

## BHARAT HEAVY ELECTRICAL LIMITED, BHOPAL

### Enquiry E9343028 for supply of Tungsten Carbide HVOF coating powder

#### LIST OF ENCLOSURES

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 <b>ENQUIRY</b> TWO PART BID BPC 0007 E-TENDER	<b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल- ४६२०२२ (भारत)</b> <b>सामग्री प्रबंधन विभाग</b> <b>BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL-462022 (INDIA)</b> <b>MATERIALS MANAGEMENT DIVISION</b>			<b>ENQUIRY NO</b> E9343028 <b>ENQUIRY DATE</b> 27/09/24 <b>ENQUIRY DUE DATE</b> 25/10/24
	<b>TIN NO- 23573000001</b>	<b>ECC NO- AAACB4146PXM009</b>	<b>MPCT NO- HEL/05/01/0001/S15/11/79</b>	<b>PHONE NO : 91-755-2500100</b>
		<b>FAX : 91-755-2500023</b>		<b>www.bhel.com</b>

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
	0	1	0	NA	1	2	1	832747023
	GUARANTEE CERTIFICATE		Y	SUPPLY CONDITION TC/GC SHALL BE SENT ALONGWITH THE MATERI AL. SUITABLY PACKED TO AVOID TRANSIT DAMAGE.				
	TEST CERTIFICATE		Y					
	INSTRUCTION BOOKLET		N	TECHNICAL CONDITION AS PER DESCRIPTION.				
	SAMPLE		Y					
	GATE PASS		Y	INSPECTION CONDITION AT B.H.E.L. BHOPAL (QC FBM LF3).				

**NOTE: QUOTE PRICE BOTH IN FIGURES & WORDS.IN CASE OF MISMATCH PRICE IN WORDS WILL BE VALID,QUOTATIONS NOT BEARING ENQUIRY NO AND DUE DATE LIABLE TO BE REJECTED.**

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	QTY VR%	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	BL9603270016	TUNGSTEN CARBIDE POWDER FOR HVOF COATING AS PER TECHNICAL SPECIFICATION NO: FBM/WD&T/TS06 REV08.	KG	4000.000	1	1	1500.000	327	01/03/25
						2	2500.000	327	01/06/25

**REMARK** OFFER TO BE SUBMITTED IN TWO PART BID SYSTEM AS PER BP-200102B. SUPPLIER TO FILL ANNEXURE-B (COMMERCIAL) AND BP-200102B (T&C) AND SUBMIT THE SAME ALONG WITH OFFER DULLY SIGNED AND STAMPED. VENDOR ALSO TO PROVIDE/ CONFIRM TECHNICAL SPECIFICATION NO: FBM/WD&T/TS06 REV.08 WITH DETAILED PRODUCT DATA SHEET ALONG WITH OFFER. BHEL RESERVES THE RIGHT TO CALL FREE SAMPLE (ONLY ONE TIME) AS PER SPECIFICATION OF APPROX. 10 KGS FOR SHOP TRIAL AND FURTHER TECHNICAL EVALUATION AT BHEL BHOPAL. VENDOR TO SUBMIT SAMPLES WITHIN 15 DAYS OF BHEL INTIMATION BY E-MAIL. DELIVERY TERMS: SUPPLY 1ST LOT WITHIN 180 DAYS & 2ND LOT WITHIN 240 DAYS FROM PO DATE. VALID AUTHORIZATION LETTER FROM OEM. REVERSE AUCTION (RA) SHALL BE CONDUCTED WITH QUALIFIED BIDDERS. REST DOCUMENT TO BE PROVIDED ALONG WITH OFFER AS PER THE ATTCHED ANNEXURE. OFFER IS TO BE SUBMITTED IN NIC PORTAL ONLY ([HTTPS://EPROCUREBHEL.CO.IN/NICGEP/APP](https://eprocurebhel.co.in/nicgpep/app)).

**DRAWING** N **PURCH SPEC** Y **CATALOUGE** N **Quality Surveillance Plan** N **TWO PART BID** Y

**NOTE:**BHEL,BHOPAL'S Standard Terms & Conditions BP200102 (Latest Revision) form a part of this Enquiry. Bidders may obtain from us copies of these terms and conditions if not already available.

**Note:** During Bid Evaluation, No loading of price with regard to preferential payment of within 45 days will be made on vendore falling under MSMED ACT - OCT 06

Please submit your lowest quotation in sealed envelop essentially superscribed with ENQUIRY NO, DUE DATE AND PARTY'S NAME so as to reach at TENDER ROOM, GROUND FLOOR, ADM BUILDING, BHEL, PIPLANI BHOPAL-462022 by 11.00 am of due date.

- 1.This is only a request for Quotation & not an order.
- 2.Small Scale industries should indicate SSI Regn. No. in Quotation/invoice.
- 3.In case you are not making an offer against this Enquiry, we request you to post a regret letter.
- 4.Indian vendors to please indicate GSTIN on their quotation.

**SPECIAL REMARK:** Bid to be submitted through e-procurement. Refer eproc link on BHEL Bhopal B2B site.

Documents Enclosed  
 1.Drawing. 3.Purchase specification.  
 2.Catalogue. 4.Quality Surveillance Plan.

**NAME :** SHRI ABHINAV TRIPATHI

**DESG :** MANAGER

0755-2503432

abhinavtripathi@bhel.in

**SIGN & SEAL**

 <b>ENQUIRY</b> TWO PART BID BPC 0007 E-TENDER	<b>भारत हेवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल- ४६२०२२ (भारत)</b> <b>सामग्री प्रबंधन विभाग</b> <b>BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL-462022 (INDIA)</b> <b>MATERIALS MANAGEMENT DIVISION</b>			ENQUIRY NO E9343028 ENQUIRY DATE 27/09/24 ENQUIRY DUE DATE 25/10/24
	TIN NO- 23573000001 PHONE NO : 91-755-2500100	ECC NO- AAACB4146PXM009 FAX : 91-755-2500023	MPCT NO- HEL/05/01/0001/S15/11/79 www.bhel.com	

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
OFFICE COPY		1	0	NA	1	2	1	832747023
	GUARANTEE CERTIFICATE		Y	SUPPLY CONDITION TC/GC SHALL BE SENT ALONGWITH THE MATERI AL. SUITABLY PACKED TO AVOID TRANSIT DAMAGE.				
	TEST CERTIFICATE		Y					
	INSTRUCTION BOOKLET		N	TECHNICAL CONDITION AS PER DESCRIPTION.				
	SAMPLE		Y					
	GATE PASS		Y	INSPECTION CONDITION AT B.H.E.L. BHOPAL (QC FBM LF3).				

**NOTE: QUOTE PRICE BOTH IN FIGURES & WORDS. IN CASE OF MISMATCH PRICE IN WORDS WILL BE VALID, QUOTATIONS NOT BEARING ENQUIRY NO AND DUE DATE LIABLE TO BE REJECTED.**

SL NO	MATERIAL CODE	DESC	UNIT	ITEM QTY	QTY VR%	LOT NO	LOT QTY	DEST	DELIVERY DATE
1	BL9603270016	TUNGSTEN CARBIDE POWDER FOR HVOF COATING AS PER TECHNICAL SPECIFICATION NO: FBM/WD&T/TS06 REV08.	KG	4000.000	1	1	1500.000	327	01/03/25
						2	2500.000	327	01/06/25

**REMARK** OFFER TO BE SUBMITTED IN TWO PART BID SYSTEM AS PER BP-200102B. SUPPLIER TO FILL ANNEXURE-B (COMMERCIAL) AND BP-200102B (T&C) AND SUBMIT THE SAME ALONG WITH OFFER DULLY SIGNED AND STAMPED. VENDOR ALSO TO PROVIDE/ CONFIRM TECHNICAL SPECIFICATION NO: FBM/WD&T/TS06 REV.08 WITH DETAILED PRODUCT DATA SHEET ALONG WITH OFFER. BHEL RESERVES THE RIGHT TO CALL FREE SAMPLE (ONLY ONE TIME) AS PER SPECIFICATION OF APPROX. 10 KGS FOR SHOP TRIAL AND FURTHER TECHNICAL EVALUATION AT BHEL BHOPAL. VENDOR TO SUBMIT SAMPLES WITHIN 15 DAYS OF BHEL INTIMATION BY E-MAIL. DELIVERY TERMS: SUPPLY 1ST LOT WITHIN 180 DAYS & 2ND LOT WITHIN 240 DAYS FROM PO DATE. VALID AUTHORIZATION LETTER FROM OEM. REVERSE AUCTION (RA) SHALL BE CONDUCTED WITH QUALIFIED BIDDERS. REST DOCUMENT TO BE PROVIDED ALONG WITH OFFER AS PER THE ATTCHED ANNEXURE. OFFER IS TO BE SUBMITTED IN NIC PORTAL ONLY ([HTTPS://EPROCUREBHEL.CO.IN/NICGEP/APP](https://eprocurebhel.co.in/nicgep/app)).

