OPEN TENDER ENQUIRY (No. 202501051): FRAMEWORK AGREEMENT FOR SUPPLY OF GALVANISED STEEL SUPPORT STRUCTURE.

CONDITIONS OF CONTRACT (CoC):

Sl No.	BHEL REQUIREMENTS
1.1	**Material Specification, Size and Quantity:** Supply shall be made strictly as per technical specifications mentioned in the tender enquiry. Offer submitted by bidder should be complete in all respect. BHEL may consider some deviation on exceptional basis only. Any deviation if taken, same shall be indicated clearly in prescribed format of the "deviation sheet" available in the tender documents. **Deviations mentioned anywhere else in the bid shall not be considered.**
1.2	**Technical Specifications** of G.I. Structure items shall be as per **Annexure-I** (BHEL Product Standard) and BHEL Corporate Standard- AA10119, AA10108. **Sample** Quality Assurance Plan (QAP) and **sample** structure drawings included with the tender documents is for reference. However, the drawings and QAP are only indicative for bidders to have a feel of type of work involved and quality requirements. Separate QAP and drawing shall be provided against individual purchase orders. BHEL may **ask for specific make of raw material (SAIL, TATA steel, RINL etc.)** against a purchase order as per end customer requirement (ref. sl.no.4 of annexure-I & NTPC project list in annexure-II).
1.3	**Vendor approval:** ***PO placement shall only be done to the customer approved vendors (for each project separately)*** which is essential part of the contract. For the purpose of customer approval, BHEL may ask for credentials in requisite format along with supporting documents from bidders whose techno commercial bids have been accepted. It is the responsibility of the bidder to extend all cooperation in vendor registration including but not limited to submission of required credential documents & works/factory visit by BHEL/End customer.
1.4	**Pre-Dispatch Inspection:** Pre-dispatch Inspection shall be carried out by BHEL/BHEL authorized TPIA(Third Party Inspection Agency)/BHEL customer. **Supplier shall intimate (raise inspection call on BHEL CQIR Portal https://cqir.bhel.in/) BHEL about material readiness well in advance (at least 07 days before) for enabling BHEL to conduct pre-dispatch inspection. Material shall be dispatched only after written dispatch clearance from BHEL.** However, material shall be accepted after final inspection by BHEL at BHEL Rudrapur/BHEL site and availability of all relevant documents like GST Invoice, Material Test Certificate, Packing list, warranty certificate etc.
1.5	**Identification & Marking:** BOM/ Drg/ Var No/ project name shall be marked with indelible ink/ punched on the individual items and to be ensured by supplier for easy identification of items.
1.6	**Guarantee/ Warranty:** Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 24 months from the date of supply or 18 months from the date of commissioning whichever is earlier. A warranty/guarantee certificate shall be send along with each lot (consignment) of goods. If the material/ goods 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 of rejected goods & disposal of rejections, at the risk & cost of the Seller. The rejected material shall be sent back only after receipt of replacement. In case of rejection of material after receipt at BHEL/site, seller is required to take back the rejected material at their cost within 45 days from the date of rejection memo / note. If seller fails to take back the rejected material from BHEL/site within 90 days from the date of rejection memo / note. BHEL reserves the right to dispose of the rejected material at the risk & cost of the seller and no further claim for the rejected material will be entertained.
1.7	**Weight Variation Clause:** Actual Weight variation **maximum up to ±5%** shall be allowed as per IS:1852. Weight criteria is just for payment purpose; however supplier has to ensure the PO completeness i.e. each item is physically delivered at destination in

Supplier must submit duly filled, signed and stamped (digital/manual) CoC along with all the annexures with the techno-commercial bid through EPS portal https://eprocurebhel.co.in/. Supplier must clearly reply all queries; vague/incomplete details may lead to offer rejection.

