATERIAL

Rate quoted in Kgs shall be firm during the entire execution of order. The rate shall be inclusive of all cost, packing, freight, insurance and forwarding charges etc. and no extra charges shall be payable on whatsoever account. BHEL will not pay any Development and any mould & mandrel making charges.

Sign of Authorized Signatory & Company seal :

Contact Detail: Name Contact No.: E-mail :



7. Delivery Period:

Desired Delivery of Individual POs of the Rate Contract shall be 6 weeks.
Vendor should have reserved 20 Nos Cylinder per month for BHEL Jhansi.

Delivery shall be supplied in set and a set of cylinders consist of 3 Nos in general. This condition may be relaxed on the case to case basis as per BHEL requirement.

- 8. Quantity Distribution:** FA will be finalized on two vendors and will be split in ratio L1:L2 = 70:30 by value. The L2 & beyond vendor shall be counter offer the finalized rates of L1. Actual ordering under rate contract shall be generally as per value allocated to the bidder. The loading will also be subject to factors like (a) Suppliers delivery and quality performance during execution of rate contract, (b) Pendency of orders on the supplier and (c) Responsiveness in addressing post order completion issues at BHEL.

In view of above factors, the loading during execution of rate contract may vary with respect to allocated value.

The breakup of the quantities can vary to any extent based on actual order booking with our customers and this shall be controlled by the total value of the rate contract on the specific vendor.

Note:- During execution, if the performance of supplier is not up to the mark in respect of delivery / quality performance, BHEL reserves the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases the balance allocated full or part quantity of the defaulting vendors may at the discretion of the BHEL Jhansi be re-distributed to other performing and willing vendors of the rate contract.

- 9. Transit Insurance:** - By the bidder.

- 10. Inspection of material:** -

Inspection by BHEL or BHEL Nominated agency. Test certificate/ Guarantee Certificate is required along with each supply as per Drawing/ Specification.

- 11. Replacement of rejected Goods:** - Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. In case of rejection due to non-compliance to agreed specification/drawing and for the reasons attributable to the vendor, the materials shall be replaced by vendor free of charge on "FOR BHEL works basis" including interlay cost elements such as total transportation, insurance and other taxes / levies etc as applicable. The rejected goods shall be subsequently returned to the vendor at his cost.

- 12. Taxes & Duties:** - All taxes & duties as applicable at the time of dispatch within India only will be paid / reimbursed by BHEL and same will be loaded for price comparison on delivered cost to BHEL (i.e. landed cost net of input tax credit).

- 13. Payments Terms:** -

As per Clause 15 of General Terms and Conditions Of Enquiry (JHS 2055A R 03)

- 14. Terms of delivery:** On FOR BHEL, JHANSI

Sign of Authorized Signatory & Company seal :

Contact Detail: Name Contact No.: E-mail :



15. **Validity of Rate Contract, offer & Short Closer:** - Offer should be valid for a period of 120 days from the date of techno-commercial bid opening date (part-1) for finalization of the contract. Rate Contract shall be valid for one years from the date of issue & supply of items 3 months thereafter.
- BHEL reserve the right of short closing of Rate Contract in between as per BHEL requirement.*
16. **Levy of Penalty for delayed performance:** - Bidders to note that penalty @ 0.5% per week or part thereof subject to 10% maximum on undelivered portion shall be applicable for delay in supply beyond contractual delivery period. Bidders are requested to give specific acceptance for penalty clause. Date of receipt of material at BHEL works i.e. CISF date will be considered as proof of delivery for calculating delayed performance in case of indigenous vendors. In case of foreign vendors, B/L/ date shall be taken as proof of delivery. Failure on the part of the bidder to accept above clause will attract the loading of 10% on the quoted price for the purpose of evaluation.
17. **Acceptance of Material:** - Test/ Guarantee & Conformance certificate are required along with supply for acceptance of material.
18. **Quantity Tolerance:** - Quantity is +/- 30% of enquired quantity.
19. Rate Contract will be governed by value not by quantity.
20. Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including General terms & Conditions, if any, for this enquiry shall only prevail.

For all clarifications/ issues related to the tender, please contact:

Name: (1) Ashish Khare, SPO/MM
Contact: -0510-241/2482
Mobile: - 9486851680
Email: ashishkhare@bhel.in

(2) Shishir Karkare DGM/MM
Contact: -0510-241/2488
Mobile: - 9453001022
Email: shishir.karkare@bhel.in

Sign of Authorized Signatory & Company seal :

Contact Detail: Name Contact No.: E-mail :



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ANNEXURE-II

TECHNO COMMERCIAL BID FOR ENQUIRY NO. E1920031 (PART – I)

QUOTATION NO _____ DATE _____

SUPPLIER'S NAME: _____

We have gone through all Special Remarks, Technical Specifications, “General Terms, and Conditions of Enquiry” and submitting offer as under:

