

ANNEXURE-A

TERMS & CONDITIONS FOR OPEN TENDER FOR COMPLETE MACHINING OF FABRICATED STATOR FRAMES

PI- 221750028

1. **Price Basis for PO:** PO to be placed on Individual item L1 basis on firm rates offered for each item.
2. **Splitting of quantity:** Splitting of quantity among lowest two vendors at L1 rates shall be as follows:

PI # NO	Item name and Drg	PI QTY	Distribution Ratio	
			L1	L2
2	Complete machining of stator frame Drg no 14027140866 V00 Except 40 holes M12 x 16 Deep on Both Sides	3	2	1
	TOTAL	3	2	1

Note: If L2 not accepting splitting qty at L1 rate then full qty will placed on L1.

3. **Scrap / Swarf:** Scrap generated during machining of job to be retained by Vendor and cost of scrap along with applicable GST and other taxes (if any) shall be recovered from Vendors invoice in lieu of scrap retained by them. Latest Scrap rate applicable as of now is Rs. 32.6 / Kg (Finance e-mail copy is attached).
4. **Transportation:** Both To & Fro transportation of Fabricated Stator Frame transportation from BHEL Bhopal to Vendor’s works and finish material transportation from Vendor’s works to BHEL Bhopal is in Vendor’s scope. Material should be lifted within 5 Working Days from date of intimation. If Fabricated Stator Frame is not lifted in above mentioned time frame, then BHEL reserves the right to cancel / divert the PO to other vendors and for same any claim will not be entertained by BHEL.
5. **Packing for Delivery:** Delivery of Fully Machined Stator Frames is required to be suitably packed to avoid transport damages of all machined surfaces and duly coated with TRP coating for preventing rust formation / deposition.
6. **Delivery Schedule:** Delivery of Fully Machined Stator Frames as per relevant applicable drawings shall be as per following details from date of receipt of BHEL's Fabricated Stator Frames at vendor works:
- a. Upto issue of 2 Stator Frames at a time - Delivery will be within 30 days for both the Stator Frames.
- b. Upto issue of 3 Stator Frames at a time - Delivery will be within 30 days for first 2 Stator Frames and within 45 days for 3rd Stator Frame.
- e. In case of non-compliance to the specified delivery schedule, BHEL reserves the right to divert the quantity to meet urgent need of production schedule to other supplier and no claim / correspondence in this regard will be entertained.
- f. In case of rejection of Machined Stator Frame, it is to be ensured by vendor that Machined Stator Frame is to be taken back within maximum five working days after communication for rectification and supply back the same to BHEL Bhopal within fifteen working days from rejection. To & Fro Transportation on account of Rejection / Re-work shall be in scope of Vendor. In the event of non-lifting of rejected material by vendor, BHEL will not be responsible for any / all loss incurred to the supplier in any case.
- g. In the event of the Stator Frame becoming un-useful to BHEL on account of wrong machining or any other reason attributed to Vendor, recovery of total cost of the Stator Frame (s) will be decided by BHEL Bhopal and will be recovered from Vendor as per BHEL’s norms / guidelines for recovery.
- h. All other terms & conditions as stipulated in the Tender will be binding and has to be strictly adhered-to.

Pre-Qualification Requirements for Machining of 1TC49 Fabricated Stator Frames
(Labour basis) as per BHEL Drawings and other specifications

Ref.: AME/PQR/Frame Machining-03

Date : 19.06.2025

Sl. NO	Description of Pre-Qualification Requirements (Only manufacturers are eligible. Traders / agents etc. will not be considered)	Vendor response	
		Complied / Not Complied	Bidders to submit following documents in compliance to PQR
1	Manufacturers must have successfully supplied at least 03 Machined Stator Frames for Industrial / Power plant Motors or Generators application in the last 10 years, as calculated from Tender Opening Date (TOD). Out of these Stator Frames, at least one Frame must have :- 1. Stator Bore $\geq 2400mm$. 2. Frame Outer Dimensions $\geq 3300mm$ 3. Frame Height $\geq 2600 mm$ 4. Weight of frame $\geq 10000 kg$ It is not necessary that all the three frames should satisfy all the above conditions simultaneously. If each of the above conditions is satisfied by even one frame separately or all three frames taken together, it is acceptable.	YES / NO	a. Vendor has to furnish details of at least 3 Machined Stator Frames supplied, i.e..PO Copy and Proof of Supply (like Completion Certificate/ Invoice copy / third party inspection report etc.) to be provided. b. In case of BHEL Bhopal supply, vendor has to furnish only BHEL PO.
2	The design features, dimensions, machining tolerances (including parameters like Perpendicularity, Run-out, Surface finish etc.), QA Plan and technical requirements shall be strictly as per BHEL drawings, specifications and annexure.	YES / NO	Supplier to provide specific confirmation.
3	Vendors must accept the Technical Requirements (Annexure-T)	YES / NO	Vendors to provide their confirmation to Technical Requirement (Annexure-T) on each page with seal and signed by authorised signatory.
4	Vendor must have in house manufacturing facilities to execute the order as per BHEL drawings, QAP and technical annexure -T	YES / NO	Compliance to be provided by submitting details of manufacturing facilities available.