DRAWING		N	PURCH SPEC		Y	CATALOUGE		N	PLAN		N	TWO PART BID			Y
SUPP CD.	SUPP NAME					MSME	STATUS.	PMD	Cust Appr	S.NO	INDENT NO	ITEM NO	CATEGORY	ENQUIRY QTY.	
										1	832747023	1	815000	4000.000	

NOTE: BHEL, BHOPAL'S Standard Terms & Conditions BP200102 (Latest Revision) form a part of this Enquiry. Bidders may obtain from us copies of these terms and conditions if not already available.										
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<b>SPECIAL REMARKS:</b> Bid to be submitted through e-procurement. Refer eproc link on BHEL Bhopal B2B site.	<b>NAME :</b> SHRI ABHINAV TRIPATHI <b>DESG :</b> MANAGER 0755-2503432 abhinavtripathi@bhel.in <b>SIGN &amp; SEAL</b>
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Techno-Commercial Bid (To be filled by supplier and submit with offer)				
Tender No.		E9343028		
Description :		TUNGSTEN CARBIDE POWDER FOR HVOF COATING, AS PER SPEC. NO-FBM/WD&T/TS06 REV 08 QUANTITY - 4000KGs		
Remarks :		1. OFFER TO BE SUBMITTED IN TWO PART BID I.E. 'TECHNICAL BID' & 'PRICE BID'. 2. REFER GCC & 'ANNEXURE-B' FOR COMMERCIAL TERMS AND TECHNICAL TERMS. 3.PLEASE FURNISH DULY FILLED AND ENDORSED COPY OF BHEL GTC (BP200102B), ANNEXURE-B, ANNEXURE-D, PEBC ANNEXURE ALONG WITH OFFER. 4.PLEASE ACCEPT OUR TECHNO COMMERCIAL OFFER IN TOTO. ANY DEVIATION FROM OUR COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE. 5.PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 AND ITS LATEST REVISIONS/AMENDMENTS TO BE FOLLOWED. 6.VENDOR TO PROVIDE/ CONFIRM TECHNICAL SPECIFICATION NO: FBM/WD&T/TS06 REV.08 WITH DETAILED PRODUCT DATA SHEET ALONG WITH ENQUIRY. 7.BHEL RESERVES THE RIGHT TO CALL FREE SAMPLE (ONLY ONE TIME) AS PER SPECIFICATION OF APPROX. 10 KGS FOR SHOP TRIAL AND FURTHER TECHNICAL EVALUATION AT BHEL BHOPAL. VENDOR TO SUBMIT SAMPLES WITHIN 15 DAYS OF BHEL INTIMATION BY E-MAIL 8.DELIVERY TERMS: SUPPLY 1ST LOT WITHIN 180 DAYS & 2ND LOT WITHIN 240 DAYS FROM PO DATE. 9. EARLY DELIVERY IS ACCEPTABLE AFTER INTIMATION BY BHEL. 10.QUANTITY TOLERANCE +/- 1% 11. ALL DOCUMENTS SHALL BE IN ENGLISH LANGUAGE. 12.VALID AUTHORIZATION LETTER IS REQUIRED FROM OEM.		
Sr. No.	ELEMENTS	Standards	To be offered/confirmed by supplier	Remarks, if any
1	Quotation Reference & date	As per supplier		
2	HSN / SAC code	As per supplier		
	GST TYPE & ITS PERCENTAGE APPLICBALE item wise mentioned in the offer (IGST/CGST+SGST/UGST)	As per supplier		
3	Quotation Currency	In INR		
4	E-Mail	As per supplier		
5	Phone/Mobile	As per supplier		
6	Contact Person	As per supplier		
7	Order to be placed on	As per supplier		
8	Address	As per supplier		
9	Minimum delivery period to be quoted in no of weeks from the date of receipt of Purchase Order. If any document approval is required then the delivery period shall start from the date of document approval however vendor shall submit all documents with in 7 days of issue of PO. And subsequent submission shall be within 5 days in case any revision required.	As per supplier		
10	Prices shall be firm till delivery	Yes		
11	<b>INSPECTION:</b> At BHEL by BHEL QC. Please confirm.	Yes		
12	<b>Delivery Destination:</b> - The material is required to be <b>supplied</b> to FOR BHEL Bhopal.	Yes		
13	Price to be furnished on <b>FOR destination BHEL Bhopal</b> , duly insured basis inclusive of P&F charges. OR AS PER ANNEXURE B FOR FOREIGN VENDORS	Yes/NA		
14	Quoted for all the items of tender enquiry	Yes / No. (If "No" please mention item number of regreted items)		
15	Technical Specifications	Accepted as per enquiry / Accepted with deviation (If select Accepted with deviation, please mention the deviation)		
16	TC , GC and ALL Inspection report as per tender enquiry and specification will be submitted along with each consignment.	Yes (In case of "No" your offer may be rejected).		
17	Brand Name, If any.	As per supplier		
18	Supply from	As per supplier		
19	Quotation Validity will be 90 days from the date of techno-commercial bid opening.	Yes		
20	Are you registered under MSMED ACT 2006 as small or micro.	Yes / No (If select Yes, please enclosed valid MSE/UAM/UDYAM certificate)		

<div>Techno-Commercial Bid</div> <div>(To be filled by supplier and submit with offer)</div>				
Tender No.		E9343028		
Description :		TUNGSTEN CARBIDE POWDER FOR HVOF COATING, AS PER SPEC. NO-FBM/WD&T/TS06 REV 08 QUANTITY - 4000KGs		
Remarks :		1. OFFER TO BE SUBMITTED IN TWO PART BID I.E. 'TECHNICAL BID' & 'PRICE BID'. 2. REFER GCC & 'ANNEXURE-B' FOR COMMERCIAL TERMS AND TECHNICAL TERMS. 3.PLEASE FURNISH DULY FILLED AND ENDORSED COPY OF BHEL GTC (BP200102B), ANNEXURE-B, ANNEXURE-D, PEBC ANNEXURE ALONG WITH OFFER. 4.PLEASE ACCEPT OUR TECHNO COMMERCIAL OFFER IN TOTO. ANY DEVIATION FROM OUR COMMERCIAL CONDITION SHALL BE SUITABLY LOADED IN THE OFFERED PRICE. 5.PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 AND ITS LATEST REVISIONS/AMENDMENTS TO BE FOLLOWED. 6.VENDOR TO PROVIDE/ CONFIRM TECHNICAL SPECIFICATION NO: FBM/WD&T/TS06 REV.08 WITH DETAILED PRODUCT DATA SHEET ALONG WITH ENQUIRY. 7.BHEL RESERVES THE RIGHT TO CALL FREE SAMPLE (ONLY ONE TIME) AS PER SPECIFICATION OF APPROX. 10 KGS FOR SHOP TRIAL AND FURTHER TECHNICAL EVALUATION AT BHEL BHOPAL. VENDOR TO SUBMIT SAMPLES WITHIN 15 DAYS OF BHEL INTIMATION BY E-MAIL 8.DELIVERY TERMS: SUPPLY 1ST LOT WITHIN 180 DAYS & 2ND LOT WITHIN 240 DAYS FROM PO DATE. 9. EARLY DELIVERY IS ACCEPTABLE AFTER INTIMATION BY BHEL. 10.QUANTITY TOLERANCE +/- 1% 11. ALL DOCUMENTS SHALL BE IN ENGLISH LANGUAGE. 12.VALID AUTHORIZATION LETTER IS REQUIRED FROM OEM.		
Sr. No.	ELEMENTS	Standards	To be offered/confirmed by supplier	Remarks, if any
21	Payment terms: 100% payment within 90 days of receipt (45 days for MSE / NSIC registered suppliers under as per relevant act in force) subject to acceptance of material at BHEL, on direct presentation of the documents. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation. AND AS PER ANNEXURE B FOR FOREIGN VENDORS	90 days / 45 Days (If supplier is MSE, please select 45 days) or AS PER ANNEXURE B FOR FOREIGN VENDORS		
22	Other Charges (If any)	Applicable / Not Applicable. (If applicable please mention percentage (%) / Value (along with type of charges).		
23	Transit Insurance will be in supplier scope	Yes		
24	Penalty: - LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value (Please refer clause 9 of GCC - BP-200102).	Yes / No (In case of "No", your offer will be loaded suitably)		
25	General terms and conditions of enquiry (Form No. BP-200102) is Acceptable.	Yes (In case of "No" your offer may be rejected).		
26	Special Terms and conditions of enquiry (Annexure B) is acceptable.	Yes (In case of "No" your offer may be rejected).		
27	Confirm whether bidder is Manufacturer or Trader or Dealer of items under enquiry. In case of Trader or Dealer, please furnish authorization certificate from OEM.	As per supplier		
28	Submitted duly seal & signed on all pages – BHEL GTC (BP200102B)	Yes (In case of "No" your offer may be rejected).		
29	Copy of PAN and GSTIN are submitted as per (Applicable for Un-registered suppliers of BHEL, Bhopal)	Yes / Not applicable		



582701/2021/HEP-MTX35100

Technical Specification for HVOF Coating Powder WC10Co4Cr						
Technical Specification No: FBM/WD&T/TS06 Rev 08						
S. No	Description	Requirement	Vendor	Offered	Deviation (if any)	Remarks
1	Purpose	WC10Co4Cr HVOF Coating powder to be used with Sulzer Metco system with Woka Star 600/610 (Liquid Fuel Gun) for coating on Hydro Turbine components				
2	General:					
2.1	Make and Brand	Vendor Must quote the following brands only				
	Sr. No	Make	Brand			
	i		WC 760			
	ii	Praxair Surface Technologies USA	Nano Tuff 5000			
	iii		1350VM			
	iv		Sume 9013			
	v		SXH70			
	vi	Oerlikon Metco Germany- formerly Sulzer Metco	WOKA 3652 FC			
	vii		WOKA 3652			
	viii	Fujimi Incorporated Japan	DTS-IHI-45/15			
	ix		Amperit 558.074			
	x	HC starck Germany	Amperit 558.186			

*[Handwritten signature]*



582701/2021/HEP-MTX35100

S. No	Description	Requirement	Vendor	Offered	Deviation (if any)	Remarks
2.2	Country of Origin	Vendor to Specify country of origin	Original Powder Manufacturer to specify			
3	Properties					
3.1	Chemical Composition Nominal Range in percentage by weight	WC-10Co-4Cr Cobalt: 8.5 % - 11.5 % Chromium: 3 % - 5% Carbon: 4.8% - 6% Total All Others: 0.5 % (max) Tungsten: Balance	Vendor to confirm & provide details from (Detailed Technical catalogue/data sheet from with mention of properties to be submitted with offer.)			
3.2	Manufacturing	Agglomerated and Sintered				
3.3	Shape	Spheroidal				
3.4	Particle size:	- 45 to + 15 microns				
3.5	WC Particle Size	≤ 0.8 microns				
3.6	Apparent Density	> 4.5 g/cc				
3.7	Flowability	Free flow type	Original Powder Manufacturer to confirm			
3.8	Physical Properties of powder	Vendor may provide parameters for Wokastar 600 Gun of M/s Oerlikon Metco Make system (formerly known as Sulzer Metco) to achieve below properties.				
3.8.1	Hardness (0.3 Kg Load)	1250-1500 Hv 0.3	Vendor to confirm and provide details. (Data sheet from with mention of properties to be submitted with offer.)			
3.8.2	Porosity	< 1%				
3.8.3	Bond Strength:	10000 Psi or more (ASTM C 633)				
3.8.4	Roughness:	< 6 Ra				
3.8.5	Deposition Efficiency	> 45%				