Sl. no.	Particulars	Supplier's Confirmation
1-	<p>Complete acceptance for supply of items as per Purchase / Tech. specification mentioned in the enquiry.</p> <p>Technical deviations, if any, are to be clearly brought out in offer itself. (Note: offers with technical deviations are liable for rejection)</p> <p>1. FIBER GLASS CYLINDER AS PER SPECIFICATION-JS22299 REV-01 I/D 250 mm TO 1500 mm THICKNESS 4 TO 12 mm LENGTH 300 mm TO 1800 mm</p> <p>2. FIBER GLASS CYLINDER AS PER SPECIFICATION-JS22299 REV-01 I/D 250 mm TO 1500 mm THICKNESS 4 TO 12 mm LENGTH 1801 mm TO 2600 mm</p>	<p><input type="checkbox"/> Accepted</p> <p><input type="checkbox"/> Accepted</p>
2-	<p>Acceptance to all special remarks and General Terms & Condition (Rev. 03) of Enquiry available at: https://jhs.bhel.com/apps/sip/eng_terms/eng_tems_current.pdf (Note: Read the terms & condition carefully before quoting.)</p>	<input type="checkbox"/> Yes
3-	Guarantee / Warrantee / Conformance / Test Certificate as specified in enquiry will be provided along with supply.	<input type="checkbox"/> Yes
4-	<p>Taxes & Duties :- Extra as applicable & bidders to indicate following.</p> <p>(a) Tariff Head / HSN No. _____</p> <p>(b) Applicable GST (mention NA if not applicable) : <input type="checkbox"/> IGST @ % OR : <input type="checkbox"/> CGST & SGST Each @ %</p>	<p><input type="checkbox"/> Accepted</p> <p>@ %</p> <p>@ %</p>
5-	Acceptance to <u>Delivery Terms on F.O.R BHEL Jhansi as per clause 6(A)</u>	<input type="checkbox"/> Accepted
6-	Acceptance to <u>Pricing Terms as per clause 11</u>	<input type="checkbox"/> Yes

Sign of Authorized Signatory & Company seal :

Contact Detail: Name Contact No.: E-mail :



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7-	Acceptance for Prices on firm basis and no PVC is applicable.	<input type="checkbox"/> Accepted
8-	Acceptance to Price Validity of 120 days from date of bid part-I opening.	<input type="checkbox"/> Yes
9-	Inspection of Goods as per clause 16 (A to D)	<input type="checkbox"/> Accepted
10-	Acceptance to LD / Penalty for Delayed Performance (including Risk Purchase) as per clause 8(A to C)	<input type="checkbox"/> Accepted
11-	Acceptance to Payment Terms as per clause 15(A). Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate (as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.	<input type="checkbox"/> Accepted <input type="checkbox"/> 60 days <input type="checkbox"/> MSME
12-	Acceptance to Warranty, Corresponding Repairs / Replacement of Goods, and Deductions as per clause 17(A). Bidders to issue a certificate to this effect.	<input type="checkbox"/> Accepted
13-	Validity of RC: R/C Enquiry be valid for ordering up to 12 months from the date of finalization of R/C. R/C may be extended for further 12 months for ordering on mutual consent. Quoted rates shall remain valid throughout the validity of R/C.	<input type="checkbox"/> Accepted
14-	Quantity of items given in enquiry is indicative only. It may vary in +/- 30%. Rate Contract will be governed by value not by quantity.	<input type="checkbox"/> Accepted
16-	Quantity Distribution: FA will be finalized on two vendors and will be split in ratio L1:L2 = 70:30 by value. the L2 & beyond vendor shall be counter offer the finalized rates of L1. actual ordering under rate contract shall be generally as per value allocated to the bidder. the loading will also be subject to factors like (a) supplier's delivery and quality performance during execution of rate contract, (b) pendency of orders on the supplier and (c) responsiveness in addressing post order completion issues at BHEL.	<input type="checkbox"/> Accepted
17-	Desired Monthly Capacity: Monthly capacity reserved for BHEL Jhansi shall be 20 Nos per month. Please mention your monthly capacity reserved for BHEL Jhansi against this tender. Sets / Month
18-	Desired Delivery period: Our desired delivery period for first lot is 6 weeks from the date of PO/LOI. Subsequent delivery of lots shall be as per BHEL requirement & limited to monthly capacity, accepted by supplier at Sl. No. 17 of this Annexure. Month(s)
19-	Delivery: Delivery mentioned in enquiry is indicative only. Actual delivery will be as per delivery date given in PO/LOI.	<input type="checkbox"/> Accepted
20-	Rates to be quoted in Kgs basis	<input type="checkbox"/> Accepted
21-	Acceptance for finalization of Price (Part-II) through on-line dynamic bidding (Reverse Auction). “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do (es) not participate in	<input type="checkbox"/> Accepted

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	online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”	
22-	BHEL will not pay any development charges.	<input type="checkbox"/> Accepted
23-	% of Local content as per MII-2017 order. (Declaration for % of Local Content to be submitted along with offer in format attached herewith Annexure-IV)% <input type="checkbox"/> Submitted
26-	Price Bid Annexure As per BOQ submitted as per attached price bid format only. (Part-II of Tender)	<input type="checkbox"/> Submitted
27-	The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.	<input type="checkbox"/> Accepted
28-	CA Certificate To qualify for the benefits of MSMED Vendors, vendors should submit 'UDYAM Registration Certificate' with date of Udyam registration of Current or Previous Financial Year. In case of the Date of Udyam Registration is older than Previous FY, vendor should submit Certificate endorsed by CA as per Annexure-V (enclosed) .	<input type="checkbox"/> Accepted <input type="checkbox"/> Submitted
29-	The above terms and conditions shall be read in conjunction with BHEL's standard terms and conditions of Enquiry. Wherever difference in terms and conditions is there, the terms and conditions mentioned in this mandatory sheet shall prevail.	<input type="checkbox"/> Accepted
30-	In case of deviation in acceptance given on this sheet from anywhere in your offer, acceptance given in this mandatory sheet shall be treated as final.	<input type="checkbox"/> Accepted

