

M/s OPEN TENDER  
 BHEL  
 HARIDWAR INDIA Vencd 00001  
 Emailid -

Item Description	Quantity	Unit	Lot	Quantity	Lot Date
1 W97717001454 ACC STRUCTURAL ITEM AS PER DOCUMENT HXE/SK/2283 SIZE: -	1	ST	1	1	30/04/22
2 W97717001462 ACC STRUCTURAL ITEMS AS PER DOCUMENT NO. HXE/SK/2284 SIZE: -	1	ST	1	1	31/05/22

\*\* IMPORTANT: This enquiry is 2 part tender. Techno-Commercial bid (Part-1) & Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope. Techno-Commercial Bid shall contain detailed Technical Specification, Drawings Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.

Special Instructions:

Items is required for North Karanpura Unit-2 and Unit-2 Project.  
 The Offers is to be submitted as per NIT documents.

General Instructions:

Please visit our site [www.bhelhwr.co.in](http://www.bhelhwr.co.in) for latest version of General Instructions and Standard Terms & Conditions (GISTC) for Tender Enquiries. All the bidders/vendors must ensure compliance of latest GISTC. Terms & Conditions printed overleaf of this Standard Tender enquiry format are null & void.  
 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WP against this NIT.  
 In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

SL	MATERIAL CODE	QUANTITY	UNIT	LOTNO	LOT DELIVERY QTY SCHEDULE
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Default purchase preference under Make in India order shall be 20% to suppliers with default minimum local content of 50% for all items / works / services.

For further details, please refer latest version of GISTC.

Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India),

Order 2017 dated 15.06.2017 & 28.05.2018

Kindly produce GeM seller Id with documentary proof along with your Bids/offers for case Value more than 25 Lacs.

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**RAHUL SHARMA**  
**DY. MANAGER(PPX-BOI)**



PPX-BOI DEPARTMENT  
BHARAT HEAVY ELECTRICALS LIMITED  
HEEP: HARDWAR-249 403 (Uttarakhand)  
FAX: +91 1334 226462  
TEL: +91 1334 281753/285834

Enquiry No.: B/4222/2021/2016V/1  
NIT No. ([www.bhel.com](http://www.bhel.com))

Annexure-B

### INSTRUCTIONS TO BIDDERS

#### SCOPE OF ENQUIRY

Sealed Bids are invited from bidders for supply of steel structure material to 3x660 MW North Karanpura unit-2 & 3 Project.

#### 1. PROJECT INFORMATION

Project Name	3 x 660 MW North Karanpura project
Consignee Address	GENERAL MANAGER NTPC- NORTH KARANPURA, SUPER THERMAL POWER PLANT POST-TANDWA, DISTT-CHATRA JHARKHAND, PIN-825321 CONSINGNEE GSTIN 20AAACN0255D2ZB

#### 2. Brief Description of the requirements:

Sl. No.	Material Code	Item Description	Delivery Required			
			Delivery completion	Material Requirement	Weight	Qty.
1.	Material Code: W97717001454	ACC STRUCTURAL ITEM AS PER DOCUMENT No. HXE/SK/2283	All efforts to be made by supplier for start of supply in 30 days from PO date and completion within 60 days from date of purchase order	30/04/22	685487 Kg	1 Set
2.	Material Code: W97717001462	ACC STRUCTURAL ITEMS AS PER DOCUMENT NO. HXE/SK/2284	All efforts to be made by supplier for start of supply in 30 days from PO date and completion within 60 days from date of purchase order	31/05/22	1995604 Kg	1 Set

#### 3. PRE-QUALIFICATION REQUIREMENT (PQR)

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

**Important Note:** Bidders should ensure completeness and correctness of all supporting documents of PQR along with their offer. Bidders, who do not meet PQR i.e. do not complete the PQR documentation shall be ignored and no-further correspondence shall be entertained thereafter.

#### 4. SUBMISSION OF OFFER

4.1 Only English version of all documents would be valid & binding.

4.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full



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**Annexure-B**

understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon in 'Deviation' sheets by the bidder in his offer. Non-compliance with any of the requirements and instructions in the Tender Enquiry may result in rejection of the offer.