NOTE :- Stator Frame Machining is a critical process. Hence, NO RELAXATION in PQR shall be provided for MSE Vendors or MII Start-ups.


 (Nidhi Gupta)
 DGM / AME


 (Vaibhav Panchbhai)
 Manager / AME

ANNEXURE – T

TECHNICAL REQUIREMENTS FOR MACHINING OF FABRICATED STATOR FRAMES ON LABOUR BASIS AS PER BHEL DRAWINGS & OTHER SPECIFICATIONS

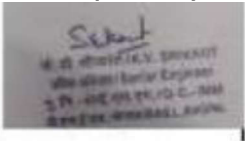
Complete Machined Stator Frames to be supplied on LABOUR basis as per BHEL drawings as mentioned in enquiry and QA plan as applicable.

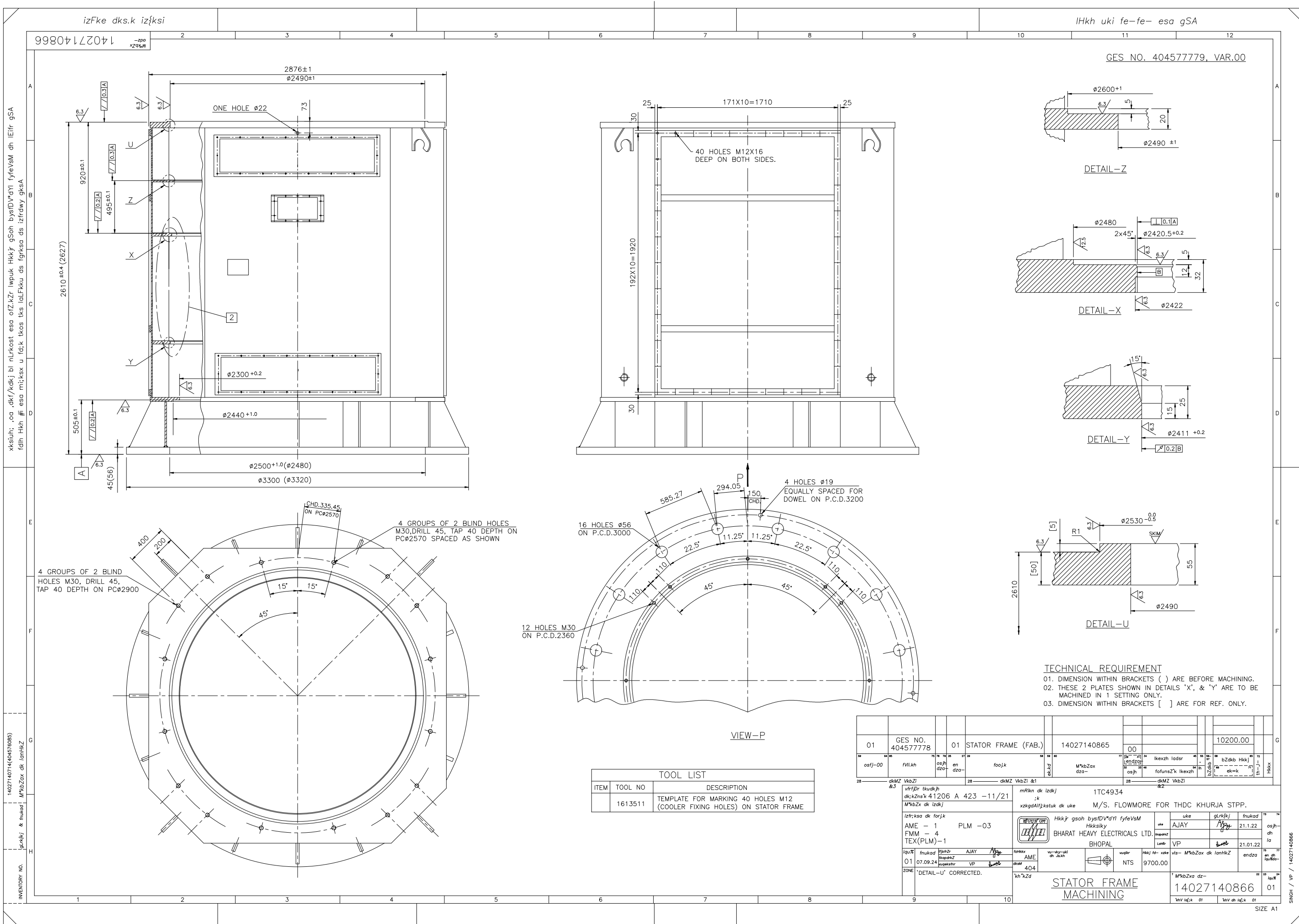
01. The raw material /sub-assemblies shall be issued as Free Issue Material (FIM) by BHEL.
02. Supplier to use only latest revision of the drawings. Before start of job, supplier should obtain the concurrence from concerned engineering division regarding the drawing version to be referred.
03. Proof-marking to be carried out by the supplier both on NDE side and DE side (or TOP side and BOTTOM side) compulsorily before final machining.
04. Following identification marks (by hard punch) to be punched as well as by white paint by supplier on every job at Non-Drive End (Top Corner).
 - (a) Supplier's Name
 - (b) PO No. & PO Date
 - (c) Drawing No./Rev./Var.
 - (d) W.O No. / M.O. No
05. Supplier to submit Guarantee / Test certificate and other required documents as per QA Plan and drawing along with material supply.
06. Tools, jigs & fixtures will not be provided by BHEL.
07. While machining, vendor has to maintain critical dimensions all geometrical and linear tolerances, viz. concentricity, parallelism, perpendicularity, run out etc. as mentioned in the drawing and technical requirements. All dimensions which are critical to quality (CTQ) must be complied by Vendor.
08. Inspection at supplier's works will be done by Third Party inspection agency (TPIA) / BHEL as per QA plan QA/MT/BOI/202, Rev.00 after Final Stator Frame machining.
09. Supplier to submit critical dimensions' data along with and prior to each supply of Machined Stator Frame.
10. BHEL reserves the right to reject any Machined Stator Frame subject to unsatisfactory Assembly / Performance of motor on account of the Machined Stator Frame.
11. TRP shall be applied on all machined surfaces.