Sign of Authorized Signatory & Company seal :

Contact Detail: Name Contact No.: E-mail :

Annexure-III

[illegible]

Sign of Authorized Signatory & Company seal :

Contact Detail: Name **Contact No.:** **E-mail :**

[illegible]

Sign of Authorized Signatory & Company seal :

Contact Detail: Name **Contact No.:** **E-mail :**



ANNEXURE-IV

DECLARATION OF LOCAL CONTENT AS PER PREFERENCE TO
MII ORDER-2017

To,
Bharat Heavy Electricals Limited
Khailar, Jhansi, U.P.-284120

Subject: - Certification regarding Local Content

Reference: Tender enquiry NO.....

Name of items:

Dear Sir,

We hereby certify that the quoted items offered by us against above Enquiry is having local content of

Further, to certify that the local content % certified above is in line with definition of

Local content given in point no. 2 Of Public Procurement (Preference to Make in India), Order 2017 and we qualify as (Class-I/Class- II/Non-Local supplier — fill in one which is applicable) local supplier.

We further confirm that details of location at which the local value addition is made will be at.....

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Signature

Name of Supplier:

Sign of Authorized Signatory & Company seal :

Contact Detail: Name Contact No.: E-mail :



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ANNEXURE-V

Certificate by Chartered Accountant on letter head.

This is to Certify that M/s, (hereinafter referred to as 'company/') having its registered office at is registered under MSMED Act 2006 as per following details:-

UDYAM Reg. No. -

UDYAM Reg. Date :

Category: (Micro/Small),

Major Activity: (Manufacturing/Services).

Further verified from the Books of Accounts that the investment and turnover of the company as per the latest three financial statements as per MSMED Act 2006 is as follows:-

(Amount in Crores)

Financial Year	Investment in plant and machinery*	Turnover during the Year	Type of Financial Statements
			Audited/Provisional
			Audited/Provisional
			Audited/Provisional

*Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Micro, Small and Medium Enterprises vide its notification No.S.O.2119 (E) dated June 26, 2020:

(Strike off whichever is not applicable)

The above investment of Rs..... **Crore** and Turnover of Rs..... **Crore** is within permissible limit of Investment of Rs. **Crore** and Turnover of Rs..... **Crore** for Micro/ Small (Strike off which is not applicable) Category under MSMED Act 2006.

.Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) as notified vide S.O. No. 2119(E) published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

UDIN -

Sign of Authorized Signatory & Company seal :

Contact Detail: Name **Contact No.:** **E-mail** :



BHARAT HEAVY ELECTRICALS LIMITED
TRANSFORMER PLANT JHANSI
(A Govt. of India undertaking)
“Powering Progress, Brightening Lives Touching Every Indian Home”



Annexure-VI

UN PRICE BID FORMAT FOR ENQUIRY NO. E1920031

		<i>Name & Address of the Supplier: -</i>		
Enquiry Item	Estimated Tender Quantity (Kgs)	Quoted or Not Quoted	Monthly Capacity (Nos)	Monthly Capacity (Nos) Reserved for BHEL, Jhansi.
Item-1	11250 Kgs (250 Nos Approx)			
Item-2	10500 Kgs (150 No Approx)			

Note: - Vendor should have reserved 20 Nos/ monthly Capacity for BHEL.

Note: - Do not mention price here.

Sign of Authorized Signatory & Company seal
:

Sign of Authorized Signatory & Company seal :

Contact Detail: Name Contact No.: E-mail :

GENERAL TERMS AND CONDITIONS OF ENQUIRY

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SN	Description
1	General:
A	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Jhansi (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers.
B	Special / supplementary enquiry conditions& Mandatory Sheet requirements, if any, covered in the respective enquiry, will override the relevant conditions mentioned in this document.
C	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser. Only the conditions contained in this document, including special conditions, if any, for this enquiry shall prevail.
2	General Instructions - Common for Indigenous & Foreign enquiries
A	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated.. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
B	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the Cover. The Cover should contain both Part-I and Part –II bids, as the case may be.</p> <p><u>Part – I bid</u></p> <p>In case of Two part Bid, Part – I bid i.e. Technical bid containing (i) technical offer, (ii) Mandatory Sheet, (iii) un-priced copy of the Price Bid, (iv) EMD (if called in NIT),and (v) Relevant documents of PQR (if called in NIT), all duly filled-in & signed; should be kept in one envelope. The Part – I bid Cover items should have Enquiry No., Part I Bid, Due date, and Bidder's name indicated on the Cover</p> <p><u>Part –II Bid wherever Reverse Auction is not called for</u></p> <p>Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. The Price bid Cover items should have Enquiry No., Part II Bid, and Bidder's name indicated on the Cover</p> <p><u>Part –II Bid wherever Reverse Auction is called for</u></p> <p>Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. Wherever, BHEL informs that it proposes to conduct Reverse Auction for many items in the tender and where evaluation of the tender is on individual item basis, separate Part – II bids are to be submitted for each of the item. The Price bid Cover for each of the items should have Enquiry No., Part II Bid, Item no of Enquiry, and Bidder's name indicated on the Cover</p> <p>The envelopes indicating Part –I or Part-II, as the case may be, to be put in a bigger envelope, which should be addressed to In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date.</p> <p>In case, the bids are not submitted in the manner stated above, the offer of the bidder(s) are liable to be rejected.</p> <p>It is preferred that offers are sent in sealed envelope. However, if the bidder choses to send the offer through E-mail, offers received through E-mail shall be considered only when such offers are complete in all respects.. In cases of offers through E-mail, the offers shall be sent to tenderbox.jhs@bhel.in, wherein the Subject of the Email should mention the Enquiry Number. E mail offers sent to any other E mail ID shall not be entertained. BHEL shall not take any responsibility if the offers are incomplete or if the Enquiry number is not mentioned in the subject of the E-mail.</p>
C	Wherever BHEL proposes to issue tender through e –procurement, the same philosophy as mentioned in 2B above is ensured through suitable system locks.
D	Offer received after 13.15 hrs of the due date will be termed as "Late" and shall not be considered