**4.3** Name of dealing person of vendor with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.

**4.4** Tenders are to be submitted in **Two Parts (Pre-Qualification Requirement(PQR) & Techno-commercial Bid – Part 1 & Price Bid – Part 2)** and **Part-1 (Pre-Qualification Requirement(PQR) & Techno-commercial Bid – Part 1)** will be opened first. The offers are to be submitted on or before the Due Date and time, as per details below:

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

Comprising of following documents:

- a. Earnest Money Deposit (EMD)/details of EMD in case of e-payment (or Notarized copy of required Certificate for exemption of EMD)
- b. Vendors are required to furnish requisite details in the formats specified in bidding documents for meeting the stipulated **Pre-Qualification Requirements (PQR)** along with all supporting documents to fulfill the PQR requirement. The Pre-Qualification requirements are as per enclosed **ANNEXURE-A**.
- c. Complete Technical offer with relevant drawings/ documents etc.
- d. **"Instructions to Bidders", Special Terms & Conditions** (Annexure-1) and **"GISTC (General Instructions and Standard Terms & Conditions against Tender Enquiry) – For indigenous supplier"** are an integral part of this enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be necessarily submitted along with the offer.
- e. Commercial Terms & Conditions.
- f. Replica of price-bid without prices.
- g. Signed & Stamped copy of enclosed BHEL Quality Plan no.- QA/BI/QP/ACC/STEEL STRUCTURE, Rev:00. M/s Steel1 to submit already NTPC approved "QAP no. 4410-001-110-QVM-Q-400" with BHEL QA updation dated 08.12.2021
- h. Any Deviation with reference to technical requirements/specification to be laid down on separate sheet along with the cost of Withdrawal of such technical deviations (if any). Acceptance of such technical deviations would be at the discretion of BHEL.
- i. Any other documents required to be submitted as per your offer.

**[B] PART-II: PRICE-BID**

- a. Price bid
- b. Cost of withdrawal of deviation (if any) shall be submitted in this part.

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

- PART-I BID:** 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION  
2. DUE DATE FOR OPENING



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**Annexure-B**

3. TECHNO-COMMERCIAL BID WITH PQR.

- PART-II BID:** 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION  
2. DUE DATE FOR OPENING  
3. PRICE BID.

4.6 Parts –I Bid & Part- II Bid shall be submitted in separate sealed covers duly super scribed as indicated above and shall be enclosed further in a main cover duly sealed and super scribed as:

1. TENDER ENQUIRY NO AND ITEM DESCRIPTION (As per page 1 of this document)
2. DUE DATE FOR OPENING
3. PART-I BID & PART-II BID

4.7 Quotation must be enclosed in sealed cover on which tender enquiry number and the due date must be written and be invariably sent under REGISTERED POST / SPEED POST / COURIER/Dropped in the Tender Box of HEEP BHEL Haridwar, addressed as follows:

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

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

The bid/quotation must be posted before due date, keeping allowance for postal transit time. Alternatively, the tenders duly sealed and super-scribed as above may be deposited in the Tender Box. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. **However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode.** Documents submitted with the offer/bid shall be signed and stamped in each page by authorized representative of the bidder.

4.9 PART-I Bid (Techno-Commercial bid with PQR) will be opened on Due Date and time specified in the Enquiry, or extension thereof, in presence of tenderers who may like to attend. Incomplete offers are liable to be rejected.

4.10 Only those vendors would be considered for Price Bid Opening/Reverse Auction who are accepted in all respect i.e. Pre-qualification Requirement, techno-commercial acceptance, "BHEL" etc. and are approved/accepted by end user (NTPC) on or before the date of Price Bid Opening/Reverse Auction. Bidders to note that end User approval (NTPC) is mandatory requirement for considering your offer against North Karanpura project. The offers meeting pre-qualification requirement will be referred to the End User for approval.

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

<b>Mr. Rahul Sharma</b> <b>Designation: Manager (PPX-BOI)</b> 4 <sup>th</sup> Floor, Main Admin. Building HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: rahuls@bhel.in Tel: +91 1334 281753	<b>Mr. Ashish Gupta</b> <b>Designation: SR. DGM (PPX-BOI)</b> 4 <sup>th</sup> Floor, Main Admin. Building HEEP, BHEL, Hardwar- 249403 Uttarakhand, India Email ID: gupta.a@bhel.in Tel: +91 1334 285834
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**Annexure-B**