CONDITIONS OF CONTRACT (CoC):

	number as per PO. (ref. Sl.no.15 of annexure-I for detailed weight variation clause)
2.1	**Bid currency:** Bid currency shall be INR. Hence, all rates shall be quoted in INR.
2.2	**Payment Term:** i) **Micro & Small Enterprises (MSEs)** - 100% payment through EFT within 45 days after the receipt, subject to acceptance of material. ii) **Medium Enterprises**- 100% payment through EFT within 60 days after the receipt, subject to acceptance of material. iii) **Non-MSME** - 100% payment through EFT within 90 days after the receipt, subject to acceptance of material. Vendor shall submit documents in support of their MSE claim along with the bid. Any deviation in the above payment term will attract loading at the rate of "**[Base rate i.e. Prime Lending Rate of State Bank of India (as applicable on the date of techno-commercial bid opening) + 6%]** for the period of relaxation sought by bidders. Respective bank charges to respective accounts. MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit www.rxil.in No overdue interest shall be payable by BHEL. **Payment through Bank/Usance LC is not preferred. In case of any such option being insisted by supplier, offer shall be liable for rejection.**
2.3	**Bill submission & Invoicing:** Supplier should ensure timely submission of invoice and all relevant documents for processing the payment. Any undue delay on account of bill submission/ incomplete documents shall be to suppliers account. Two sets of following document shall be sent with the material for delivery at Rudrapur. 1) GST Invoice (Physically original or digitally signed copy) 2) Packing list 3) GR Original (with site receipt confirmation where material is being sent to project site). 4) Copy of waybill 5) Guarantee/ warranty certificate (Original) 6) Test certificate 7) Copy of Dispatch Clearance by BHEL 8) Weighbridge slip in support of claimed weight In case of delivery of material directly at site, the supplier shall immediately (same day) submit above documents to BHEL through mail. Hard copy shall be subsequently submitted to BHEL for payment. Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. **Type under MSE** | **SC/ST Owned** | **Women Owned** | **Others (excluding SC/ST & Women Owned)** **Micro** | | | **Small** | | | Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.
2.4	**Price Variation Clause (PVC):**

CONDITIONS OF CONTRACT (CoC):

A- PVC for Fabricated Structure

The price of contract will be variable , PVC shall be applicable on basic rate (excluding freight & insurance) as per IEEMA Price Variation Clause for Transmission Line Towers (Vide circular no. IEEMA/PVC /TLT/2022) effective from 01.11.2022 with both heavy and light angles. **Formula & applicable base prices are as below:**

$$P = P_0 * [(09 + 35 * \frac{SBLR}{SBLR_o} + 27 * \frac{SBIR}{SBIR_o} + 13 * \frac{Zn}{Zn_o} + 16 * \frac{W}{W_o})/100]$$

The applicable prices shall be as below:

P_0 = Basic Rate quoted/finalized (in Rs.) considering IEEMA base price/index of April 2025.
P = Basic rate (billing) after including price variation (in Rs.)
$SBLR_0$ = Rs. 44,385/- PMT (for April'2025)
$SBIR_0$ = Rs. 48,129/- PMT (for April'2025)
Zn_0 = Rs. 2,93,400/- PMT (for April'2025)
W_0 = Rs. 142.80/- (for february'25)

For operating PVC following dates shall be applicable:

SBLR, SBIR, Zn- As applicable on the 1st working day of the month, 02 months prior to the date of dispatch.
W - As applicable on the 1st working day of the month, 04 months prior to the date of dispatch.

The prices of SBLR, SBIR, Zn & W shall be taken from IEEMA's official website www.ieemail.com.

In case of delay in delivery due to reasons not attributable to BHEL, the PVC shall be restricted to the purchase order delivery date or the actual dispatch date whichever is advantageous to BHEL.
In case PO delivery date is extended by BHEL, the PVC shall be applicable for the extended delivery date.

B- PVC on Freight charges-

Freight charges shall be quoted considering Diesel price Rs.87.67/ Liter (IOCL Diesel rate at Delhi on 23.06.2025). For billing purpose price of freight shall be governed by PVC formula as per following: -

Y* {1+0.5x(Z-87.67)/87.67}

Y= Freight received/finalized for ZONE during Frame work agreement.
Z=IOCL Diesel rates at Delhi on the date of invoice.

2.5 **Liquidated Damages (LD):**

1. In case of delay in execution of contract/purchase order beyond the delivery period stipulated in the said contract/purchase order, a penalty of 0.5% on the value of delayed portion of supply (inclusive of basic rate, taxes, duties, freight & insurance as applicable) per week of delay shall be levied on Supplier.