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	<p>BHEL reserves the right to go for Reverse Auction (RA) (as per Guidelines available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).</p>
E	<p>The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be processed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.</p> <p>If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)</p>
F	<p>The goods offered shall conform to BHEL specifications / drawings and / or Indian / International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.</p>
G	<p>Offers shall be submitted directly by vendor or his authorized agent/representative only. Offers from any other sources shall be considered as unsolicited and shall be summarily rejected.</p>
H	<p>Bid in single part or techno-commercial bid in two part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.</p>
I	<p>The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <u>30 days</u> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder backing out after submission of the bid.</p>
J	<ol style="list-style-type: none"> Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders. Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry. In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. A suitable cut-off date and time shall be given to all the techno-commercially acceptable bidders to submit the impact on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then their original price (i.e. previous bid) shall be necessarily opened to know the price impact. .
K	<p>The bidders will submit Integrity Pact, duly signed by its authorized signatory, if called for in the enquiry.</p>
L	<p>Wherever the enquiry is issued to unregistered vendor referred by BHEL Customer, the bidder shall submit the Supplier Registration Form (SRF) online at www.bhel.com and submit the signed copy of the duly filled-in SRF along with the bid. Price bids of such vendors, will be opened only on techno-commercial acceptance of bid and if allotted permanent code before the date of price bid opening.</p>
M	<p>BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.</p>
N	<p>Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No, Item no. and the consignee details.</p>
O	<p>Goods shall be consigned to Manager , Stores (CRX), BHEL, Jhansi - 284120, India, unless otherwise specified in the PO.</p>
P	<p>Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list (as on date of Price bid opening) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. The list of firms suspended by BHEL, Jhansi is available on www.bheljhs.co.in. The " Guidelines for suspension of business dealings with Suppliers / Contractors" is uploaded on BHEL website http://www.bhel.com/vendor_registration/vendor.php</p>

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Q	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com & www.bheljhs.co.in) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
R	In case the bidder decides to sub-contract part of his activity / work to some of his vendors, details of such intended subcontracting shall be mentioned in the bid. This will however not absolve the bidder from his contractual obligations and responsibilities.
S	In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided by soliciting discounts from the respective L1 bidders.. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding.
T	Wherever the minimum reserved capacity is called for in the tender, the offers of such bidders, who do not quote for the minimum reserved capacity, are liable to be rejected.
U	<p>Due to large qty. requirement, we may finalize the tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders), but limited to the capacity quoted by the bidder. Indicate your committed capacity for the item(s) tendered and confirm that capacity offered by you against our tender shall be available for us during the entire period of the Purchase Order / Contract.</p> <p>Where the number of qualified responses (N) are three or more, the distribution shall be limited to (N-1) responses. The manner and proportion of distribution shall be mentioned in the specific enquiry. Normally, the quantity distribution shall be generally as per quantities allocated to the bidder, but limited to the capacity quoted by the bidder.</p> <p>While the manner of distribution is mentioned in the enquiry, the absolute values of the unit of measurement shall be rounded off. For eg : If an allocation of 40% quantity results in 23.5 units, the quantity allocated shall be 24 units. If an allocation of 40% quantity results in 23.3 units, the quantity allocated shall be 23 units</p> <p>The distribution shall be based on the acceptance given by bidders to the L1 price counter offered to them. In case any or all of the bidders do not accept the counter offer, and a situation arises wherein bidder(s) who have agreed to the counter offer may have to be allotted more quantity than what has been proposed earlier, then the same shall be done, but limited to the capacity quoted by the bidder (s).</p> <p>Wherever, the number of techno commercially qualified responses (N) is two, BHEL reserves the right on whether or not to distribute the quantity on more than one bidder</p> <p>While the above pattern shall also be followed in long term framework agreements (FA), performance of the suppliers shall be monitored periodically, and the loading in FA will also be subject to factors like (a) Customer approval of suppliers in specific projects, (b) quality surveillance at Supplier works, (c) Suppliers delivery and quality performance during execution of FA, (c) Pendency of orders on the supplier and (d) responsiveness in addressing post order completion issues at BHEL. In view of these factors, the loading during execution of FA may vary with respect to allocated quantity. During execution of FA, if the performance of supplier is not upto the mark in respect of delivery / quality performance / quoted capacity of the bidder, BHEL reserves the right to either reduce further loading or stop loading till the execution of overdue orders. In such cases, action shall be taken against the defaulting supplier(s) as per guidelines of the Company, and the balance allocated full or part quantity of the defaulting supplier(s) may be re-distributed amongst other performing and willing vendors of the FA..</p>
V	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <u>besides BHEL taking appropriate punitive action as deemed fit.</u>
3	Vendor's particulars & logistics information
	Bidder to provide contact details and all logistical information as called for in the Mandatory Sheet enclosed to this enquiry
4	Delivery Schedule & Completion date
A	<ul style="list-style-type: none"> • Instead of writing specific date against delivery offered, Bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry. • Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. • Seller shall deliver the goods in the manner and schedule agreed under the Purchase order. • Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.