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S. No	Description	Requirement	Vendor	Offered	Deviation (if any)	Remarks
3.8.6	Service temperature	Vendor to Specify	Original Powder Manufacturer to Specify			
3.8.7	Wear Rate	Vendor to Specify	Original Powder Manufacturer to provide data on wear rate			
3.9	The above powder should be compatible with liquid fuel based and Gas fuel based HVOF system		Original Powder Manufacturer to confirm			
4.1	Essential Conditions for technical evaluation of bids	Free Sample (approximately 10 Kg) of quoted Make and Brand to be submitted as per time period mentioned in PQR (Pre Qualifying Requirements). However, samples of : I) Oerlikon Metco, Germany make- Brand: 3652 FC, II) HC Starck, Germany make- Brand: Amperit 558.186 III) Praxair, USA Make-Brand: 1350VM have already been tested at BHEL Bhopal and need not to be submitted. Interested Vendors to send free samples on DDP, BHEL Bhopal basis INCOTERM 2020	Vendor to confirm			





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582701/2021/HEP-MTX35100

S. No	Description	Requirement	Vendor	Offered	Deviation (if any)	Remarks
4.2	Sample testing at BHEL for technical evaluation of bids	Submitted free samples (As per S.No 4 of this spec) shall be tested as per S.No 4.3.1 to S.No 4.3.4 of this specification	Vendor to agree			
4.3.1	Coating Properties of powder	Properties (As per S. No 4.3.2 to 4.3.4 of this specification) to be achieved at 500 micron-coating thickness. (Vendor may suggest the recommended parameters for BHEL equipment, however, BHEL will coat the powders at parameters suitable to the BHEL equipment and it will be at sole discretion of BHEL to disclose the parameters or not. BHEL Equipment details is mentioned at S.No 1).	Original Powder Manufacture to confirm			
4.3.2	Physical properties of powder	As per 3.8.1 to 3.8.5	Vendor to confirm			
4.3.3	Wear Rate:	$\leq 4 \text{ mm}^3$ (ASTM G 65 B)	Vendor to confirm			
4.3.4	Silt Erosion	All the coated samples will be tested for silt erosion test as per BHEL standard test method for comparison.	Vendor to agree			
4.4	Testing of Samples:	BHEL will coat the samples and testing will be done at BHEL Lab. The test results of BHEL will be final.	Vendor to agree			
5	Authorisation	Correspondence & Documentation				





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582701/2021/HEP-MTX35100

S. No	Description	Requirement	Vendor	Offered	Deviation (if any)	Remarks
5.1	In case, an authorized vendor quotes for the tender, then it has to provide authorized dealer certificate valid for 1 year (from date of enquiry), and the original powder manufacturer to take guarantee of the product quoted, otherwise the offer will be rejected.		Vendor to confirm & provide details			
5.2	All Technical correspondence shall be done with their principal supplier (original powder manufacturer). Contact details of Original powder manufacturer to be provided with the offer.		Original Powder Manufacturer to confirm			
5.3	All the test Certificates /Technical catalogues/Data Sheet that to be submitted alongwith offer and prior to dispatch of material shall be from Original Powder manufacturer		Original Powder Manufacturer to confirm			
5.4	All correspondence and documents including Test certificates/Data Sheets shall be in english language.		Vendor to confirm			
5.5	If any document provided by vendor is in language other than english, it must be supported with valid english translation.		Vendor to confirm			
6	Liability	All liability shall be of principal in the event of default by the authorized agent/dealer.	Original Powder Manufacturer to confirm			
7	Conditions for acceptance of material at BHEL Bhopal	Review (By BHEL) of test certificates (for each batch/Lot of powder) for properties mentioned at S.No 3.1, 3.4 & 3.6 of this specification	Vendor to agree and provide details prior to dispatch of material			
Note: Original Powder Manufacturer may provide response in lieu of vendor wherever required as per this technical specification however vice-versa is not allowed						





BP 200102B

# HEAVY ELECTRICALS PLANT, BHOPAL

## GENERAL TERMS AND CONDITIONS OF ENQUIRY

Sl.No.	Description
1	<b>General:</b>
1.1	<p>These General terms &amp; conditions (GTC) shall apply to all enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., Bhopal (hereinafter referred to as BHEL or the Purchaser) or its Projects / Customers. Special / supplementary enquiry conditions, if any, will override the conditions in this annexure. 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.</p> <p>In case of any inconsistency, conflicts or contradiction among any of the contract documents, the interpretations will be based on the following order of precedence:</p> <ol style="list-style-type: none"> <li>Amendments to Purchase Order/ Framework Agreement</li> <li>Purchase Order/ Framework Agreement</li> <li>Letter of intent (LOI)/ Letter of Award (LOA)</li> <li>Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions</li> <li>Corrigenda to NIT, with those of later date having precedence over those of earlier date</li> <li>Original NIT and annexures except documents listed in point no (vii) to (ix) below</li> <li>Technical specifications including their annexures</li> <li>Special Terms and condition of Enquiry (STC)</li> <li>General Terms of Enquiry (GTC)</li> </ol>
2	<b>General Instructions - Common for Indigenous &amp; Foreign enquiries</b>
2.1	<p><b>Through eProcurement</b></p> <ol style="list-style-type: none"> <li>Interested bidders / suppliers shall submit their offer through e-procurement mode at <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a></li> <li>Offers in any other mode will not be accepted.</li> <li>Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal <a href="https://eprocurebhel.co.in/">https://eprocurebhel.co.in/</a>.</li> <li>In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-4493395 email: support- eproc@nic.in. These details are also available on Contact Us page of the portal.</li> <li>Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates etc uploaded by him, owning responsibility for their correctness / authenticity.</li> <li>Disclaimer clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.</li> </ol>
2.2	<b>Through tender room (Conventional tender)</b>
2.2.1	<p>Sealed bids are invited for scope of Supply / Services as detailed in the enquiry.</p> <p>Bid should be free from correction, overwriting, using of corrective fluid etc. Any interlineation, cutting, overwriting shall be valid only if they are attested under full signature(s) of persons signing the bid else shall be liable for rejection.</p> <p>All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening.</p> <p>The bid should be submitted in English or Hindi language. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. Rate should be quoted in the units asked for in the enquiry.</p>
2.2.2	<p>Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover.</p> <p>In case of Two Part Bid, technical bid containing technical offer, this GTC duly filled-in &amp; signed; and <b>un-priced copy</b> of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to in charge, Tender Room, Bharat Heavy Electricals Ltd. 2<sup>nd</sup> Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date.</p> <p>Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.</p>
2.2.3	<p>Offer received after 11.00 AM IST of the due date will be termed as "Late" and shall not be considered. However, late offer received against single tender enquiry may be considered.</p>
2.2.4	<p>Bidder can also submit offer through email id mmtender.bpl@bhel.in or if called for in the enquiry, at the designated /authorized email address indicated in the enquiry. Such email offers shall be sent only on designated email-id to reach before 11.00 am IST on the tender due date. BHEL will not be responsible for incomplete offers and the ones delivered late through e-mail. Bidder shall have no claim on e-mail offers sent to any other e-mail ID. In case of e-mail offers, the</p>





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	mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.
2.3	<b>Through tender room or EProcurement</b>
2.3.1	Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
2.3.2	Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
2.3.3	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
2.3.4	Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.
2.3.5	Bid in single part or techno-commercial bid in <b>two-part</b> system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially accepted bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the accepted bidders.
2.3.6	<p>Whenever specified /called in special /additional /tender specific remakes of tender the Bid Security/ Earnest Money Deposit (EMD)] is to be submitted by bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).</p> <p><u>Modes of deposit</u></p> <p>a) The EMD may be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).</p> <p>(iii) Fixed Deposit Receipt (FDR).</p> <p>(iv) Bank Guarantee from any of the Scheduled Banks.</p> <p>(v) Insurance Surety Bonds.</p> <p>b) In case the EMD is more than Rupees Two lakh and 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.</p> <p><u>Forfeiture of EMD</u></p> <p>(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 within the specified period mentioned in the Tender.</p> <p>(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.</p> <p><u>Others Instructions</u></p> <p>(i) Bid securities of the unsuccessful bidders should 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. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>(ii) Bid security will be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).</p> <p>(iii) EMD shall not carry any interest.</p>
2.3.7	<p>1. Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.</p> <p>2. Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period of offer.</p> <p>3. In case of changes in scope and / or technical specification and / or commercial terms &amp; conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on</p>



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	their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then latest price bid shall prevail. However in both situations, original price bid will be necessarily opened.
2.3.8	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
2.3.9	Unregistered suppliers, who are techno-commercially qualified against the open tender, are requested to register with BHEL-Bhopal as permanent supplier by submitting the Supplier Registration Form (SRF) in online supplier registration portal ( <a href="https://supplier.bhel.in/">https://supplier.bhel.in/</a> ). Un-registered vendors may be approved by BHEL, if found suitable, on the basis of data furnished by them in Supplier Registration Form (SRF) for Foreign Vendors or Indigenous Vendors (as applicable)
2.3.10	BHEL expects that the bidder responds to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of bidder may lead to his deletion from BHEL's approved bidder list. Refer guidelines for suspension of Business Dealings with Suppliers/Contractors available on <a href="https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf">https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf</a>
2.3.11	In case of open tenders (i.e. those published in website) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. ( <a href="https://bhel.com/tenders">https://bhel.com/tenders</a> ) and additional in <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> for e-procurement tenders. Bidders responding to these tender should regularly visit website(s) to keep themselves updated.
2.3.12	In the course of evaluation, if more than one bidder happens to occupy L-1 status effective L-1 will be decided by soliciting discounts from the respective L-1 bidders in sealed envelope and will be open in tender room. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
2.3.13	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Purchaser 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.
2.3.14	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <b><u>besides BHEL taking appropriate punitive action as deemed fit.</u></b> Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on <a href="https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf">https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf</a>
2.4	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ). If tender specific conditions call for reverse auction, 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
2.5	BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items. BHEL reserves the right to decrease the tender quantity in case where negotiation is being held.
3	<b>Delivery Terms</b>
3.1	<b>Indigenous Purchase</b>
3.1.1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.2	<b>Foreign Purchase — Imports</b>
3.2.1	<ol style="list-style-type: none"> <li>1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.</li> <li>2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Nhava Sheva (JNPT-INNSA1) for FCL (Full Container Load) Cargo of GP &amp; HC Containers.</li> <li>3. For other cases - Other than GP &amp; HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) &amp; Break-bulk Cargo at Mumbai (MPT - INBOM1).</li> <li>4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport. In case of CIP, delivery shall be at Mumbai ACC (INBOM4).</li> <li>5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.</li> <li>6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading.</li> <li>7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance &amp; shipping line port handling charges etc. to work out landed cost at Sea Port.</li> <li>8. Please visit BHEL Bhopal website <a href="https://bpl.bhel.com">https://bpl.bhel.com</a> or refer special terms and conditions of tender enquiry for details of named Air ports and Sea ports. Name of the gateway port so chosen by the bidder shall be indicated by the Bidder in his offer.</li> </ol>