- 4.12 Bidders or their authorized representatives shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed. The authorized representative should bring enquiry specific authority letter from their principal for attending the bid opening on that particular day. General authorization letter is not acceptable.
- 4.12 Bidder shall not be allowed to carry camera/laptop in the tender room. The use of Mobile Phone is also restricted in the Tender Room. Any kind of photography / videography by bidders is not allowed in tender room.
- 4.13 Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders /bidder's representative for noting down.
- 4.14 As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, one agent cannot represent two or more suppliers or quote on their behalf in a particular tender. If so found at any stage, BHEL Hardwar is likely to cancel Enquiries / POs to such suppliers. Further, such agent is likely to be de-listed (Black listed for business from BHEL).
- Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored.
- Vendors operating from BHEL quarters, unauthorized colonies on BHEL Land and Dharamshalas/ Hotels shall not be considered, hence such vendors need not apply.
- 4.15 The offer of vendors who are banned/deleted/under hold by BHEL, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com). (Supplier Registration link).
- 4.16 Please ensure that each page of the offer/bid is signed & stamped by authorized representative of bidder.
- 4.17 Envelope to be not marked with tender Enquiry no. is liable to be ignored and may not be opened.

**5. EARNEST MONEY DEPOSIT (EMD)**

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

Details	Amount In INR	Type
EMD	INR 2,00,000/- (INR Two Lakh)	Refundable

5.2 The EMD should be submitted in the form of demand draft / RTGS (as permissible under income tax act). The Drafts shall be drawn in favor of "**BHEL Hardwar**".. For e-payment, RTGS details are as mentioned below:

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



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**Annexure-B**

- 5.3 The suppliers who are already registered in PMD (product Material Directory) of BHEL, HEEP Haridwar for supply of this item are exempted from submission of EMD.
- 5.4 MSE Suppliers/Central / State – PSUs / Government departments are exempted from submission of the EMD.  
“MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part-1 bid in case of two part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price-bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazette Officer.”
- 5.5 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after the finalization of the contract.
- 5.6 EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

**6. TECHNICAL REQUIREMENT**

Please ensure completeness of your offer along with all the relevant documents as per **technical specifications/documents/addendum etc.**

**7. PRE BID CLARIFICATION/ PRE BID MEETING**

- Please note that as per BHEL’s Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specification/documents of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer accordingly.
- In case of any confusion / non-clarity on any of the clause / requirement of specification, please clarify the same from BHEL before submission of offer. Pre-bid meeting can also be arranged on bidder’s request for clarification of techno-commercial scope.
- Deviation & request regarding non-clarity / contradictory conditions / ambiguity of specifications would not be entertained after opening of techno-commercial offers. Further no price impact would be allowed for the requirement which is already part of the specifications of the tender enquiry, after opening of techno-commercial offers.

**8. IMPORTANT NOTE**

Deviations (if any) are to be listed separately in deviation sheet. Please note that in case, deviation sheet is not received along with the offer, it will be considered that all terms and conditions mentioned in above documents are acceptable to the bidder and your offer will be processed accordingly.

**9. LIST OF ENCLOSURES**



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**Annexure-B**

**Commercial Documents:**

- a) Instructions to Bidders
- b) Special Terms & Conditions (Annexure-1) for Indigenous vendors
- c) MSME format
- d) Terms & Conditions of Reverse Auction
- e) GISTC (for Indigenous Bidders)
- f) Make in India Certificate.
- g) List of BHEL consortium Bank

**Technical Documents:**

- a) Pre-Qualification Requirements (Annexure-A)

**For and on behalf of BHEL, Hardwar**

**(Ashish Gupta)**  
**Sr. DGM / PPX-BOI**

**Tender Enquiry No. B/4222/2021/2016V/1 for the requirement of Steel Structure for ACC-NKP Project****SPECIAL TERMS & CONDITIONS OF TENDER ENQUIRY (for Indigenous vendors)**

These Conditions shall be read in conjunction with General Instructions and standard terms & conditions (GISTC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of Special terms & conditions of tender enquiry (Annexure-1) shall prevail over the GISTC and its corrigendum, if any.