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B.	In case of foreign supplies, bidders are to quote for CIF/CFR delivery terms .For CIF / CFR delivery terms, the date of bill of lading (BL) shall be taken as actual date of delivery.
C.	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
D	In case of unreasonable delivery quoted by the bidders, BHEL reserves the right to reject such offers.
5	Transit Insurance
	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its open Marine Insurance Policy. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
6	Delivery Terms
A	Indigenous Purchase
	<p>Goods shall be delivered on 'FOR Destination' basis (with freight and insurance in bidder scope) to the named destination unless otherwise called for in the enquiry. In case the bidder quotes on Ex-Works, the offer of such bidder(s) is/are liable to be rejected.</p> <p>Wherever the PO terms mentions delivery terms as FOR Destination basis, and In the event of supplier having supplied the material by BHEL Truck / Vehicles as per BHEL transportation rate contract, thus causing BHEL to bear the freight charges, the corresponding amount ,incurred / estimated, shall be deducted from the bills of the Supplier.</p>
B	Foreign Purchase – Imports
	<ol style="list-style-type: none"> 1. Goods shall be dispatched by sea on CIF/CFR basis, unless stated otherwise in the enquiry or purchase order. The destination shall at Navsheva, Mumbai for LCL/Breakbulk Cargo and ICD, Mandideep, Madhya Pradesh for FCL Cargo 2. If air freight is called for in the enquiry, the goods shall be delivered on FCA basis to the named Airport 3. Please visit BHEL Jhansi web site www.bheljhs.co.infor details of named Airports. . Name of the airport so chosen by the Seller shall be indicated by the Bidder in his offer. 4. Goods shall be handled for air freight by BHEL's freight forwarder only, under FCA contracts and HAWB issued by BHEL appointed forwarder or his authorized agent(s) shall only be accepted for negotiation.
C	<ul style="list-style-type: none"> • In the event of bidder offering CFR or CIF delivery terms for delivery in FCL(Full Container Load), the Bidder shall provide 14 days' time free of detention from the date of delivery at delivery port. Wherever the detention free period offered is less than 14 days, the bids shall be loaded for the period short of 14 days period. • <u>Port congestion charges or any additional charges claimed by shipping line till delivery at destination port shall be to the Seller's account.</u> •
7	Force Majeure
	<p>Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control.</p> <p>The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account.</p>

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	Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
8	LD / Penalty for delayed performance.
A	<p>I. Subject to force majeure conditions, LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value.</p> <p>II. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the undelivered portion .</p> <p>III. However in case of Capital Machine / BOP where staggered deliveries may be applicable, the LD cap will be levied on total order value inclusive of E&C charges. (15%)</p> <p>IV. Wherever Erection & Commissioning (E& C) is called for, the vendor is provided a stipulated period from date of site readiness. LD shall be applicable for any delay beyond the stipulated period mentioned in the PO.</p> <p>V. In case of any amendment / revision, the LD shall be linked to the amended / revised PO value.</p> <p>VI. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value)</p> <p>For the sake of clarity – Total order value means purchase order value (exclusive of taxes), Undelivered portion means , the delayed portion for the given lot.</p> <p>In case a supply is rejected and the same is replaced at a later date, the date of replacement of accepted supply shall be reckoned for calculation of LD</p>
B	In case the contractually agreed delivery date falls on a holiday in BHEL Jhansi, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
C	<p>In case of Ex works Delivery terms for Indigenous supplies, the date LR shall be reckoned for LD deduction.</p> <p>In case of FOR Delivery terms, the date of entry in BHEL Jhansi (CISF date) shall be reckoned for LD deduction.</p> <p>In case of FCA Delivery terms / Ex Works Delivery terms of Foreign supplies , the date Invoice / Packing List / Test Certificate, whichever date is later, shall be reckoned for LD deduction.</p> <p>In case of FOB / CIF / CFR / CIP Delivery terms, the date of Bill of Lading , shall be reckoned for LD deduction.</p>
	Risk Purchase.
C	<p>If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material(of the undelivered portion) from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser. In such cases, BHEL shall withhold bills, bank guarantees, etc of the Supplier, which are pending either at BHEL, Jhansi or any other Unit of BHEL . Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Supplier. To know the implications of suspension, the bidder may see the “ Guidelines for suspension of business dealings with Suppliers / Contractors” which is uploaded on BHEL website http://www.bhel.com/vender registration/vender.php</p>
9	Indian Agents and Agency commission
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to “regulatory guidelines” which will require submission of an agency agreement. The agency agreement should specify the precise relationship between the foreign OEM / foreign Principal and their Indian Agent. Any payment which the Indian agent receives in India or abroad from the OEM, whether as commission or as a general retainer fee, should be brought on record in the agency agreement.
B	The CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the TT selling rate prevailing on the date of (a_ technical bid opening, or (b) price bid opening, or (c) date of invoice, shall be considered for computation of Agency commission.
C	Be it a case of a Foreign / Indigenous Principal or OEM, in a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case both submit a bid in the tender, then the bid of OEM only shall be opened