   Maximum limit of Liquidated damages shall be **10% of total purchase order value (inclusive of basic rate, taxes, duties, freight & insurance as applicable)**. In case of quoting any deviation from the above LD clause, **the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of** total purchase order value (inclusive of basic rate, taxes, duties, freight & insurance as applicable). **GST shall also be charged on LD amount as per applicable rate and tax invoice shall be issued by BHEL.**

   Note:
   i) In case of any amendment or revision in contract/Purchase order, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, as applicable.

CONDITIONS OF CONTRACT (CoC):

ii) If, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not later than six months from the end of the financial year in which the payment is withheld.

Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.

Liquidated Damages = 0.5 % X Delay in Nos. of Weeks X Quantity *(Basic Rate + P&F + Freight + Other charges, if any + Taxes & Duties) + Applicable GST

Non acceptance of above clauses shall be considered as deviation to this tender and shall be loaded at the rate of 10% for each case for comparing standing.

2.6 Acceptance to GST terms and conditions as per Annexure-GST.
Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Rudrapur due to fault / non-compliance by the vendor will be to the vendor's account. All vendors are required to provide PAN details, GSTIN Number.

2.7 **Transit Insurance:**
Supplier must insure the material for risks during transportation at their cost and is not payable by BHEL.

2.8 **BID SECURITY/ Earnest Money Deposit (EMD):--**
The bidder has to submit Bid security /Earnest Money deposit (EMD) along with their bid.
Value of Bid security/EMD- 06 Lakhs
(MSE/Start-Up bidders are Exempted for EMD submission.)

Offer without EMD submission other than MSEs or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)) bidders will be rejected without any information.

Modes of deposit: -

a) The EMD is accepted only in the following forms:
(i) Electronic Fund Transfer credited in BHEL account (before tender opening).
(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer) .
(iii) Fixed Deposit Receipt (FDR).
(iv) Bank Guarantee from any of the Scheduled Banks.
(v) Insurance Surety Bonds.

b) In case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

Bank Account Details for Security deposit/EMD Deposition

Name of the Beneficiary -: Bharat Heavy Electricals Limited

Bank Particulars

i).	Bank Name -:	STATE BANK OF INDIA
ii).	Bank Telephone No.(with STD code)-:	'05944 - 247678 / 247646/ 243843

Supplier must submit duly filled, signed and stamped (digital/manual) CoC along with all the annexures with the techno-commercial bid through EPS portal https://eprocurebhel.co.in/. Supplier must clearly reply all queries; vague/incomplete details may lead to offer rejection.

iii).	Branch Address-:	INDIRA CHORAHA, RUDRAPUR, U.S Nagar PIN-263153
iv).	Bank Fax No. (with STD code) -:	05944 - 243454
v).	9 Digit MICR Code of the Bank Branch -:	263002001
vi).	Bank Account Number -:	10672521208
vii).	Bank Account Type -:	CASH CREDIT
viii).	11 Digit IFSC Code of Beneficiary Branch-:	SBIN0000708

Note-: The scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer etc. as defined in mode of deposit shall be uploaded in the E-Procurement Portal (along with offer) and original hard copy (except EFT) of the same must be sent to BHEL CFP Rudrapur before the bid submission end date.

Forfeiture of EMD

i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security (if any) within the specified period mentioned in the Tender.
(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

RETURN OF BID SECURITY/EMD:-

(i) Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
(ii) Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).

(iii)EMD shall not carry any interest.

2.9	**OFFER RECEIVED IN SINGLE-PART BID OR MENTIONING PRICE IN TECHNO-COMMERCIAL BIDS SHALL BE LIABLE FOR REJECTION.**
2.10	Payment shall be released on the basis of Actual weight basis (billed by supplier or received at Project Site/CFP RUDRAPUR, whichever is lower), within the tolerance limit of PO Weight. Supplier claimed weight to be supported by proper weighbridge slip.
3.1	**QUOTATION VALIDITY:** The quotation should be valid for a minimum period of 120 days effective from the date of opening of tender.
3.2	**Delivery Period for Supply:** Quantity indicated in NIT is envisaged for **two-year** requirement. BHEL shall place several purchase orders (PO) for smaller quantities under the Framework Agreement finalized against this NIT. Delivery time shall be within **10 weeks** from the date of placing Purchase order or **within 02 weeks from dispatch clearance** by BHEL provided vendor raises inspection call to BHEL well within delivery time for timely inspection (within 10 weeks from PO). **Vendor shall get all technical clarifications/drawing revisions from BHEL within first two (02) weeks from PO date.** Delay arising out of any query raised after 02 weeks' time shall be to the vendors account.