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	<p>9a In case of CIP/CFR/CIF, the shipping line should be ready to move the containers to consignee's nominated CFS (Container Freight Station) yard and Indian agent of shipping line should issue Cargo Arrival Notice (CAN) 7 days in advance.</p> <p>9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than <b>15</b> years.</p> <p>9c The invoices being issued by shipping lines must be in the name of BHEL. Otherwise, BHEL will recover loss of Input Credit on GST from the vendor.</p> <p>9d While booking the shipment, bidder to also finalize destination charges and the same should appear over BL or agreed tariff to be provided to BHEL before arrival of shipment. If cargo is stuffed in container, then the same should be allowed to be moved to CFS of importer's choice without any additional charges.</p> <p>9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges.</p> <p>10. For reasons of delay in receipt of documents from suppliers or due to the same being found to be incomplete, and or faulty, the suppliers shall be responsible to reimburse all penalties, detention and demurrages / wharfages, if any paid by BHEL (for stated reasons).</p>
3.2.2	<p>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum <b>14 days' detention free period</b> from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be <b>loaded</b> for the period short of 14 days' period.</p> <p>2. <u>Port Congestion charges or any additional charges claimed by the shipping line at Port of Discharge / Place of Delivery shall be to the Bidder's account.</u></p>
4	<b>Bidder's particulars &amp; logistics information (Bidder to give details against each of the provisions)</b>
4.1	Name of the bidder's executive to deal with this tender / project
4.2	E-mail address of the contact person
4.3	Telephone no. of the contact person
4.4	Name of location from where the goods shall be offered for inspection and dispatch
5	<b>Additional logistics information for Imports</b>
5.1	Bid currency
5.2	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L
5.3	Name of Airport in the country of dispatch for FCA delivery terms
5.4	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)
5.5	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)
5.6	Approx. distance in km. from Bidder's works to Port of Loading
6	<b>Delivery Schedule &amp; Completion date</b>
6.1	<p>i. Instead of writing specific date against delivery offered, bidder shall commit delivery period in number of days / weeks/ months to suit the delivery period indicated in the enquiry.</p> <p>ii. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</p> <p>iii. Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order.</p> <p>iv. Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.</p> <p>v. If delivery is linked to approval of documents, time for submission of such documents to be indicated and delivery period to be indicated from approval of documents. This delivery schedule will be considered for processing delivery extension, wherever applicable.</p> <p>vi. BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.</p> <p>vii. Suitable action against defaulting vendor will be taken as per Guidelines for suspension of Business Dealings with Suppliers/Contractors available on <a href="https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a></p>
6.2	<p>In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery where freight until discharge port in India is in Seller's scope like CFR/CIF/CIP delivery terms.</p> <p>For Ex-works/FCA/FOB or any other delivery term where freight is in buyer's scope, date of material readiness /Test certificate/ Warehouse receipt/Freight forwarder receipt may be considered as actual date of delivery (mutually agreed).</p>





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6.3	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.
7	<b>Transit Insurance</b>
7.1	Except where delivery terms are agreed on CIF basis for Imports & FOR destination basis for indigenous purchases, transit insurance will be covered by BHEL under its Open Marine Transit Insurance Policy. Bidder shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of bidder to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	<b>Force Majeure</b>
8.1	Notwithstanding anything contained in the contract, neither the Bidder nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Bidder; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Bidder or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Bidder along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Bidder to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	<b>Penalty for Late Delivery</b>
9.1.1	Unless covered under Force Majeure conditions aforesaid, Penalty for late delivery shall be 0.5% of the undelivered portion per week of delay or part thereof, subject to a maximum of 10% of the undelivered order value owing to delayed delivery . Total undelivered order value above shall be item wise, lot wise order value of PO .  Any deviation from above, which is based on specific requirement/LD clause, shall be specified in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC) and same shall have overriding effect on anything mentioned in instant GTC. Imposition, recovery or settlement of this penalty shall not adversely affect BHEL's right to performance, compensation and termination of the order.
9.1.2	However, in case of Capital Machine / BOP (Balance of plant) where staggered deliveries may be applicable, the penalty will be levied on total order value. Any deviation based on specific requirement shall be specified separately in the NIT/STC/ATC. In case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply (Milestone delivery terms) , the LD clause will be separately mentioned in particular tender /Special terms and condition(STC) /Additional terms and conditions(ATC)
9.1.3	In case of any amendment / revision, the penalty shall be linked to the amended / revised PO.
9.1.4	Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder ( at offered value)
9.2	In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of LD / penalty.
9.3	In case of any recovery for delayed performance, the applicable GST shall also be recoverable from bidders.
10	<b>Indian Agents and Agency commission</b>
10.1	BHEL prefers to deal directly with Foreign bidder, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
10.2	The CFR / CIF price quoted will be deemed to be inclusive of Indian Agency commission. Agency commission as disclosed by the bidder in his quoted CFR / CIF price will be paid in Indian Rupees on receipt & acceptance of Materials or it's installation at destination, as the case may be. The lower of the 'TT buying rate prevailing on the date of technical bid opening or price bid opening shall be considered for computation of Agency commission.



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10.3	In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.		
10.4	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.		
11	<b>Documentation:</b>		
11.1	<b>Indigenous Purchase</b>		
	<p>Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods. <b>Documents can also be uploaded at Incoming Material Document Management System (IMDMS) available at BHEL Bhopal B-2-B site of BHEL Bhopal internet page at <a href="https://bpl.bhel.com/mm/">https://bpl.bhel.com/mm/</a>. Online submission of Invoices /e-invoices for payment can also be done in IMDMS system.</b></p> <ol style="list-style-type: none"> <li>1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter),</li> <li>2) Consignee copy of LR &amp; 2 sets each of Packing list,</li> <li>3) Test certificate, Guarantee / Warranty certificate,</li> <li>4) O &amp; M manuals (where applicable)</li> <li>5) In case of labour / mixed basis jobs, material is issued free of cost. Necessary material reconciliation is to be done and Free Issue Material Statement (FIMS) is to be submitted with each bill.</li> <li>6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate</li> <li>7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure</li> </ol> <p>The distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases))</p>		
11.2	<b>Foreign Purchase — Imports</b>		
	<p>Seller shall send 1 set of following documents, in English, within 7 days of B/L date / 1 day of AWB date by courier to the Purchaser</p> <ol style="list-style-type: none"> <li>1. Express / Original 'Clean on board' Bill of Lading / AWB.</li> <li>2. One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.</li> <li>3. Original Certificate of Country of Origin (COO) issued by Chamber of Commerce. COO shall be as per requisite format where duty concession is available under Preferential Trade/Comprehensive Economic Partnership/Free Trade agreement. Customs tariff heading (CTH)/ Harmonized System of Nomenclature (HSN) code of material should be mentioned on invoice and COO in all such cases.</li> <li>4. One set of Original Test Certificates and O&amp;M Manual where called for.</li> <li>5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.</li> <li>6. Supplier should additionally forward 2 sets of original documents mentioned at point nos. 1 to 5 above along with Original Bill of Lading (OBL) or AWB through any international courier service/registered airmail within three (3) days of obtaining the same directly to the following:</li> </ol> <table border="1"> <tr> <td> AGM (M.S)  Regional Operations Division BHEL  14<sup>th</sup> Floor Centre-1  World Trade Centre, Cuffe Parade  Mumbai 400 005 INDIA  Email: <b>msseabpl@bhel.in</b> (In case of Sea freight)  <b>msair@bhel.in</b> (In case of Air freight) </td> <td> DGM (FIN- FP)  4<sup>th</sup> Floor, Administrative Bldg.  BHEL Bhopal - 462022 (India)  E-mail : <b>fin_fp.bpl@bhel.in</b> </td> </tr> </table> <p>And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at <b>mmfe.bpl@bhel.in</b></p> <ol style="list-style-type: none"> <li>7. In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB &amp; documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at <b>mmfe.bpl@bhel.in</b> as well as at <b>msseabpl@bhel.in</b> (for Sea shipment) or <b>msair@bhel.in</b> (for Air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.</li> </ol> <p>In case any discrepancy is raised by the Bankers / BHEL with respect to the documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p> <p>Additionally, following requirements to be taken care of by the bidder during PO execution stage:</p> <ol style="list-style-type: none"> <li>i) IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (<b>mmfe.bpl@bhel.in</b>) of BHEL Bhopal shall be clearly</li> </ol>	AGM (M.S) Regional Operations Division BHEL 14 <sup>th</sup> Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: <b>msseabpl@bhel.in</b> (In case of Sea freight) <b>msair@bhel.in</b> (In case of Air freight)	DGM (FIN- FP) 4 <sup>th</sup> Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : <b>fin_fp.bpl@bhel.in</b>
AGM (M.S) Regional Operations Division BHEL 14 <sup>th</sup> Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: <b>msseabpl@bhel.in</b> (In case of Sea freight) <b>msair@bhel.in</b> (In case of Air freight)	DGM (FIN- FP) 4 <sup>th</sup> Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : <b>fin_fp.bpl@bhel.in</b>		