Sl. No	Terms	Description	Your confirmation
1.	<b>Confirmation to General Instructions and standard terms &amp; conditions:</b>	<p>Please confirm each clause of following documents: -</p> <ol style="list-style-type: none"> <li>1. General Instructions and standard terms &amp; conditions for bidding against tender enquiry (GISTC, Version June-2021, Rev 06):</li> <li>2. Special terms &amp; conditions of tender enquiry (Annexure-1).</li> <li>3. Techno-commercial terms as confirmed above in Annexure-1 shall supersede the similar terms &amp; conditions found contradictory written elsewhere in the offer. Kindly confirm the same.</li> </ol> <p>Deviation to conditions mentioned in above documents, if any, shall be submitted along with offer in separate documents.</p> <p>Please note that in case, deviation sheet is not received along with the offer, it will be considered that all terms and conditions mentioned in tender documents are acceptable to the bidder and your offer will be processed accordingly.</p>	
2.	<b>Basis of Quotation:</b>	<p><b>Confirm that Prices have been quoted on <u>Ex-works Freight pre-paid</u> basis up to North Karanpura Project.</b></p> <p>The goods must be dispatched through any BHEL approved transporters which are posted at our <a href="https://hwr.bhel.com">website https://hwr.bhel.com</a> . Please note that if you dispatch the material by any BHEL un-approved transporter then you will be required to furnish the MRC (Material Receipt Certificate) / Receipted GR from “BHEL”/ “BHEL Authorized Agency” (confirming receipt of item at delivery address as mentioned above). No demurrage charges would be borne by BHEL.</p> <p>Rates are to be quoted on per kg basis. Weight shall be taken as per final Bill of Material (BOM).</p> <p>The weight in Final BOM / revised BOM at a later stage may vary w.r.t. BOM provided with tender enquiry.</p> <p>If the weight in final BOM decreases, then payment shall be made after deducting the amount for decreased weight according to per KG rates.</p> <p><b>Please note that above variation shall be taken care on material code wise basis.</b></p> <p>Please mention separately Packing and Forwarding charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.</p> <p>Please mention separately Freight charges in terms of % of basic prices (if any) and mention specifically that it is inclusive or not in the quoted price. In case the offer is silent regarding these charges, the same would be considered to be inclusive in the offer. Kindly confirm.</p> <p>Transit insurance would be arranged by BHEL. Please send your offer keeping this in view.</p> <p>Applicable GST etc. should be indicated separately and clearly in the quotation, else it will be considered that the offer is inclusive of same.</p>	

## Tender Enquiry No. B/4222/2021/2016V/1 for the requirement of Steel Structure for ACC-NKP Project

3.	<b>Delivery :</b>	<p>You are requested to offer your best possible delivery in number of weeks/ months for each material code.</p> <table border="1" data-bbox="391 201 1375 926"> <thead> <tr> <th data-bbox="391 201 467 331">Lot</th> <th data-bbox="467 201 659 331">Material Code</th> <th data-bbox="659 201 818 331">Item Name</th> <th data-bbox="818 201 902 331">Qty.</th> <th data-bbox="902 201 1094 331">Delivery completion</th> <th data-bbox="1094 201 1224 331">Material Requirement schedule</th> <th data-bbox="1224 201 1375 331">Total Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="391 331 467 632">1</td> <td data-bbox="467 331 659 632">W97717001454</td> <td data-bbox="659 331 818 632">ACC STRUCTURAL ITEM AS PER DOCUMENT HXE/SK/2283</td> <td data-bbox="818 331 902 632">1 Set</td> <td data-bbox="902 331 1094 632">All efforts to be made by supplier for start of supply in 30 days from PO date and completion within 60 days from date of purchase order.</td> <td data-bbox="1094 331 1224 632">30/04/22</td> <td data-bbox="1224 331 1375 632">685487 KG</td> </tr> <tr> <td data-bbox="391 632 467 926">2</td> <td data-bbox="467 632 659 926">W97717001462</td> <td data-bbox="659 632 818 926">ACC STRUCTURAL ITEMS AS PER DOCUMENT NO. HXE/SK/2284</td> <td data-bbox="818 632 902 926">1 Set</td> <td data-bbox="902 632 1094 926">All efforts to be made by supplier for start of supply in 30 days from PO date and completion within 60 days from date of purchase order.</td> <td data-bbox="1094 632 1224 926">31/05/22</td> <td data-bbox="1224 632 1375 926">1995604KG</td> </tr> </tbody> </table> <p>Material is required as per above delivery schedule mentioned in the enquiry. However, you are requested to offer your best possible delivery in number of weeks/months from the date of Purchase Order/documents approval.</p>	Lot	Material Code	Item Name	Qty.	Delivery completion	Material Requirement schedule	Total Weight	1	W97717001454	ACC STRUCTURAL ITEM AS PER DOCUMENT HXE/SK/2283	1 Set	All efforts to be made by supplier for start of supply in 30 days from PO date and completion within 60 days from date of purchase order.	30/04/22	685487 KG	2	W97717001462	ACC STRUCTURAL ITEMS AS PER DOCUMENT NO. HXE/SK/2284	1 Set	All efforts to be made by supplier for start of supply in 30 days from PO date and completion within 60 days from date of purchase order.	31/05/22	1995604KG	
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4.	<b>Technical Requirement and submission of FCA for getting drawings:</b>	<p>Following technical documents along with other relevant drawings for required materials shall be complied and followed for required items. Please quote your valuable offer accordingly.</p> <p>a) For Material Code: W97717001454; ACC Structural Item as per document HXE/SK/2283</p> <p>b) For Material Code: W97717001462; ACC Structural Item as per document HXE/SK/2284 rev 01</p> <p>bidders shall submit endorsed copy of attached FCA to get soft copy of drawing @ <a href="mailto:mithleshkumar.maurya@bhel.in">mithleshkumar.maurya@bhel.in</a> and <a href="mailto:saurabhu@bhel.in">saurabhu@bhel.in</a> and <a href="mailto:rahuls@bhel.in">rahuls@bhel.in</a></p> <p>Please ensure that the submitted offer is in line with BHEL drawing, specification, BOM, documents etc. as provided with the tender enquiry upon submission of FCA.</p> <p>For any deviation from BHEL manufacturing drgs vendor to take approval from BHEL, Haridwar before manufacturing of items.</p> <p><b>Please ensure that documents submitted with the offer/bid are signed and stamped in each page by authorized representative of the bidder.</b></p>																						
5.	<b>Customer approval requirement</b>	<p>End User approval (NTPC) is mandatory requirement for considering your offer against North Karanpura project. The offers meeting pre-qualification requirement will be referred to the End User for approval.</p> <p>Price bid of the offer of only those bidders who meet pre-qualification requirement, technical requirement and approved by the End User NTPC will be considered for requirement against North Karanpura Project.</p>																						
6.	<b>Validity:</b>	Confirm that your offer shall be valid for 180 days from the date of tender opening.																						