Supplier must submit duly filled, signed and stamped (digital/manual) CoC along with all the annexures with the techno-commercial bid through EPS portal https://eprocurebhel.co.in/. Supplier must clearly reply all queries; vague/incomplete details may lead to offer rejection.

CONDITIONS OF CONTRACT (CoC):

	In case of urgency of structure items based on our end customer requirement/site urgency, BHEL may ask for early delivery. Delivery in case of rejection: In case the material is rejected, then date of replacement will be considered as the actual date of delivery.
3.3	**Loading for deviation in Delivery Period:** In case of quoted delivery period being longer than the delivery period **10 weeks from the date of PO** as specified in tender and also being accepted by BHEL, a loading of 0.5% per week of total order value shall be done for which relaxation sought. **However, Offers quoting delivery period longer than 12-14 weeks from the date of Purchase order shall be liable for rejection.**
3.4	**Delivery Terms:** Delivery term shall be FOR destination basis (as per annexure-II). However, bidders shall **quote Basic rate (exclusive of GST) and Freight & insurance charges separately**. Basic rate/kg is to be filled in the price bid and Freight & Insurance charges is to be filled in the commercial tax sheet available in the tender documents. Applicable GST rate shall also be indicated separately in the commercial tax sheet. Rates shall be quoted on **"ZONE" basis i.e, Zone-1, Zone-2, Zone-3 (sl. No. 1,2 ,3,4&5 of the price bid).** Zone wise project details is attached as per **annexure –II. The overall quantity break-up is only indicative.** There may be addition or deletion of projects and related quantity based on actual requirement limited to quantity indicated against each zone/destination. Bidders are advised to go through the destination details carefully and submit the bid. **BHEL reserves the right to place vehicle at vendor works for dispatch of material. In such case, vendor shall bill the material on ex-works basis only.**
3.5	**Minimum Order Quantity (MOQ):** Based on project/site requirement BHEL may place purchase order for smaller quantity (upto 5000 kg as per PO sans any quantity variation) which shall be accepted by the vendor and material delivered to site on time. In such cases, BHEL shall pay upfront freight charges for 5000kg as per applicable rates in that zone. (Applicable freight charges shall be rates quoted by the vendor in that particular zone +/- PVC impact). For PO quantity more than 5000 kg, normal freight charges on per unit basis for the particular zone shall be applicable.
3.6	Offers shall be evaluated on **overall total cost to BHEL Rudrapur** basis for each Zone (as per annexure-II).
3.7	**Order Splitting:** BHEL intends to split the item-wise order quantity among two (02) bidders i.e, L-1 bidder and the other bidder as per following table, provided the other bidder accepts the final rate offered by L-1 bidder and accepted by BHEL.

Total No. of bidders accepting L-1 rates (including original L-1 bidder)	Work Distribution (%)	
	L-1	L-2
1	100	
2	70	30

L-1 rate for each zone shall be counter-offered to techno-commercially qualified bidders according to their ranking in comparison statement i.e. L-2, L-3 etc. respectively. In case of non-acceptance of counter-offer by any bidder, counter–offer shall be extended to next bidder in ranking.
In case of "N" techno-commercially qualified responses, distribution shall be limited to "N-1" out of total "N" qualified responses.

Supplier must submit duly filled, signed and stamped (digital/manual) CoC along with all the annexures with the techno-commercial bid through EPS portal https://eprocurebhel.co.in/.
Supplier must clearly reply all queries; vague/incomplete details may lead to offer rejection.