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	<p>mentioned on B/L or AWB.</p> <p>ii) As per Uniform Customs Practice (UCP 600) for documentary credits (L/C), presentation period allowed is maximum 21 days after the date of shipment. However, for geographically closer ports where sea voyage time is less than 3-4 weeks, a shorter presentation period shall be agreed upon.</p> <p>iii) In case of CAD payment terms, Supplier shall send documents to BHEL's bank within 5 days of shipment. One set of original may be sent to any one of ROD, CMM-FE and MM, copy may be marked to the others.</p> <p>iv) For Air shipments through non-CONSOL (i.e., not through BHEL ROD's contract), Delivery Order (DO) should be given to BHEL without insisting for Bank Release Order (BRO). AWB to be drawn with BHEL Bhopal as consignee.</p> <p>v) It must be ensured that original shipping/commercial documents, if not provided to BHEL outside banking channel, should reach BHEL's bank at least 10 days prior to cargo arrival at port.</p> <p>vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping &amp; commercial documents. Part shipment shall be strictly avoided for Airshipments.</p>
11.3	<b>General</b>
	<ol style="list-style-type: none"> <li>For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.</li> <li>All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation</li> <li>Goods shall be properly packed to avoid transit damage. Suitable markings shall be provided to identify the goods with that of the PO No. and the consignee details.</li> <li>Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.</li> </ol>
12	<b>Pricing Terms</b>
12.1	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign bidders, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.
13	<b>Price Validity :</b>
13.1	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.
14	<b>Taxes &amp; Duties - Indigenous Purchase</b>
14.1	Bidder to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
14.2	Bidder to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 <sup>th</sup> of next calendar month in the online GST portal wherever applicable.
14.3	Bidders to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
14.4	Bidder to submit invoices compliant with GST invoice Rules
14.5	Bidders to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by bidders shall be borne by them and shall be adjusted / recovered from the bidders. BHEL reserves the right to review the existing offers / contracts for any revision in terms, which may arise due to change in any statutory provisions to ensure that the benefit accrues to BHEL.
14.6	Bidder to ensure TAX INVOICE submission along with consignment
14.7	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, bidders have to ensure timely submission of invoices and delivery of material / services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the bidder on submission or delivery of material / services the same shall be passed on to them.
14.8	Vendors who fall under the E-Invoice regulations shall issue e-invoice in line with Rule 48(4) of CGST Rules read along with latest extant rules, failing which GST amount will not be reimbursed to the vendor.
14.9	In respect of free issue material by BHEL, bidders have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non-compliance by the bidder, the additional financial implications on BHEL shall be passed on to the bidder
14.10	Bidders to provide the applicable HSN / SAC codes as called for in the enquiry
14.11	As per provisions of section 171 of the CGST Act 2017, bidders to pass on the anti-profiteering benefits accruing to them under GST regime to BHEL
14.12	With reference to section 51 of CGST act 2017 read with notification no 50/2018 – Central tax dated 13.09.2018; BHEL will be liable to deduct TDS under GST with effect from 01.10.2018. Deduction shall be made @ 2% (1% CGST + 1% SGST) or 2% IGST (as applicable) of the payment made or the amount credited. Bidder to generate & submit invoices as per above.





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	<p>The amount of TDS shall be deposited to the Government account and BHEL shall issue TDS certificate to deductees, TDS deposited in the Government account will be reflected in the electronic cash ledger of the deductee who will be able to use the same for payment of tax or any other amount.</p> <p>Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.</p>
15.	<b>Taxes &amp; Duties - Foreign Purchase — Imports</b>
15.1	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	<b>Payment Terms-</b>
16.1	<p><b>Indigenous:</b> 100% payment in 90 days of receipt (45 days for Micro &amp; Small and 60 days for Medium enterprises as registered in Udyam certificate as per relevant MSME act in force) and subject to acceptance of material and relevant documents at BHEL. In case of despatch of material to site directly, site certification for receipt of materials is required unless otherwise provided for in the PO. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.</p>
16.2	<p><b>Foreign:</b> 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90<sup>th</sup> day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on bidder's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.</p> <p>Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.</p>
16.3	Staggered Payment terms in case of Capital items /Balance of plant (BOP) item where services of installation /erecting & commissioning /supervision is desired with supply of items /goods will be separately mentioned in particular tender remarks /Special terms & condition /Additional terms and condition
16.4	<p>Foreign bidders to submit declaration of <b>Permanent Establishment and Business Connection (PEBC)</b> for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL.</p> <p>In the absence of certificates from the bidder, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the bidder.</p>
16.5	Foreign bidders to submit <b>Tax Residency Certificate (TRC) &amp; Form 10F</b> (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of bidder's country. If the informative part of the format (other than residency) is not furnished by the authorities the same may be furnished by the bidder as a declaration.
16.6	BHEL Bhopal is registered with (TReDS) platform. MSME bidders are requested to get registered with (TReDS) platform to avail the facility as per the GOI guidelines.
17	<b>Inspection of Goods</b>
17.1	The Bidder shall give adequate notice, of 1 week or as mutually agreed period, in writing to the Purchaser (in case Customer inspection is involved) or BHEL appointed TPIA about the date and place at which the goods will be ready for inspection/ testing, as provided for in the contract.
17.2	<p>Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Bidder's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Bidder from his obligations under the contract.</p> <p>Wherever required, BHEL may carry out testing at BHEL's testing Lab and in case of any rejection during such testing, replacement / rectification, as required, will have to be done by Supplier.</p> <p>If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills.</p> <p>In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.</p>
17.3	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at bidder's works before clearing the items for despatch.
17.4	All costs related to inspections and re-inspections shall be borne by the Bidder. In case of inspection by BHEL and / or BHEL's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign bidders, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Bidder shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
17.5	<p><b>REJECTION:</b></p> <p>If any goods are rejected, BHEL shall be at liberty to take action as per following:</p>



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	<p>a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter.</p> <p style="text-align: center;">Or</p> <p>c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, at instructions from BHEL, supplier has to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>d) Terminate the contract either in part or in whole at the discretion of BHEL and invoke Breach of Contract clause, if any, from the supplier.</p> <p style="text-align: center;">Or</p> <p>e) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 30 days after receipt of the intimation of rejection. If bidder fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.</p> <p style="text-align: center;">Or</p> <p>f) In exceptional cases, allow the supplier for one-time replacement of defective items (quantity) within reasonable time.</p>
18	<b>Guarantee / Warranty and corresponding Repairs / Replacement of Goods</b>
18.1	<p>Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general &amp; special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Bidder 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 Bidder at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Bidder's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods &amp; disposal of rejections, at the risk &amp; cost of the Bidder.</p> <p>In case the defects attributable to Bidder are detected during processing of the goods at purchaser's / his subcontractor's works, the Bidder shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>
19	<p>NOTE: Deviations (Commercial as well as Technical) from the tender specifications and conditions are generally not acceptable. However, deviation if any, shall be brought out clearly with proper justification in the offer. The deviation, if considered by BHEL shall be loaded for comparison, while evaluating the offer. If a bidder unconditionally withdraws any deviation before price bid opening, the same shall not be loaded. Loading criteria in respect of major commercial conditions where deviations if any are accepted shall be as per clause No.19.</p>
19.1	<b>Evaluation and Loading Criteria:</b>
19.1.1	<p>The evaluation currency for this tender shall be INR.</p> <p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'Total Cost to BHEL/Landed cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.</p> <p>Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid &amp; relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the bidder along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Bidder failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Bidder's account.</p>
19.1.2	<p>Common Loading factors (in case of deviation quoted by bidders)</p> <p><b>INDIGENOUS</b></p> <ol style="list-style-type: none"> <li>1) Deviation quoted in delivery terms in EX works against FOR destination: In case BHEL accepts the EX-Works prices, such offers will be suitably loaded with actual freight charges as per BHEL freight rate contract.</li> <li>2) Loading (if any) in case of deviation in delivery period in delivery non- sensitive contracts will be declared separately in STC/ATC of particular tenders.</li> </ol>



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	<b>IMPORTS</b> 1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening. <b>COMMON LOADING FOR IMPORTS &amp; INDIGENOUS that will be added for arriving the "Total Cost to BHEL"</b> A. Loading on Deviated Penalty clause (LD) as per clause 9.1.14 of GTC B. Loading for payment terms as per clause 16.1 of GTC
20	<b>Variation of orders</b>
20.1	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	<b>Sub-contract</b>
21.1	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	<b>Recovery / deductions of amount from supplier</b>
22.1	a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills. b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.
23	<b>Safety clause for purchase orders</b>
23.1	The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection. The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected. If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.
24	<b>Non-Disclosure Agreement</b>
24.1	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. <b><u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u></b>
	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
25	<b>Settlement of Disputes &amp; Arbitration</b>
25.1	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Bidder and the decision of the Purchaser shall be final.
25.2	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
25.3	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
25.4	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal.





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	<p>The cost of arbitration shall be borne as per award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract. Administrative Mechanism for Resolution of CPSEs Dispute as stated in <a href="https://dpe.gov.in/guidelines/guidelines/chapters/2673">https://dpe.gov.in/guidelines/guidelines/chapters/2673</a>.</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."</p>
25.5	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	<b>Applicable Laws and Jurisdiction of Courts</b>
26.1	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Bhopal in the State of Madhya Pradesh, India shall have sole jurisdiction.
27	<b>RIGHT OF REJECTION /NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	<b>Performance Bank Guarantee (PBG)/ Security Deposit (SD):</b>
28.1	<p>Wherever Security Deposit (covering contract performance) is called for in the Tender /NIT , the Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be submitted by the successful bidder awarded the contract.. Performance security is to be submitted by the date specified in the contract.</p> <p>Modes of deposit:</p> <p>a) Performance security may be furnished in the following forms:</p> <p>(i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>(ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>(iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).</p> <p>(iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>(v) Insurance Surety Bond.</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>b) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.</p> <p>a) Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p><b>Forfeiture of Performance Security:</b></p> <p>The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>PS shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>The Performance Security shall not carry any interest.</p>
28.2	Composite 'Contract Performance Bank Guarantee' of matching value/ validity, where both Security Deposit and Performance Bank Guarantee are required, shall not be construed as deviation.
28.3	Wherever the contract is for supply of Goods processed on labor basis/mixed basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the particular Enquiry/STC/ATC/Annexures.
28.4	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted



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28.5	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser
28.6	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
28.7	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
29	<p><b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) –</b></p> <p>All benefits as per Government of India guidelines shall be given to eligible bidders.</p> <p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, self-attested copies of relevant document, Udyam Registration as applicable stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>Note: MSME benefits shall not be given to traders, Dealers or authorised agents.</p> <p>It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.</p> <p>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 &amp; 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.</p>
29.1	MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
29.2	<p>In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s).</p> <p>A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s).</p> <p>In case of indivisible tender, the full quantity shall be awarded to L1.</p>
29.3	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
29.4	MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit, self-attested copies of Udyam Registration certificate, along with the offer. No benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to