(Seal and Sign of Authorized signatory of Supplier)

	BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL QUALITY ASSURANCE PLAN FOR 1TC STATOR FRAME MACHINING QUALITY PLAN NO. –QA/MT/BOI/202 DATE: 24.04.2025 Page: 1 of 1
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SL. NO	COMPONENT	CHARACTERISTICS	TYPE OF CHECK	QUANTAM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	INSPECTION AGENCY	REMARKS
01		Final Dimension	Dimensional check	100%	Drawing	Drawing	Inspection Report	BHEL/TPIA	Witness.
02		Run out, Parallelity, Perpendicularity, PCD Visual & Surface Finish (As per drawing)	Measurement	100%	Drawing	Drawing	Inspection Report	BHEL/TPIA	Witness

Prepared By  (KV Srikant)	Approved By  (Ashish Mohan Telgote)
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Bharat Heavy Electricals Limited, Bhopal (India)

(A Govt. of India Undertaking)

Ancillary & Subcontracting Division, HRDC Building, Ground floor, BHEL Bhopal

Part 1/Cover 1 : Techno-Commercial Bid

(To be filled by supplier and submit with offer)

BHEL BHOPAL Tender No.: E2853021

Item: COMPLETE MACHINING OF STATOR FRAME DRG NO 14027140866

V00 REV01 (EXCEPT 40 HOLES M12 X 16 DEEP ON BOTH SIDES)

NIT Remarks:

1. Loading factor for NIT:

Third party inspection charges done by BHEL: Stage and final inspection is in BHEL scope hence a loading

@Inspection Charges 0.242% of basic quoted rate for local inspection and @ 0.173% of basic quoted rate for outside Bhopal inspection shall be done.