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D	Be it a case of a Foreign / Indigenous Principal or OEM, If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.		
10	Documentation:		
A	Indigenous Purchase		
	Immediately on despatch of Goods, the following documents shall be necessarily sent by the Seller to the respective address(es) mentioned below		
(a).	<table><tr><td>Addressed to: Addl General Manager (Stores) Main Store Building BHEL Jhansi PIN-284120 Telephone . 0510-2412230</td><td>Documents to be sent: (i) GST compliance Invoice – Duplicate for Transporter (ii) Challan/Despatch Advice note / Packing List etc. + 1 Photo copy (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) LR/RR Duplicate for Transporter copy (v) O&M Manuals, wherever applicable</td></tr></table>	Addressed to: Addl General Manager (Stores) Main Store Building BHEL Jhansi PIN-284120 Telephone . 0510-2412230	Documents to be sent: (i) GST compliance Invoice – Duplicate for Transporter (ii) Challan/Despatch Advice note / Packing List etc. + 1 Photo copy (iii) Test Certificate, Guarantee / Warrantee Certificate (iv) LR/RR Duplicate for Transporter copy (v) O&M Manuals, wherever applicable
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	In case any other documents are required, the distribution of such documents will be specified in the Purchase order.		
	Further, if specified in the Purchase order, all the details and copies of documents have to be uploaded by Supplier on BHEL portal before despatch of Goods		
B	Foreign Purchase – Imports		
	<p>Seller shall send 1 set of following documents, in English, within 7 days of BL date by courier to the Purchaser</p> <ol style="list-style-type: none">1. Original Clean on board Bill of lading.2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, net weight, CBM (cubic metre) volume, No. of packages with Dimensions of each package.3. Original certificate of Country of Origin issued by Chamber of Commerce4. One set of Original test certificates and O&M manual where called for.5. Fumigation certificate wherever cargo is packed in wooden packing or packing of Plant origin material is used. <p>In case the Seller decides to negotiate all 3 originals of BL through negotiating Bank, non-negotiable documents (NND) consisting of copy of BL / HAWB & all originals at sl.no. 10-B2 to B5 will be couriered to Purchaser. Soft Copy of documents at sl. 10-B1 to B5 will also be sent by e-mail to the Purchaser at the e-mail address given in the PO. Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing negotiable documents, will be recovered from the Seller.</p>		
C	In case of incomplete documentation, the communication shall be provided to supplier. The delays in submission of documentation by the supplier shall be reckoned while releasing payments to the Supplier		
11	Pricing Terms		
	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.		

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12	Price Validity :
	<p>Unless stated otherwise in the enquiry, offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date.</p> <p>The prices quoted for spare parts of the main equipment shall be kept valid for a period of 180 days from the date of placement of PO for the main equipment.</p>
13	Taxes & Duties - Indigenous Purchase
A	<p>The Taxes and duties as applicable shall be payable extra which may include GST against Gate pass- The Seller shall clearly indicate extent of taxes as applicable in his techno commercial bid. In the event of vendor failing to furnish valid GST invoices with appropriate HSN Code , amount corresponding to GST will be disallowed by BHEL while making payments.</p> <p>Bidders to ensure applicability of IGST / CGST/SGST based on the Inter / Intrastate movement of goods.</p> <p>GST Registration Number (GSTIN) should be clearly mentioned on the vendor's quotation.</p> <p>Please quote our IGST registration number 09AAACB4146P2ZC in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.</p> <p>In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL- Jhansi due to any default of supplier under GST such implication shall be to supplier's account.</p> <p>GST shall be levied on LD and the relevant tax invoice shall be provided to vendors for availing credit.</p> <p>In case of directly despatchable items to Customer's Site, Supplier to bill to BHEL Jhansi at its GST Account number 09AAACB4146P2ZC and ship to the respective Customer</p> <p>Since, input credit of GST will be available to BHEL-Jhansi only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Jhansi on matching of vendor inputs at GST portal and after ensuring availability of input credit to BHEL-Jhansi. Payment of tax shall be done only after availing matching ITC, in all cases where bills are submitted directly to BHEL-Jhansi or through bank or under LC or through any other mode.</p> <p>Other statutory declaration forms are also to be submitted in time, as mentioned in the relevant Laws. BHEL reserves the right to withhold the payment due to the vendor equivalent to BHEL's tax and related liability thereon.</p> <p>In case of any changes in statutory laws w.r.t. taxes and duties, the same shall be applicable at the given point of time.</p>
B	<i>Wherever GST is not applicable, the tax and duty structure , as applicable, is to be complied by the seller.</i>
14	Taxes & Duties - Foreign Purchase – Imports
A	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted FCA / CFR/CIF price.
15	Payment Terms-
A	<p>Indigenous: 100 % payment within 90 days (45 days for MSE / NSIC registered suppliers as per relevant act in force) from the date of receipt of material and submission of clear and admissible bill, subject to acceptance of material at BHEL , on direct presentation of the documents..</p> <p>Payments to vendors who are seeking benefits under MSME act shall not be entertained if the Udyog Aadhar Memorandum (UAM) submitted by them is not valid on the date of Purchase Order and date of supply (SRV Date of BHEL) . It is hence in the interest of the vendor that they validate the status of UAM regularly with BHEL.</p> <p>In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate(as on date of Part I bid opening) + 6%, for the purpose of bid evaluation.</p>