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	<p>be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal.</p> <p>The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>In case if all the items being procured under the enquiry fall under category of reserved items as defined in “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” and if any of the MSE bidder(s) is techno commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified bidders shall be opened.</p>																								
30	<p><b>Integrity Pact (IP) — Independent external monitors (IEM)</b></p> <p>For tenders in which integrity pact is applicable, following points stand valid :</p>																								
20.1	<p>IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.</p> <p>The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.</p> <div><div><p>Name: -----</p><p>Address: -----</p><p>E-mail : -----</p></div><div>}</div><div>As indicated in NIT / enquiry</div></div>																								
30.2	<p>Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><b>NOTE:</b> No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.</p> <p><b>For all clarifications/ issues related to the tender, please contact:</b></p> <table><tr><td></td><td>( 1 )</td><td>( 2 )</td></tr><tr><td><b>Name</b></td><td></td><td></td></tr><tr><td><b>Landline No.</b></td><td></td><td></td></tr><tr><td><b>Mobile No.</b></td><td></td><td></td></tr><tr><td><b>Email</b></td><td></td><td></td></tr><tr><td><b>Dept.</b></td><td></td><td></td></tr><tr><td><b>Address</b></td><td></td><td></td></tr><tr><td><b>Fax</b></td><td></td><td></td></tr></table>		( 1 )	( 2 )	<b>Name</b>			<b>Landline No.</b>			<b>Mobile No.</b>			<b>Email</b>			<b>Dept.</b>			<b>Address</b>			<b>Fax</b>		
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31	<p><b>Fraud Prevention Policy :</b> The Bidder along with its associate/ collaborators/ sub-contractors/ sub-bidders/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>																								
32	<p><b>Integrity Commitment:</b> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p><b>Integrity commitment, performance of the contract and punitive action thereof :</b></p>																								
32.1	<p><b>Commitment by BHEL:</b></p> <p>BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.</p>																								
32.2	<p><b>Commitment by bidder / Supplier / Contractor :</b></p>																								





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# HEAVY ELECTRICALS PLANT, BHOPAL

## GENERAL TERMS AND CONDITIONS OF ENQUIRY

32.2.1	<ul style="list-style-type: none"> <li>- The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India.</li> <li>- The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL</li> <li>- The bidder / supplier / contractor will perform / execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.</li> </ul>
32.2.2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions.
32.2.3	<p><b>Preventive checks to eliminate suspected cartel formation between suppliers</b></p> <p>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.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines</p> <p><b>Declaration by Bidders</b></p> <p>We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____</p> <p>1.0 _____</p> <p>2.0 _____</p> <p>3.0 _____</p> <p>I _____ hereby declare on behalf of M/s _____ and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No _____.</p> <p style="text-align: right;">( _____ ) For M/s _____ Seal and Sign</p>
33	<p><b>Public Procurement (Preference to Make in India), Order 2017</b></p> <p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable</p> <p>For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-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 the 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.</p> <p><b>Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.</b></p>
34	<b>RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines</b>
34.1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
34.2	"Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.
34.3	<p>Bidder from a country which shares a land border with India" for the purpose of this order means: -</p> <ol style="list-style-type: none"> <li>An entity incorporated, established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a county; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> </ol>



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### GENERAL TERMS AND CONDITIONS OF ENQUIRY

	<p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>
34.4	<p>The beneficial owner for the purpose of (iii) above will be as under:</p> <p>1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation –</p> <p>a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>
34.5	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
34.6	<p>Model certificate for Tenders</p> <p><i>“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 this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered. [ Where applicable , evidence of valid registration by the Competent Authority shall be attached].”</i></p>
35	<p>Conflict of Interest:</p> <p>"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ subassembly/ Assemblies from. one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.</p> <p>There can be only one bid from the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal; or</p>



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## HEAVY ELECTRICALS PLANT, BHOPAL

### GENERAL TERMS AND CONDITIONS OF ENQUIRY

	<p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies.</p> <p>Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p>
36	<p><b>Breach of contract, Remedies and Termination</b></p> <p>In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
37	<p><b>Option clause:</b></p> <p>The Purchaser reserves the right to decrease the quantity to be ordered at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.</p>

**Note:**

1.0 Tender Specific conditions shall override relevant provisions of this GTC

2.0 In the event of any change as notified by Govt. of India same will supersede the relevant GTC clause.



The bidder shall produce documentary evidence for meeting the following pre-qualification criteria along with their offer.

**A-TECHNICAL CRITERIA:**

Sl. No.	Criteria and documents required to be submitted in support of claim	Vendor response/ documents submitted.																																																												
1	<p>Makes/ Brands eligible for enquiry are mentioned below. These makes/ brands are approved by SJVN Arun-3, Power Development Company (P) Ltd. Apart from below mentioned makes/ brands, other equivalent make/ brands is not acceptable.</p> <p style="text-align: center;">Table: 1</p> <table> <tr> <th>Sl. No.</th><th>Make</th><th>Brand</th></tr> <tr> <td>1</td><td rowspan="3">Praxair Surface Technologies USA</td><td>WC 760</td></tr> <tr> <td>2</td><td>Nano Tuff 5000</td></tr> <tr> <td>3</td><td>1350 VM</td></tr> <tr> <td>4</td><td rowspan="4">Oerlikon Metco Germany- formerly Sulzer Metco</td><td>Sume 9013</td></tr> <tr> <td>5</td><td>SXH 70</td></tr> <tr> <td>6</td><td>WOKA 3652 FC</td></tr> <tr> <td>7</td><td>WOKA 3652</td></tr> <tr> <td>8</td><td>Fujimi Incorporated Japan</td><td>DTS- IHI-45/15</td></tr> <tr> <td>9</td><td rowspan="2">HC Starck Germany</td><td>AMPERIT 558.074</td></tr> <tr> <td>10</td><td>AMPERIT 558.186</td></tr> </table> <p>Vendor to furnish valid authorization from OEM. Sample submission is not required for the following makes/ brands:</p> <p style="text-align: center;">Table: 2</p> <table> <tr> <th>Sl. No.</th><th>Make</th><th>Brand</th></tr> <tr> <td>1</td><td>Praxair Surface Technologies USA</td><td>1350 VM</td></tr> <tr> <td>2</td><td>Oerlikon Metco Germany- formerly Sulzer Metco</td><td>WOKA 3652 FC</td></tr> <tr> <td>3</td><td>HC Starck Germany</td><td>AMPERIT 558.186</td></tr> </table> <p>Sample submission is mandatory for following make/ brands mentioned at table no.-3:</p> <p>Free sample has to be submitted within 15 days of tender opening date. Free sample shall be approximately 10 Kgs and it shall be submitted to address as mentioned below: MANAGER, FWM BLOCK-1 EASTERN WING (1<sup>ST</sup> FLOOR), BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL-462022.</p> <p style="text-align: center;">Table: 3</p> <table> <tr> <th>Sl. No.</th><th>Make</th><th>Brand</th></tr> <tr> <td>1</td><td rowspan="2">Praxair Surface Technologies USA</td><td>WC 760</td></tr> <tr> <td>2</td><td>Nano Tuff 5000</td></tr> <tr> <td>3</td><td rowspan="3">Oerlikon Metco Germany- formerly Sulzer Metco</td><td>Sume 9013</td></tr> <tr> <td>4</td><td>SXH 70</td></tr> <tr> <td>5</td><td>WOKA 3652</td></tr> <tr> <td>6</td><td>Fujimi Incorporated Japan</td><td>DTS- IHI-45/15</td></tr> <tr> <td>7</td><td>HC Starck Germany</td><td>AMPERIT 558.074</td></tr> </table>	Sl. No.	Make	Brand	1	Praxair Surface Technologies USA	WC 760	2	Nano Tuff 5000	3	1350 VM	4	Oerlikon Metco Germany- formerly Sulzer Metco	Sume 9013	5	SXH 70	6	WOKA 3652 FC	7	WOKA 3652	8	Fujimi Incorporated Japan	DTS- IHI-45/15	9	HC Starck Germany	AMPERIT 558.074	10	AMPERIT 558.186	Sl. No.	Make	Brand	1	Praxair Surface Technologies USA	1350 VM	2	Oerlikon Metco Germany- formerly Sulzer Metco	WOKA 3652 FC	3	HC Starck Germany	AMPERIT 558.186	Sl. No.	Make	Brand	1	Praxair Surface Technologies USA	WC 760	2	Nano Tuff 5000	3	Oerlikon Metco Germany- formerly Sulzer Metco	Sume 9013	4	SXH 70	5	WOKA 3652	6	Fujimi Incorporated Japan	DTS- IHI-45/15	7	HC Starck Germany	AMPERIT 558.074	
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## **PQR- TUNGSTEN CARBIDE [HVOF COATING POWDER]**

Bharat Heavy Electrical Limited,  
Bhopal

**Tender No. ....**

### **PRE-QUALIFICATION CRITERIA (FINANCIAL) FOR SUPPLY OF TUNGSTEN CARBIDE [HVOF COATING POWDER]**

The bidder shall produce documentary evidence for meeting the following pre-qualification criteria along with their offer.

#### **FINANCIAL CRITERIA**

S.No	Criteria	Documents Required in Support	Doc Submitted
1.0.a	Indian Vendor:- Average, Annual financial turnover of bidder, during the Three financial years FY 2020-21, 2021-22 and 2022-23 shall be <b>INR 150 Lakhs</b> or more.	Bidder has to submit Audited Balance sheet, Profit & loss account statement for three financial years: 2020-21, 2021-22 and 2022-23  OR  A certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for FY 2020-21, 2021-22 and 2022-23 shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.	
1.0.b	Mandatory statutory Documents- PAN & GSTIN	a) Copy of PAN Card b) Copy of GSTIN document issued by appropriate Govt. Authority	
2.0.a	<b>Foreign Vendors :</b> In case of bidders from outside India, Average annual financial turnover of bidder, during the Three financial years shall be equivalent to <b>INR 150 Lakhs or more</b> . Bidder shall provide business information report (BIR) from third party business rating agencies e.g. Dun & Bradstreet/Credit reform/Experian etc. along with technical offer. BIR reports <u>indicating turnover as mentioned above</u> for the Financial year: 2020-21, 2021-22 and 2022-23 to be submitted along with Technical	Business Information Report (BIR) report from third party business rating agencies e.g. Dun & Bradstreet/ Credit reform / Experian etc. for three financial years : 2020-21, 2021-22 and 2022-23	



## PQR- TUNGSTEN CARBIDE [HVOF COATING POWDER]

Bharat Heavy Electrical Limited,  
Bhopal

Tender No. ....

	bid. Note - Exchange rate for conversion of equivalent INR -Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for conversion of financial data of BIRs. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.		
2.0.b	Appointment of Indian Agent- In case of availing services of an Indian agent, then bidder to provide Agency Agreement. The agency agreement should specify the precise relationship between the foreign OEM/ principal & their Indian agent and their mutual interest in business. In absence of any agency agreement, BHEL shall not deal with any Indian agent and shall deal directly with the foreign principal for all purposes.	Copy of Agency Agreements	