CONDITIONS OF CONTRACT (CoC):

	The distribution shall be done separately for ZONE-1(NTPC), Zone 1 (Non-NTPC), ZONE-2 (Non-NTPC Only), ZONE-3(NTPC) & Zone -3 (Non-NTPC) i.e. total 5 Zones.
3.8	**Framework Agreement (FA):** After finalization of this tender, BHEL shall enter into Framework Agreement with successful bidders. **Framework Agreement shall be valid** for the quantity mentioned in NIT and **for Two-year period. BHEL** may extend the Frame-work Agreement Period / Quantity by further maximum 03 months & totaling to 02 year and 03 months for the entire Frame-work agreement with mutual consent. **However, finalization & signing of Framework Agreement does not entitle any bidder to any firm order.** Any claim by the bidder on account of capacity blocking, funds etc. due to entering into the FA shall not be entertained. FA sets out terms and conditions under which specific purchases can be made during the term of the agreement and shall include agreement on prices which are determined after following the tendering procedure. BHEL shall place **purchase order**(s) in line with Framework Agreement and as per BHEL's requirement. BHEL reserves the right to terminate the framework agreement after giving a notice period of 15 days to the supplier without assigning any reason thereof. No claim on account of termination of contract shall be admissible.
3.9	**Reverse Auction(RA):** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com & as attached with the tender documents- Guidelines for Reverse Auction – 2024 Doc. No. AA:SSP:RA:00 Dated: 05.12.2024 for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
4.1	Unsolicited revision of price shall NOT be considered after tender submission. **In case of supplier insisting for submission of unsolicited revision of price after tender submission at any stage, offer shall be liable for rejection.**
4.2	BHEL may negotiate with L-1 bidder or re-float the tender in case received L-1 rate is not found reasonable or acceptable to BHEL inter-alia other reasons.
4.3	**Risk Purchase Clause:** If the supplier fails to deliver the **whole or any part of the goods or services** within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or "the best and the nearest available substitute" from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection. **Risk & Cost Amount payable by Supplier or recoveries in-lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with BHEL against the same or any other contract or may be adjusted against dues payable to supplier by BHEL against other purchase orders/contracts/work orders etc. by any unit/region etc. of BHEL.** **Risk and Cost against Balance Work:** **Risk & Cost Amount= [(A-B) + (A x H/100)]** Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). ***(Balance scope of work/ supply)**

CONDITIONS OF CONTRACT (CoC):

	Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. **In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection.**
4.4	**Tender Opening:** First, pre-qualification and techno-commercial bids of all offers received on or before due date & time shall be opened on due date & time. After this, BHEL shall go for reverse auction with techno-commercially qualified bidders only as per extant guidelines.
4.5	**Corrigendum/Addendum:** Any corrigendum/addendum related to this tender shall be updated on BHEL eProcurement portal https://eprocurebhel.co.in and BHEL website www.bhel.com. Bidders are requested to regularly visit the BHEL website to keep themselves abreast with updates.
4.6	Any documents required due to BHEL/Govt. guidelines like Income tax clearance, registration documents of company, copy of PAN Card of company, Authorization letter etc. must be furnished by Bidder.
4.7	**Cancellation of PO/Contract:** In the event of non-performance of the contract by the supplier, BHEL reserves the right to cancel the purchase order with issue of a written notice through e-mail/postal etc. BHEL would provide a curing period of not more than 30 days for the supplier to rectify the situation. If situation is not rectified within notice period after issue of notice, BHEL shall be free to execute Risk purchase in addition to invoking of CEBG (if applicable) and other legal remedies.
5.1	**Mode of Communication:** Contract formation, the communication of proposals, the acceptance of proposals, the revocation of proposals and acceptance, termination of contract as the case may be, shall be in electronic form either through BHEL's E-Procurement portal or e-mail communication. All queries/clarifications related to the tender, frame work agreement, purchase order, drawings etc. shall be exchanged through email. BHEL shall also send purchase orders (PO), drawings, QAP etc. through email. Date of email shall be considered as date of communication. Such contract, notice shall not be deemed unenforceable or un-delivered solely on the ground that electronic form or means was used for that purpose and no communication was received from BHEL in paper form through postal route or any other means. Primary mode of communication between BHEL and bidders/contractors shall be through e-mail. No bidder/contractor shall insist for the mode of communication to be through postal route like speed post or courier.
5.2	**Applicability of Integrity Pact (IP) & Independent External Monitor(IEM):** IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. This tender shall be monitored by an IEM. Please refer Section-8 of the Integrity Pact(IP) for Role and Responsibilities of Independent External Monitor (IEMs). In case of any complaint arising out of the tendering processes, the matter may be referred to the IEM mentioned below. 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. No routine correspondence shall be addressed to the IEM(Phone/email/post) 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. **Details of IEM of this tender is as below:**