## Tender Enquiry No. B/4222/2021/2016V/1 for the requirement of Steel Structure for ACC-NKP Project

		BHEL reserves the right to reject any or all quotations, quoting validity less than 180 days.	
7.	<b>Engineering Documents Approval:</b>	Drawings/Data sheets/documents as called in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 15 days of purchase order (if required). BHEL will arrange the approval of these drawings/data sheets/documents/QAP within 15 days of their receipt provided those are complete in all respect. Any delay in delivery on account of late submission of drawings/other documents/QAP shall be to vendor's account. Kindly confirm.	
8.	<b>Quality Requirements:</b>	M/s Steel1 (in case of ordering on them) to follow already NTPC approved QAP as indicated below.  QAP No.: 4410-001-110-QVM-Q-400 with BHEL QA updation dated 08.12.2021.  For new vendors: Vendor to endorse BHEL SQP no. "QA/BI/QP/ACC/STEEL STRUCTURE, Rev:00" (enclosed) and submit along with the offer. Successful vendor's QAP shall be forwarded to NTPC for their review and approval. Vendor to confirm to follow NTPC to be approved QAP in totality in the bid without any price implication on BHEL.	
		Inspection shall be done BHEL nominated inspection agency "BVIL" and NTPC as per NTPC approved QAP (updated) or as approved. Please confirm.	
		The charges of BVIL or any other agency nominated by Purchaser would be borne by Purchaser. However, coordination with the Purchaser (BHEL)'s nominated agency and NTPC inspector would be the responsibility of the Contractor/Seller. Inspection calls should be raised by Contractor/Seller/sub-vendors on BHEL CQS website ( <a href="http://WWW.CQIR.BHEL.IN">WWW.CQIR.BHEL.IN</a> ). At least 15 days' notice period shall be given to the inspection agency for witnessing the inspection.	
9.	<b>Evaluation</b>	Evaluation shall be done item wise on total landed cost to BHEL up to Project site for each material code, considering quantity of individual material (i.e. material codes wise evaluation).	
10.	<b>MDCC (Material dispatch clearance certificate) Clause:</b>	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC. However, vendor to proceed ahead with despatch of material without waiting for PO amendment.	
11.	<b>Splitting</b>	<p><b>A. <u>For Material Code W97717001454; ACC Structural Item OF Unit-2 project as per Document HXE/SK/2283 – 01 SET (approx. 685487 KG per Set):</u></b></p> <p>Splitting is not proposed for above material code and all quantity shall be procured from single source.</p> <p><b>B. <u>For Material Code W97717001462; ACC Structural Item as per Document HXE/SK/2284 – 01 SET (approx. 1995604 Kg per Set):</u></b></p> <p><b>It has been decided to split the contract for supply of above material code: <u>W97717001462</u> between 2 bidders in a manner given below:</b></p> <p>Part-1 will be for supply of 1198964.0 Kg (approx.) of material as per item list given in table-1 of document no. HXE/SK/2284 rev 01 attached (%age of this</p>	