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	All documents as called for in the PO have to be submitted by the Supplier at the time of receipt of material and this should include the Invoice of the Supplier - Original copy of the Buyer and Duplicate for Transporter. On receipt of Invoice, the same shall be acknowledged by BHEL. Any clarifications on the bill submitted by the supplier shall be sought generally within 30 days (15 days for MSE / NSIC registered suppliers as per relevant act in force) of receipt of bill at BHEL. While it would be in the interest of the Supplier to provide the reply immediately to the clarifications sought , the Supplier is to respond at least within 7 days from the date of clarifications sought by BHEL. Wherever clarifications are sought by BHEL, the date of receipt of clarifications from the supplier shall be considered as date of submission of clear and admissible bill.						
B	Foreign: 100% against irrevocable, unconfirmed LC, payable within 120 days of the bill of lading (BL) date. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate (as on date of Part I bid opening) plus 6%, for the credit period short of 120 days. The LC shall be established 2 month prior to shipment date, valid for period of 120 days, unless agreed otherwise. Payment terms of CAD payable on 120 th day of BL / HAWB date shall be preferred.						
C	While there could be exceptional situations wherein the payment may be delayed beyond the stipulated time mentioned above, it is clarified that BHEL shall not pay any interest on such delays						
D	In case of any disagreement between BHEL and the Supplier on any part of the bill, such part shall be severed from the rest and payment against agreed and admissible part shall be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions viz. conciliation, dispute resolution, arbitration, etc						
16	Inspection of Goods						
A	The Seller shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.						
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract.						
C	All costs related to inspections and re-inspections shall be borne by the Seller. In case of foreign vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.						
D	<u>Undertaking to be provided by Suppliers before despatch</u> : The suppliers , before despatching the jobs, shall provide an undertaking on their letterhead, that the jobs have been made as per BHEL Specification / Drawings, that the test results meet the specified parameters of the drawing / specification, that the supplies have been inspected as per Quality Plan (if called for in the Purchase Order), that on receipt of supplies at BHEL, Jhansi; BHEL reserves the right to reject any supplies which are non compliant, that in case the material is accepted with deviationst wherever rectifications / rework is observed, that the Supplier shall be given seven days notice to attend to the work and if the Supplier does not attend the rectifications in the said period, BHEL shall reserve the right for suitable deductions. Despatch clearance shall be given when the Supplier provides the above undertaking (as per Annexure I) to BHEL						
E	<u>Uploading despatch information on BHEL SIP</u> The supplier has to upload despatch information details by logging in at ' Supplier Information Portal ' of BHEL Jhansi website using their User name (Vendor Code) and Password. Subsequently, the supplier has to click at the link' Update Consignment details ' provided therein.Submitting ' Despatch Intimation ' is mandatory . All supplies arriving (reaching BHEL Jhansi) will be allowed inside CISF Material gate of BHEL Jhansi only if the supplier has submitted online Despatch Intimation. The following documents are necessary before entry of material at our Material Gate : <table border="1" data-bbox="247 1848 1460 2004"> <tr> <td>1</td><td>GST Invoice OR Delivery Challan (as per rule 55) OR Bill of entry for imports OR Excise Duty Invoice for Petroleum supplies</td></tr> <tr> <td>2</td><td>Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket..).</td></tr> <tr> <td>3</td><td>'Despatch Intimation' (Printout required).</td></tr> </table>	1	GST Invoice OR Delivery Challan (as per rule 55) OR Bill of entry for imports OR Excise Duty Invoice for Petroleum supplies	2	Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket..).	3	'Despatch Intimation' (Printout required).
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2	Lorry Receipt (LR) OR Railway Receipt (RR) OR Door Delivery (Courier Docket..).						
3	'Despatch Intimation' (Printout required).						

	<p>The following documents are additionally required for SRV clearance if they are called for in the Purchase Order (PO):</p> <table border="1" data-bbox="252 353 1460 448"> <tr> <td>4</td><td>Complete Test certificates/Inspection reports</td></tr> <tr> <td>5</td><td>Guarantee certificates</td></tr> <tr> <td>6</td><td>Any other document as called for</td></tr> </table> <p>Following may be required for SRV preparation depending on the nature of material being supplied:</p> <table border="1" data-bbox="252 571 1460 689"> <tr> <td>7</td><td>Packing lists, wherever applicable.</td></tr> <tr> <td>8</td><td>Weighment slip.</td></tr> </table> <p>A cost of one percent of the transaction value (not more than Rs 5000 per transaction but not less than Rs 500 per transaction) shall be deducted from supplier bills in case supplier has failed to upload the despatch information on Supplier Information Portal</p>	4	Complete Test certificates/Inspection reports	5	Guarantee certificates	6	Any other document as called for	7	Packing lists, wherever applicable.	8	Weighment slip.
4	Complete Test certificates/Inspection reports										
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E	<p>Material despatched one month prior to the date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM</p> <p>Material despatched 10 weeks after date of despatch shall not be permitted inside BHEL, unless there are instructions otherwise from BHEL. In all such cases, material will be allowed inside only if approved by Head MM</p>										
17	<p>Warranty , Corresponding Repairs / Replacement of Goods, and Deductions</p>										
A	<p>Goods shall comply with the specifications for material, workmanship and performance.</p> <p>The warranty shall be for a period of 24 months from the date of receipt at BHEL, Jhansi</p> <p>However, wherever erection & commissioning also is in the scope of the bidder, the warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning, whichever is later.</p> <p>In case any other terms are to be specified for warranty, the same shall be specified in the specific enquiry</p> <p>Normally deviation shall not be accepted for the criteria of warranty period. The offers of bidders, who offer deviation to the warranty terms mentioned in the NIT, are liable to be rejected.</p> <p>If the item supplied is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller.</p> <p>In case the defects attributable to Seller are detected during processing of the goods at purchaser's/ his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>										
18	<p>Evaluation and Loading Criteria:</p>										
	<p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions (after considering, inter alia, Customs Duty and CENVAT/ VAT/ CST/Service Tax/Entry Tax or any other tax as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.</p> <p>Foreign suppliers shall ensure that the benefits as applicable under Free Trade Agreement (FTA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed</p>										