Supplier must submit duly filled, signed and stamped (digital/manual) CoC along with all the annexures with the techno-commercial bid through EPS portal https://eprocurebhel.co.in/. Supplier must clearly reply all queries; vague/incomplete details may lead to offer rejection.

	Name: Shri Bishwamitra Pandey, IARS (Retd.) **Email: iem2@bhel.in** **Name: Shri Mukesh Mittal, IRS (Retd.)** **Email: iem3@bhel.in**
5.3	**Offer Submission:** Offer must be submitted in **two-part bids** i.e. pre-qualification bid and techno-commercial bid(Part-I) & Price bid(part-2) through **BHEL EPS Portal https://eprocurebhel.co.in/ .** **Offer received through any other mode like postal, courier etc. shall not be entertained. Supplier may visit BHEL EPS Portal to get further details. After due date/time, no offer can be submitted on EPS portal.**
5.4	Supplier must not indicate price anywhere other than price bid in EPS portal. Supplier must not attach any attachment/file with price bid(Part-2). No cognizance of any attachment/file in price bid shall be taken. Bids mentioning basic rate anywhere else other than price bid are liable to be rejected.
5.5	**Supplier Registration:** New Suppliers who are not registered with BHEL CFP Rudrapur unit shall submit Supplier registration Form through online portal **https://supplier.bhel.in/** to get registered with BHEL Rudrapur before Price bid opening/Reverse Auction. **There are separate forms for indigenous and foreign suppliers.**
5.6	**Declaration regarding suspected Cartel Formation:** 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.
5.7	**Conflict of Interest among Bidders/ Agents:** The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations: i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly; ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating; iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate. iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which

	he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV. The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**
5.8	Action shall be taken as per extant BHEL **"Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016"** against Supplier who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Please note that there are implications of your firm being suspended from BHEL and you may like to access the " Guidelines for Suspension of Business Dealings with Suppliers/Contractors" which is uploaded on BHEL website https://www.bhel.com/supplier-registration"
5.9	"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."
5.10	**Conditions for rejection of offers:** Following is the list of situations which would lead to rejection of offer/offers. This list is not exhaustive but only indicative. BHEL reserve the right to reject one or all offers without assigning any reason thereof. The decision of BHEL will be final in this regard. a. If the offer fails to meet the pre-qualification/technical requirements/specifications of the tendered items. b. If the offer does not meet the commercial terms & conditions, such as but not limited to delivery period specified in the tender, Delivery terms, payment terms, Liquidated damages, Risk Purchase, conciliation clause etc., including the loading factors specified in the tender. c. If the bidder fails to respond to clarification sought, within a reasonable period. In case of doubts / lack of clarity on the technical and commercial offer of the bidder, BHEL will seek clarifications. Bidders are required to respond completely to such BHEL's queries within 3 working days unless otherwise agreed to in writing by BHEL for period beyond 3 days. If supplier fails to respond within 3 working days or maximum 2 working days on a reminder thereon, the offer of such bidders will be automatically dis-qualified in the tender without further recourse to informing the bidder. d. If any of the conditions listed above are applicable to the bidder, the offer is liable to be rejected:
5.11	**Conciliation Clause:** The Parties i.e. BHEL and Supplier agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Supplier must submit duly filled, signed and stamped (digital/manual) CoC along with all the annexures with the techno-commercial bid through EPS portal https://eprocurebhel.co.in/. Supplier must clearly reply all queries; vague/incomplete details may lead to offer rejection.

	Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure K** to this NIT. The **Annexure K** together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the NIT.
6.1	**Benefits to MSE Suppliers as per MSME Act 2006 and Public Procurement Policy 2012:** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Relevant documentary evidence i.e. Udym Registration in this regard shall be uploaded along with the bid in respect of the offered product. If L-1 is not an MSE and other L-2, L-3 etc. bidders which are also MSE Seller (s) has/have quoted price within **L-1+ 15%** of margin of purchase preference /price band defined in relevant policy, such Sellers (L-2, L-3 etc.) shall be given opportunity to match L-1 price and contract will be awarded for 25% of total QUANTITY. Please refer OM No.F.1/4/2021-PPD dated 18.05.2023 or compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 Bidder must submit latest UDYAM certificate along with offer.
6.2	**Arbitration:** a) In case amicable settlement is not reached between the Parties, in respect of any dispute or difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) or the respective rights and liabilities of the parties or in relation to interpretation of any provision of the Contract or in any manner touching upon the Contract, then, either party may, by a notice in writing to the other Party refer such dispute or difference or controversy of claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the BHEL Unit/Division/Region. b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute. c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications of re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be at Component Fabrication Plant, Rudrapur, Distt. Udham Singh Nagar, Uttarakhand. The courts of Rudrapur, Udhamsingh Nagar, Uttarakhand shall have exclusive jurisdiction. d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of Public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs,

Supplier must submit duly filled, signed and stamped (digital/manual) CoC along with all the annexures with the techno-commercial bid through EPS portal https://eprocurebhel.co.in/. Supplier must clearly reply all queries; vague/incomplete details may lead to offer rejection.

CONDITIONS OF CONTRACT (CoC):

	Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.
6.3	**FORCE MAJEURE CLAUSE:** Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), in case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date). In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to: a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods, explosions, infestations, epidemic, or pandemic etc.). b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc. c) Rebellion, revolution, insurrection, civil war etc. d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials. e) Riots, commotions, strike unless restricted to the employees of supplier. f) Acts of terrorism. g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts. h) Cancellation of contract by customer. i) Change in law/ government regulation making the performance impossible. 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 ensure that its Subcontractors shall, always 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. Either party shall be entitled to suspend/cancel performance of his obligations under the contract without any cost to the other party, to the extent that such performance is impeded or made unreasonably onerous by any of the above mentioned circumstances beyond the control of either party which inter alia include cancellation, suspension of order by end customer due to Force Majeure conditions.
6.4	**NON-DISCLOSURE AGREEMENT:** All Drawing and Technical Documents relating to the product or its manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

Supplier must submit duly filled, signed and stamped (digital/manual) CoC along with all the annexures with the techno-commercial bid through EPS portal https://eprocurebhel.co.in/. Supplier must clearly reply all queries; vague/incomplete details may lead to offer rejection.

OPEN TENDER ENQUIRY (No. 202501051): FRAMEWORK AGREEMENT FOR SUPPLY OF GALVANISED STEEL SUPPORT STRUCTURE.

CONDITIONS OF CONTRACT (CoC):

6.5	**PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA),** Order 2017 vide No. P-45021/2/2017-B.E.-II dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 and OM No.F.1/4/2021-PPD dated 18.05.2023, issued by DPIIT, Ministry of Commerce and Industry 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 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. Subject to the provisions of above-mentioned order and to any specific instructions issued by the nodal ministry or in pursuance of this order, purchase preference shall be given to Class-I local supplier. **The bidders shall submit certificate as per prescribed format to establish the local content.**
6.6	**REGITRATION ON GeM:** BIDDERS are advised to get themselves registered on GeM (Government e-market place) and furnish GeM seller ID to BHEL for future reference.
6.7	For any other clarifications etc., Supplier may contact BHEL at following Address: Bharat Heavy Electricals Ltd Component Fabrication Plant Materials Management Department Kiccha By-Pass Road, Rudrapur – 263153 (Uttarakhand) Manish Pant /Manish Dayal Dy.GM-MM / AGM & HoD-MM mpant@bhel.in / manishdayal@bhel.in (05944) 257 288 / 257 224 9410395210 / 7060070610 Supplier must indicate Tender/NIT reference on all communications.

Supplier must submit duly filled, signed and stamped (digital/manual) CoC along with all the annexures with the techno-commercial bid through EPS portal https://eprocurebhel.co.in/. Supplier must clearly reply all queries; vague/incomplete details may lead to offer rejection.