## Tender Enquiry No. B/4222/2021/2016V/1 for the requirement of Steel Structure for ACC-NKP Project

		<p>part is approx. 60% of total weight of the material code W97717001462) and shall be awarded to L-1 bidder.</p> <p>Part-II of contract will be for supply of 796640.0 Kg (approx.) of material as per item list given in table-2 of document no. HXE/SK/2284 rev 01 attached (%age of this part is approx. 40% of total weight of the material code W97717001462) and shall be awarded to next lowest bidder (who accepts our counter offer of L-1 prices in a sequence of L-1, L-2, L-3 bidders and so on.) at the L1 finalized price.</p> <p>In case, no bidder accepts the Part-II of the work at L1 finalized price then, complete scope of supply (i.e. Part-I &amp; Part-II) shall be awarded to the L1 bidder and L-1 bidder to execute the contract accordingly.</p> <p><b>Accordingly, provision of splitting of supplies between 02 bidders is there in the tender as per item list for both parts of tender (tables enclosed).</b></p>	
12.	<b>Payment Terms:</b>	<p>Please confirm the following payment terms: -100% payment shall be made after receipt of material at North Karanpura Project Site. Received LR certificate from BHEL will be part of negotiation document for claiming payment.</p> <p>For MSEs (covered under MSME act ) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.</p>	
		<p>Loading for Deviation in Payment terms: In case of deviation in above mentioned payment term, your offer would be evaluated with loading as per BHEL rules/policy.</p>	
		<p><b>Mode of Payment:</b> The payment may be claimed by submitting received GR along with bill thru bank or directly to BHEL by submitting received GR &amp; billing documents. In case of payment through bank, all bank charges shall be on either side i.e. your bank's charges shall be to your account and our bank's charges shall be to our account. In case documents are presented directly to our nominated Banks, bank charges shall be to your account.</p>	
13.	<b>Penalty Clause:</b>	<p>Kindly confirm that penalty for late delivery w.r.t. contractual delivery shall be applicable at the rate of 0.5% of the "lot wise order value" per week of delay or part thereof subject to maximum of 10% of the "lot wise order value" i.e. even if a small portion of Lot is not delivered within time then penalty will be applicable on total lot for that material code. <b>Date of GR shall be treated as delivery date for all purposes.</b></p>	
		<p><b>Loading for deviation in penalty for LD clause: -</b> Please note that, in case of deviation in penalty clause, BHEL will evaluate your offer after loading on account of deviation in penalty as per BHEL rules/policy. Loading will be done to the extent by which penalty clause is not agreed.</p>	
14.	<b>Guarantee/Warranty Clause:</b>	<p>Guarantee shall be taken "18 months from completion of supply". Supply completion date shall be reckoned from the actual date of last supply made by bidder for quantities awarded to bidder.</p>	
		<p>Please note that offers with guarantee period lesser than above mentioned guarantee period may likely result in rejection of the offer.</p>	
		<p>In case of deviation in Guarantee Period, offer shall be evaluated with loading @4% per-annum (on pro-rata basis) of quoted material value, for the deviated guarantee period.</p>	