### Note:

1. After satisfactory fulfilment of all the above criteria/requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
2. **All documentary evidences along with this PQR (pre-qualification criteria) shall be duly signed and stamped by Authorized person.**
3. BHEL reserves the right to verify information provided by vendor. In case the information provided by vendor is found to be false/incorrect, the offer shall be rejected.
4. In case of foreign vendor, vendor shall submit Tax Residency Certificate (TRC) & Permanent Establishment and Business Connection (PEBC) as per clause no. 16 of Enquiry General terms Condition BP-200102.
5. Kindly refer guidelines regarding dealings with Indian Agents of Foreign suppliers. (ref. separate attachment)

\*\*\*\*\*



Confirmation / Acceptance of Commercial Terms & Conditions for Indigenous Vendors  
(Annexure-B to be filled, signed & stamped by Vendor and this should form a part of Techno-Commercial bid)

S. No.	BHEL TERMS & CONDITIONS	VENDORS RESPONSE
1.	<b>PRICES:</b> Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. Please confirm. Pl confirm.	
2.	<b>INSPECTION:</b> Post-Dispatch at BHEL Bhopal (QC FBM LF3). Please confirm.	
3.	<b>PRICE BASIS:</b> Price to be furnished on “FOR BHEL BHOPAL” basis including packing & forwarding, Freight charges and transit insurance.	
4.	<b>Guarantee / Warranty:</b> The warranty shall be for a period of 12 months from the date of receipt.	
5.	<b>DELIVERY PERIOD:</b> Delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order.	
6.	MSE: Are you registered as MSE vendor? Please provide Udyog Aadhaar in case of MSE vendors	Y / N
7.	<b>BHEL PAYMENT TERMS :</b> 100% payment in 90 days of receipt (45 days for MSE including NSIC / Udyog Aadhar registered suppliers as per relevant act in force), subject to acceptance of material at BHEL. Any deviation from the above payment terms, if accepted (by BHEL), shall be loaded @ SBI base rate + 6% for the purpose of bid evaluation.	
8.	<b>LD/PENALTY:</b> Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value.	
9.	<b>GST COMPLIANCE:</b>	
	HSN of material item-wise mentioned in the offer.	
	INPUT TAX credit applicable (Y/N):	
	GST TYPE & ITS percentage applicable item wise mentioned in the offer (IGST/CGST + SGST/UGST)	
10.	<b>QUANTITY VARIATION:</b> BHEL reserves the right to increase /decrease/cancel the quantity during enquiry stage or during execution of the contract without assigning any reason.	
11.	<b>VALIDITY:</b> The offer must be valid for <b>120 days</b> from the date of technical bid opening. Pl confirm.	
12.	<b>REVERSE AUCTION:</b> RA Shall be conducted. Price Bids of Techno-commercially qualified vendors shall be opened for evaluation. Date of RA will be informed to all qualified bidders.	
13.	<b>Public Procurement ( Preference to Make in India)</b>	
13.1	<b>PURCHASE PREFERENCE:</b> This has reference to Government of India Circular no. Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-450211212017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 04.06.2020 for Preference to Make in India and furtherance of the Public Procurement notified. Subject to the provisions of this Order and to any specific instructions issued by the Nodal	

	<p>Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.</p> <p>In the procurements of goods or works, which are covered by para 3(b) of Public Procurement (Preference to Make in India), Order 2017— Revision dated- 04-06-2020 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 local supplier' as well as 'Non-local supplier', as per following procedure.</p> <p>i. Among all qualified bids, the lowest bid will be termed as LI. If LI is 'Class-I local supplier', the contract will be awarded to LI.</p> <p>ii. If LI is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the LI 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 LI price.</p> <p>iii. In case such lowest eligible 'Class-I local supplier' fails to match the LI price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the LI 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 LI price, the contract may be awarded to the LI bidder.</p> <p>"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.</p> <p><b>iv. The margin of purchase preference shall be 20%.</b></p>	
13.2	<p>The preference shall be provided to domestic manufacturer. <b>A self-certification as per Annexure-D</b>, complying the condition below may please be submitted on company letter head duly signed by competent authority alongwith Techno commercial offer.</p> <p>False declaration will be breach of the code of Integrity under Rule 175 (iii)(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 general Financial Rules along with such other action as may be permissible under law.</p>	

**In addition to above General Terms & Conditions (GTC) are also attached . Bidder has to confirm their acceptance/non acceptance specifically otherwise if nothing is written about it, it will be presumed that you have agreed with all condition mentioned**

**NOTE:**

- a) DEVIATION IN ANY COMMERCIAL CONDITION ABOVE SHALL BE SUITABLY LOADED IN THE OFFERED PRICE AS PER BHEL NORMS.
- b) KINDLY REFER BHEL GENERAL TERMS & CONDITIONS **BP 200102** THAT SHALL PREVAIL FOR THIS TENDER ENQUIRY.
- c) IN CASE OF ANY CONFLICT, CONFIRMATION BY VENDOR PROVIDED HERE IN ANNEXURE-B SHALL SUPERCEDE.

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**Confirmation / Acceptance of Commercial Terms & Conditions for Foreign Vendors***(Annexure-B to be filled, signed & stamped by Vendor and this should form a part of Techno-Commercial bid)*

S. No	BHEL TERMS & CONDITIONS	VENDOR RESPONSE
1.	<b>PRICES:</b> Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. Please confirm.	
2.	<b>INSPECTION:</b> Post-Dispatch at BHEL Bhopal (QC FBM LF3). Please confirm.	
3.	<b>AGENCY COMMISSION:</b> Agency commission if any to be included in price basis and indicated separately as a percentage of quoted value. Please confirm.	
4.	<b>PLACE OF DELIVERY:</b> Indicate the name of <b>Seaport/Airport on CFR / CIF basis</b> delivery. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc to work out landed cost at Sea Port. For further clarification refer GTC <b>BP 200102</b> .	
5.	<b>DELIVERY PERIOD:</b> Delivery period to be quoted in no. of weeks/months from the date of receipt of Purchase Order. Please clearly specify.	
6.	<b>BHEL PAYMENT TERMS:</b> 100% against Irrevocable, Unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date 'OR' Payment terms of CAD payable on 90th day of B/L / AWB. Please Confirm. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State Bank of India Base Rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.	
7.	<b>LC Charges:</b> a. L/C charges in India to BHEL A/C and outside India to vendor's account. Please confirm. b. Confirmation charges shall be in supplier's account in case confirmed L/C is required. Please confirm. c. In case of delay in supply by the vendor, charges for extension of L/C (Inside & Outside) will have to be borne by vendor. Please confirm.	
8.	<b>Guarantee / Warranty:</b> The warranty shall be for a period of 12 months from the date of receipt.	
9.	<b>LD/PENALTY:</b> Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value.	
10.	<b>QUANTITY VARIATION:</b> BHEL reserves the right to increase /decrease/cancel the quantity during enquiry stage or during execution of the contract without assigning any reason.	
11.	<b>EXCHANGE RATE:</b> For evaluation, exchange rate (TT selling rate of SBI) as on scheduled Part-I date of tender opening. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for evaluation purpose.	
12.	<b>VALIDITY:</b> The offer must be valid for <b>120 days</b> from the date of technical bid opening. Pl confirm.	
13.	<b>REVERSE AUCTION</b> RA Shall be conducted. Price Bids of Techno-commercially qualified vendors shall be opened for evaluation. Date of RA will be informed to all qualified bidders.	
14.	<b>CURRENCY:</b> Indicate the name of currency of the quoted prices. Please clearly specify.	
15.	PEBC Certificate submitted as per Annexure I OR Annexure II whichever is applicable.	
16.	<b>PURCHASE PREFERENCE:</b> This has reference to Government of India Circular no. Order No.P-45021/2/2017-B.E.-II dated	



	<p>15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-450211212017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 04.06.2020 for Preference to Make in India and furtherance of the Public Procurement notified.</p> <p>Subject to the provisions of this 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' in procurements undertaken by procuring entities in the manner specified here under.</p> <p>In the procurements of goods or works, which are covered by para 3(b) of Public Procurement (Preference to Make in India), Order 2017— Revision dated- 04-06-2020 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 local supplier' as well as 'Non-local supplier', as per following procedure.</p> <p>i. Among all qualified bids, the lowest bid will be termed as LI. If LI is 'Class-I local supplier', the contract will be awarded to LI.</p> <p>ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the LI 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 LI price.</p> <p>iii. In case such lowest eligible 'Class-I local supplier' fails to match the LI price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the LI 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 LI price, the contract may be awarded to the LI bidder.</p> <p>"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.</p> <p><b><i>iv. The margin of purchase preference shall be 20%.</i></b></p>	
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**NOTE:**

- a) DEVIATION IN ANY COMMERCIAL CONDITION ABOVE SHALL BE SUITABLY LOADED IN THE OFFERED PRICE AS PER BHEL NORMS.
- b) KINDLY REFER BHEL GENERAL TERMS & CONDITIONS **BP 200102** THAT SHALL PREVAIL FOR THIS TENDER ENQUIRY.
- c) IN CASE OF ANY CONFLICT, CONFIRMATION BY VENDOR PROVIDED HERE IN ANNEXURE-B SHALL SUPERCEDE.

**(Signature & Seal of vendor)**

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**  
**MATERIAL MANAGEMENT – THERMAL DIVISION**

**ANNEXURE-D**

*For this Procurement, Government of India Public Procurement (Preference to Make in India), Order 2017 revised on 04/06/2020 with its amendments and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.*

*As per the Provisions of this order, please submit **a self-certification complying with the conditions below on company letterhead duly signed by competent authority.***

**Format:**

I ....., hereby declare on behalf of M/s. .... that we are participating in the Enquiry No. .... floated by BHEL, Bhopal (MP), India and shall comply with following:

1. Public Procurement (Preference to Make in India), Order 2017 revised on 04/06/2020 & 16/09/2020 *with its amendments* and subsequent Orders issued by the respective nodal ministries shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

2. As per the Provisions of this order, “**Class-I/Class-II Local Suppliers/Non Local Suppliers**” are eligible to bid for the tender.

- (a) A supplier will be treated as “**Class-I Local Suppliers**”, if the items quoted by bidder have local content equal to or more than 50%.
- (b) A supplier will be treated as “**Class-II Local Suppliers**”, if the items quoted by bidder have local content more than 20% but less than 50%.
- (c) A supplier will be treated as “**Non Local Suppliers**”, if the items quoted by bidder have local content less than or equal to 20%.
- (d) ‘**Local Content**’ means the amount of value added in India which shall, unless and otherwise prescribed by NODAL Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, **in percent**.