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	<p>concessional duty benefits in India, the cost incurred owing to consequent delays, detention and demurrage thereof, will be to the Seller's account.</p> <p>To arrive at the Delivered Cost, the quoted price shall be suitably loaded, the details of which are mentioned in this annexure / special remarks of the enquiry. In case of any additional techno commercial deviations, for which the loading criterion is required to be framed after opening of techno commercial bid, such criteria shall be communicated to all qualified bidders before price bid opening.</p>
19	Non-Disclosure Agreement
	<p>All Drawing and technical documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u></p>
20	RIGHT OF REJECTION /NON- PLACEMENT OF PO/ SHORTCLOSURE OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason whatsoever / non placement of PO or contract / short closure of PO or contract.
21	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
A	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must normally be in Indian Currency from the Consortium Banks of BHEL / as specified in the specific Enquiry
B	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable security, preferably Bank guarantee.
22	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – Indigenous Purchase
A	MSE suppliers who are registered by bodies like MSMED, NSIC & DIC specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) can avail the intended benefits only if they submit along with the offer, relevant documents including valid certificate as mentioned in " Format for Supplier MSME Status' on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in SDC records of BHEL, Jhansi, it may not submit the details again. It is hence in the interest of the supplier that they validate the status of UAM regularly with BHEL, if they would like to avail intended benefits under MSME Act.
B	Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. Such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non- submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.
C	In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered quantity. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders.

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	The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per 'manner of splitting' clause in NIT already cater to 20% share in the tendered load.
D	In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has wilfully suppressed the facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.
23	Benefits earmarked to suppliers for Purchase under 'MAKE IN INDIA'
	As part of minimizing import content, Government of India, vide order no P-45021/2/2017-B.E.-II dated 15.06.2017, under the subject – Public Procurement (Preference to Make in India) -- has set the initiatives to encourage and promote indigenously manufactured goods within India and services provided by sources within India. . In line with this, bidders who manufacture the goods and provide services within India (otherwise referred as local suppliers) are given purchase preference and are entitled to benefits in the tender
A	Definitions
(i)	Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Presently, the minimum local content required is 50%. The nodal ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
(ii)	Local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed
(iii)	Margin of Purchase Preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Presently the margin of Purchase preference is 20%.
B	Conditions under which preference is given
(i)	In procurement of goods in respect of which the Nodal ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs 50 lakhs, provisions of 23(B) (ii) and 23(B)(iii) shall apply.
(ii)	If the procurement of goods are not covered by 23(B)(i) and are divisible in nature, the following procedure shall be followed :
a	If L1 is a local supplier, the order for full quantity shall be awarded to local supplier
b	If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, shall be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and the order shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
iii	If the procurement of goods are not covered by 23(B)(ii) and are not divisible in nature, and in procurement of services where the bid is evaluated on the price alone, the following procedure shall be followed :
a	If L1 is a local supplier, the order shall be awarded to local supplier
b	If L1 bid is not from a local supplier, then the lowest bidder among the local suppliers, will be invited to match the L1 price, subject to the local supplier's quoted price falling within the margin of purchase preference, and the order shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and the order shall be awarded accordingly. In case none of the local suppliers within the margin of preference match the L1 price, then the order may be awarded to the L1 bidder.
C	Exemption of small purchases
	Notwithstanding anything contained at clause 23B above, procurements where the estimated value of procurement is less than Rs 5 lakhs are exempt and purchase preference shall not be accorded in such cases.

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D	Verification of local content
(i)	The local supplier, at the time of tender, bidding or solicitation, shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
(ii)	In cases of procurement for a value in excess of Rs 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
(iii)	False declarations shall be in breach of code of integrity and shall invite action as per guidelines for Suspension of Business dealings with Suppliers
E	In case of any disputes / clarifications, the extant guidelines of Government of India shall prevail.
24	Fraud Prevention
	The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice
25	Settlement of Disputes & Arbitration
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate Guidelines of the Purchaser and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with Corporate guideline as amended from time to time.
E	The Seller shall continue to perform the contract, pending settlement of dispute(s).
26	Applicable Laws and Jurisdiction of Courts
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction.
27	Conciliation
	<p>BHEL and bidder agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the terms and conditions of order, which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <p>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</p> <p>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. The details of Conciliations shall be governed by the BHEL Conciliation scheme 2018.</p>
28	General
	The Bidder shall keep a track of any changes by visiting the Supplier Information Portal of BHEL, Jhansi at https://www.bheljhs.co.in/apps/sip/index.php