## Tender Enquiry No. B/4222/2021/2016V/1 for the requirement of Steel Structure for ACC-NKP Project

15.	<b>Deviation: (if any)</b>	Kindly confirm that there is no deviation with respect to BHEL Specifications. However, If there is any deviation with respect to the tender documents then the same should be brought out specifically in separate annexure marked "Deviations" (Technical/Commercial). The additional price, if any, for withdrawal of these deviations must be provided.	
16.	<b>Taxes &amp; duties:</b>	Details of applicable taxes & duties are to be mentioned as per clause 11 of General Instructions and Standards Terms & Conditions for bidding against tender enquiry (GISTC, Version June 2021, Rev. 06.) In this regard, following is to be specifically mentioned in the offer: a) GST Registration Number b) Address of Principal place of Business c) Type of Business d) HSN Code, its description & rate of applicable GST for the offered material e) Whether registered under Composite scheme of GST (Y/N). It should be noted that the evaluation of the offers shall be done considering the taxation/benefits as applicable under GST.	
17.	<b>Arbitration Clause</b>	In all cases of dispute, the matter shall be referred for Arbitration by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at Haridwar. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar. <b>JURISDICTION:</b> The courts of Haridwar, India, shall have exclusive jurisdiction.	
18.	<b>Risk Purchase</b>	<b>Risk Purchase:</b> In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.	
19.	<b>General Terms:</b>	Confirm that Approx. Weight & Volume of the packages has been mentioned in Techno-Commercial Offer (Part-1). Packing list of items to be submitted for BHEL review after placement of PO and before dispatch. Confirm that prices will remain firm and fixed during the entire validity and execution of the project. Please note no revision in the prices or submission of supplementary price bid will be allowed during the validity of the offer. However if there is any change by BHEL w.r.t. original specification/requirement/scope/terms and conditions, the bidders may be asked by BHEL to submit only the price impact bid for such changes only. Please note that as per BHEL's Policy, we cannot allow Price impact for the requirement / scope of supply, which is a part of specifications of our tender enquiry. Hence please read all specification / documents thoroughly and submit your offer as per specifications of tender enquiry. Right of acceptance: BHEL reserves the right to reject any or all quotations without assigning any reasons thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced quantity without any extra charges, Vendor should also be prepared for giving discount in case of increase in quantity.	

## Tender Enquiry No. B/4222/2021/2016V/1 for the requirement of Steel Structure for ACC-NKP Project

		Please note that in unlikely event of delay in dispatches (for reason attributed to either side) your invoices would be processed after suitable deduction as per PO clause. Any issue/dispute regarding deduction of penalty for LD can be settled later on. This would help in earlier processing of invoice.	
19.	<b>Order Acceptance :</b>	Ink signed order acceptance shall be furnished within 07 days of order. In case, order acceptance do not received within 07 days of order, PO deemed to be accepted.	
20.	<b>Reverse Auction</b>	Please confirm your participation in Reverse Auction as per guidelines as available on BHEL portal for this tender. "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 does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. " The detailed guidelines and process of RA are available on our website linked as - <a href="http://www.bhel.com/index.php/vender">http://www.bhel.com/index.php/vender</a>	
21.	<b>Shortage</b>	Any shortage found during verification is to be replenished free of charge by supplier on North Karanpura site within 30 days from the date of Item verification.	
23.	<b>Special Term</b>	Techno-commercial terms as confirmed above in Annexure-1 shall supersede the similar terms mentioned in offer documents. Kindly confirm the same.	
24	<b>Mandatory Procurement (Make In India)</b>	For the procurement the local content to categorize a supplier as a class1 local supplier/class II local supplier/non local supplier & purchase preference to class I local supplier, is a defined in public procurement (preference to make in India), order 2017 dated 4.6.20 issued by DPIIT. In case of subsequent order issued by the nodal ministry, changing the definition of local content for the item of the NIT, the same shall be applicable even if issued after issue of this NIT, but before open of Part-ii bids against this NIT. Please confirm.	
		Bidders to take note that this is not a Global Tender. As per extant Make In India Order no. P-45021/2/2017-PP (BE-II) Dt: 04.06.2020, following may please be considered: 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this under. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this under. Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this under. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-Local suppliers' for this procurement shall be in accordance/ compliance, as defined under this order.	
		Participant bidders to submit signed & stamped copy of Make in India deceleration certificate along with offer (refer enclosed).	
25	<b>Right of Acceptance:</b>	BHEL reserves the right to reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity.	

## Format for Self Certification under preference to Make in India order

### Certificate

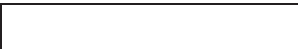
In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum local content \_\_\_\_\_ **%(Percentage)** as defined in above orders, for the items \_\_\_\_\_ covered against Enquiry No. - \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier



**Certificate by Chartered Accountant on letter head**

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

Category :.....(Micro/Small). (Copy enclosed).

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and  
building and the items specified by the Ministry of Small Scale Industries vide its notification No.  
S.O.1722 (E) dated October 5, 2006:

Rs.....Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture,  
fittings and other items not directly related to the service rendered or as may be notified under the MSMED  
act, 2006:

Rs.....Lacs

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

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

Or

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

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

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### 1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

### 2. ORIGIN OF QUOTATION.

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

### 3. SUBMISSION OF TENDER.

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

Quotation against Enquiry No. \_\_\_\_\_

Dated: \_\_\_\_\_

Due on: \_\_\_\_\_

To,

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

- b) TENDER ROOM is located at: Room No. - 415, 4<sup>th</sup> Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

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- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.
- i) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

#### 4. TENDER OPENING.

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

***Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.***

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

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.