3. I hereby declare that our firm qualifies as “**Class-I/Class-II Local Suppliers/Non local Supplier**” (Tick as applicable).

a. **The Local Content in the items quoted under this Enquiry is ..... Percent**

b. Details of location(s) in India where this value addition shall be done, is/are as follows: (Mention Factory location)

- (a) .....
- (b) .....
- (c) .....

4. That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (i.e.)/BHEL/Government Authorities for the purpose of assessing the local content, action shall be taken against me/my firm in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

(.....)

For M/s. ....

(Seal & Sign)

## Company Letter head

Date: {insert date}

To,  
Bharat Heavy Electricals Limited  
Piplani  
Bhopal-462023  
Madhya Pradesh  
India

I/We hereby certify (for the period from\* \_\_\_\_\_ to \_\_\_\_\_) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company does not have and is not likely to have a permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and \_\_\_\_\_ ("the tax treaty" for short).
4. In this regard, it is further confirmed that:
  - the Company does not have or is not likely to have a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty
  - the Company does not have or is not likely to have any dependent agent in India as stipulated in Article 5 of the tax treaty
5. The company does not have any business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which business is carried on in India.

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For& On behalf of

{Insert name of the company}

Authorized Signatory with Seal

\*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.



## Company Letter head

Date: {insert date}

To,  
Bharat Heavy Electricals Limited  
Piplani  
Bhopal-462023  
Madhya Pradesh  
India

I/We hereby certify (for the period from \*\_\_\_\_\_ to \_\_\_\_\_) that,

1. {Name of company} (Vendor Code with BHEL) is a company incorporated on {insert date}{insert date} under the {Law of the Country}
2. It is a tax resident as per the Tax Laws of {country}.
3. The Company has its permanent establishment in India as defined in Article 5 of the Agreement for Avoidance of Double Taxation between India and \_\_\_\_\_("the tax treaty" for short).  
**And/or**
4. the Company has a fixed place of business in India through which its business is wholly or partly conducted as stipulated in Article 5 of the tax treaty  
**And/or**
5. the Company has agent(not of independent status) in India as stipulated in Article 5 of the tax treaty  
**And/or**
6. The company has business connection in India as per Sec 9(1) of the Indian Income Tax Act 1961 through which its business is carried on in India.

**But as far as our business dealing with your organization is concerned we are not using this permanent establishment and business connections and we are dealing directly from our office situated in \_\_\_\_\_.**

I hereby declare that the above information is correct and complete to the best of my knowledge and belief. Further I undertake to promptly inform the Company (i.e. BHEL) in writing should there be any change in the facts given above.

I/We, my/our legal heirs, executors and administrators hereby indemnify and keep indemnified the Company (i.e. BHEL) for any loss (including but not limited to tax, interest and penalty) suffered by as a result of the Company (i.e. BHEL) relying on this declaration and/or my delay/default in confirming the change, if any, in the facts mentioned above. This obligation shall be in force at all times.

This certificate is being issued to the Customer / Client / Payee to enable them to decide upon the With Holding Tax applicable on transaction with our company.

If there is any change in the above facts the same would be intimated to you.

For & On behalf of

{Insert name of the company}

Authorized Signatory with Seal

\*The period can be decided by the issuer & no fresh certificate will be asked for releasing payment within this period.

## Annexure-1

**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 \_\_\_\_\_,

HVOF COATING POWDER - TUNGSTEN CARBIDE  
\_\_\_\_\_ (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 shall 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, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.



**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity 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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.





- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a 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 or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, 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 the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs 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 Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration


- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact 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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, 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 Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

  
 For & On behalf of the Principal  
 (Office Seal)  
 Arun Kumar Haripriya / Addl. General Manager  
 MM-Thermal / B.H.E.L., BHOPAL

Place BHOPAL  
 Date 06.08.2024

Witness: ABHINAV TRIPATHI  
 (Name & Address) BHEL BHOPAL

For & On behalf of the Bidder/ Contractor  
 (Office Seal)

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_



## **Guidelines regarding dealings with Indian Agents of Foreign Suppliers**

1. All NITs shall have the following terms regarding Indian agents of foreign principals:
  - i. If the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines. The guidelines of BHEL in this regard have been drafted as per CVC circular no. 007/VGL/033 dated 04.12.2007. - which require mandatory submission of an Agency Agreement.
  - ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
  - iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
  - iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
  - v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
  - vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
  - vii. The “Guidelines for Indian Agents of Foreign Suppliers” enclosed at annexure – ‘A1’ shall apply in all such cases.
  - viii. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on ‘total cost to BHEL’. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-B1 (copy enclosed).

It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on [www.bhel.com](http://www.bhel.com).

The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

- ix. OEMs should make sure that while appointing the Indian agents that they are not representing other OEMs in the same tender. They should also ensure that banned agents / employees of banned agents are not engaged by them in any capacity. An undertaking should be furnished by OEM in this regard for each tender. If at any stage of the tender it is found that the OEM has appointed the agent who a. is banned by BHEL or ; b. is an employee of a banned agent or; is found to be representing more than one OEM in the same tender. The OEMs shall be disqualified.
- x. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- xi. If an agent submits bid on behalf of Principal/OEM, the same agent shall not submit bid on behalf of other Principal/OEM in the same tender for the same item/product in the same tender

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**Guidelines for Indian Agents of Foreign Suppliers**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 Disclosure of particulars of agents/ representatives in India, if any.**

**2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:**

- 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.

**2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:**

- 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by

the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

**2.3** In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

**2.4** Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

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This format is applicable only to Indian Suppliers/ Agents supplying indigenous portion of Foreign Purchases.

\* In all other cases, extant guidelines of SEARP, 2013 are to be followed.

SEARP (SRF) Clause No	Detail
	<b>Name &amp; address of the firm</b>
<b>1.0</b>	<b>Products/ Systems / Services being considered for</b>
<b>2.0</b>	<b>General Information</b>
2.2	Name of Chief Executive
2.3	Details of authorized signatory
<b>3.0</b>	<b>Ownership Information</b>
3.1	Type of firm
3.2	Nature of Business <ul style="list-style-type: none"> <li>• <i>Attach <b>authorization letter</b> and <b>agency agreement</b> from Principal (from whom capital equipment is procured)</i></li> <li>• <i>Attach copy of declaration from Foreign Principal for <b>total guarantee/ warranty of indigenous supplies</b></i></li> </ul>
3.3	Year of establishment
3.4	Year of commencement of business
<b>4.0</b>	<b>Registration particulars</b>
4.1	Permanent Account No.
4.2 / 4.3	Sales Tax / TIN no
4.6	Service tax no. (in case of E&C)
<b>5.0</b>	<b>Organisational strength</b>
<b>6.0</b>	<b>Other particulars</b>
6.1	If the company is already registered with other units
6.2	Directors/ Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.12	Details of pending legal issues with BHEL
6.13	Bank Account information
<b>9.0</b>	<b>Financial information</b>
9.6	Sales/ Turnover details of last 3 years (or from the date of incorporation whichever is less )

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**PROCEDURE FOR INCORPORATION OF MODEL CONCILIATION CLAUSE**  
**FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER BHEL**  
**CONCILIATION SCHEME, 2018**

1. The following Model Conciliation Clause along with its Annexure & Appendices thereto is to be incorporated in the General Conditions of Contract of the Unit/Division/Region/Business Group for vendors/supplier/sub-contractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., by all the Units/Divisions/Regions/Business Group.
2. For existing Contracts where specific clause for Conciliation is not provided, this Scheme may also be made applicable with the approval of the concerned Head of Unit/Division/Region/Business Group, subject to the agreement of the other party in terms of Para A4 or A5 of the BHEL Conciliation Scheme, 2018 as the case may be.
3. Accordingly, for existing Contracts/MoUs, the Model Conciliation Clause along with its Annexure & Appendices thereto shall be made available to the vendors/supplier/sub-contractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., for their consent. Upon consent being received, the Contract/MoU shall be amended as per Paras A4 or A5 of the BHEL Conciliation Scheme, 2018 accordingly and steps be taken for initiation of Conciliation for settlement of disputes in terms of the BHEL Conciliation Scheme, 2018.

**MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION  
PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

The Parties 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.

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----- to this GCC.

The Annexure ----- together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF  
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within



15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
  - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
  - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

<b>Sl No</b>	<b>Particulars</b>	<b>Amount</b>
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.



Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b. admissions made by the other party in the course of the Conciliator proceedings;
  - c. proposals made by the Conciliator;
  - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**Format 2 to BHEL Conciliation Scheme, 2018**

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO  
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date \_\_\_\_\_.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated\_\_\_\_\_ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

**Representative of BHEL**



**Format 3 to BHEL Conciliation Scheme, 2018**  
**FORMAT FOR GIVING CONSENT BY**  
**CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

BHEL

.....

**Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).**

Ref: Contract/MoU/Agreement/LOI/LOA No      & date \_\_\_\_

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

**(Signature with stamp)**

**Authorized Representative of Contractor**

**Name, with designation**

**Date**

**Format 5 to BHEL Conciliation Scheme, 2018**  
**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO**  
**THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

<b>Sl. No.</b>	<b>Description of claim(s)/Counter Claim</b>	<b>Amount (in INR)Or currency applicable in the contract</b>	<b>Relevant contract clause</b>

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

**Note**– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

## BHEL Bhopal, REGISTRATION WITH BHEL BHOPAL

Dear Sir/Madam,

You firm not registered with BHEL Bhopal, Hence for registration with BHEL Bhopal. You are required to visit our website [www.bhel.com](http://www.bhel.com) and select “Supplier Registration” link provided on the left hand side of the portal. Then click on “Online Supplier Registration Portal” to start with the process. This is an online process and and help file is also provided for registration procedure. Please follow the same. Once you are done with filing of online application, you are required to take out prints of the submitted online form and documents. Need to sign every page of application form and send at the following address with all associated documents.

- AGM
- SUPPLIER DEVELOPMENT CELL
- 2ND FLOOR, ADMIN BUILDING
- BHARAT HEAVY ELECTRICALS LTD.
- BHOPAL - 462022
- MADHYA PRADESH (INDIA)

BHEL has provided single window service for supplier registration with BHEL Bhopal. Our supplier development cell will take care of registration activity.

Contact no -: 0755 – 2503453 & 0755-2502750