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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of BHEL or without permission of BHEL.

### 6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.
- j) Currency of Evaluation shall be INR.

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

### 7. REVERSE AUCTION.

**Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:**

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://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 online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

### 8. DELIVERY TERMS.

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

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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

### 9. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY.

#### a) Where items of Purchase Order are independently usable.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

#### b) Where the total items are required for a main equipment and items are interdependent.

Liquidated Damages (LD) for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.

f) **DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

g) **DELIVERY AGAINST BANK DOCUMENTS:** In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the LD purpose.

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

i) Payment of Liquidated Damages (LD) shall not in any way relieve the vendor from any of its obligations & liabilities under the contract.

### 10. PAYMENT TERMS.

a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.

b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.

f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.

g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.

h) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.

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



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i) **The loading criteria for the different payment terms shall be as under;**

Payment Terms	Days of Loading
After Receipt & Acceptance of material within 75 days of supply.	<b>No Loading</b>
Against Delivery at BHEL-Stores Haridwar.	<b>45</b>
Against documents through bank (CAD):	<b>45</b>
Letter of Credit (LC)	<b>120</b>
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days' difference i.e. difference between 120 days and usance period if the usance period is < 75 days.
Advance	Delivery Period + 120 Days - Advance Payment Days.

### 11. TAXES & DUTIES.

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

BHEL-Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- k) **IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for



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evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.

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

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

### 12. BANK GUARANTEE.

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

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

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

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

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

### 14. QUALITY REQUIREMENT.

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

### 15. VALIDITY.

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

### 16. RIGHT OF ACCEPTANCE.

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



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

### 17. TRANSIT INSURANCE.

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

### 18. RISK PURCHASE.

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

### 19. FORCE MAJEURE CLAUSE.

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

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

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



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

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

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

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

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

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

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

### **20. NON-DISCLOSURE AGREEMENT.**

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or

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

### **21. SETTLEMENT OF DISPUTES / ARBITRATION.**

In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

### **22. WHARFAGE / DEMURRAGE RESPONSIBILITY.**

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

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

- a) "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate



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(Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

**b)** Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:
  - a) In case of proprietary MSE, proprietor shall be Woman.
  - b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.
11. The definition of MSEs owned by SC/ST is clarified as under:
  - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
  - c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.
12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.
13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.
14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.
15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.

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



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16. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.

17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

#### 24. INFORMATION TO THE BIDDERS.

a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.

b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.

c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>

d) Copy of this Tender Enquiry is being sent through the post.

e) 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.

f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.

In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

#### 25. MAKE IN INDIA (GOVT-NOTIFICATION).

A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.

B. The margin of purchase preference shall be 20%.

- 'Class-I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- 'Class-II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
- 'Non- local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the 'Class-I local supplier' / 'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local Supplier' shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the 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.



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### E. Requirement of Purchase Preference:

Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder -

a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".

b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling

within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I 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 contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA:SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-

a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –

b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price,



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then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

*Note: L1 Price refers to lowest evaluated / landed cost to Company.*

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

### 26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (.... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

### 27. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
  1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
  2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious

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



## BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version June-2021, Rev: 06)

occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting, serving , overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

### 3. Compensation in respect of each of the victims:

- (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh).
- (ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh).

4. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employees Compensation Act, 1923.”

f) The bidder shall be in compliance with applicable laws, rules and regulations throughout the terms of the contract for conducting its business generally and to perform its obligations under this contract.

**INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

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

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

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

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

## **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

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

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

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

### **Section 8 - Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

### **Section 10 - Other Provisions**

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

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal

For & On behalf of the Bidder/

Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness:\_\_\_\_\_

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Clause on IP in the tender****“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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Address	Phone & Email
1.	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony Bhopal 462016 (M.P.)	<a href="mailto:dilip.chaudhary@icloud.com">dilip.chaudhary@icloud.com</a>
2.	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068	<a href="mailto:pravin.tripathi@gmail.com">pravin.tripathi@gmail.com</a>

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part 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.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

**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's officials whose contact details are provided below:*

Details of contact person(s):

(1)  
Name: \_\_\_\_\_  
Deptt: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (Landline/ Mobile) \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

(2)  
Name: \_\_\_\_\_  
Deptt: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (Landline/ Mobile) \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

**List of Consortium Banks \* (wef 22.03.2016)**

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