2. Transportation to and Fro is in supplier scope

3. RA shall not be conducted.

4. Security/Bank guarantee, solvency and undertaking is required against issue of free issue material from BHEL as detailed in special term and condition of enquiry.

5. Relaxation in PQR provided under MSEs or Start up as recognized by DPIIT- **No**.

SINo	Elements	Standards	To be offered/confirmed by supplier
1	BHEL BHOPAL Supplier Code (if already registered in BHEL Bhopal)	As per supplier	
2	Supplier/firm Name	As per supplier	
3	GSTIN NUMBER	As per supplier	
4	PAN NUMBER	As per supplier	
5	Quotation Reference and Date	As per supplier	Ref No..... Dt.....
6	HSN/SAC Code	As per supplier	
7	(CGST % & SGST %) or IGST%	As per supplier	(CGST % & SGST %) or IGST %
8	Supply from address/Work address (City Name, State / UT)	As per supplier	
9	Delivery Point.	CRX BHEL Bhopal	
10	E-Mail	As per supplier	
11	Phone/Mobile	As per supplier	
12	Contact Person & Designation	As per supplier	
13	Office Address	As per supplier	
14	Minimum delivery period to be quoted in no of weeks/days from the date of receipt of material at your works.	1) Accepted as per NIT or 2) Not accepted then supplier to mention the delivery conditions	
15	Prices shall be firm	Yes	



Bharat Heavy Electricals Limited, Bhopal (India)

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Ancillary & Subcontracting Division, HRDC Building, Ground floor, BHEL Bhopal

Part 1/Cover 1 : Techno-Commercial Bid

16	Acceptance of INSPECTION as per NIT (at source as per QAP/Drawing and at BHEL as per QAP/Drawing)	Yes	
17	PQR/Technical Specifications /conditions/scope of work	Accepted as per enquiry / Accepted with deviation (If select Accepted with deviation, please mention the deviation)	
18	TC, and All Inspection report as per tender enquiry and specification as applicable will be submitted along with each consignment.	Yes /No (In case of "No" your offer may be rejected).	
19	Quotation Validity will be 120 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 Yes, Micro/Small/Medium) please enclosed valid UDYAM registration certificate	
21	Type Under MSE	SC/ST owned/ women owned/others (excluding SC/ST owned & women owned)	
22	Confirm whether bidder is Manufacturer or Trader or Dealer or Agent of items under enquiry.	As per supplier	
23	Acceptance of Payment terms as given in GTC	90 days(for non –MSE or Trader/Dealer/Agent) / 45 Days (for MSE Manufacturer) 60 Days (for Medium enterprise Manufacturer)	
24	Acceptance of all annexures, scope of work, BHEL Enquiry Office Copy, PQR, QAP, etc. as attached.	Yes	
25	To and Fro transportation and Insurance will be in supplier scope. Vendor to quote rate as FOR destination basis.	Yes	
26	Penalty: - LD 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. (as given in GTC).	Yes / No (In case of "No", your offer will be loaded suitably)	

**Bharat Heavy Electricals Limited, Bhopal (India)****(A Govt. of India Undertaking)**

Ancillary & Subcontracting Division, HRDC Building, Ground floor, BHEL Bhopal

Part 1/Cover 1 : Techno-Commercial Bid

27	Acceptance of General Terms and Conditions of enquiry (Form No. BP_200102B) & BHEL P.O. Terms & Conditions (Indigenous) MM5527 (available at B2B site of BHEL Bhopal).	Yes (In case of "No" your offer may be rejected).	
28	Family firms or sister concern affiliates / subsidiary firms are participating in the same tender,	Yes/No [If 'Yes' Kindly submit signed and sealed Annexure-IX (given with STC) with your offer]	
29	Acceptance of Security against Free Issue Material. Security value against Free Issue Material shall be 10% of material value issued to you. Refer attached A-form for material value.	Yes (In case of "No" your offer may be rejected).	
30	Acceptance of special term and condition of labour basis enquiry.	Accepted as per enquiry / Accepted with deviation (If select Accepted with deviation, please mention the deviation)	
31	By filling "Yes" in adjacent Box, I hereby declare & confirm that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.	As per supplier	

- 1) Deviation in any commercial condition shall be suitably loaded in the offered price.
- 2) In case of any conflict, confirmation by vendor provided here will supersede.
- 3) In case bidder is not making an offer against this enquiry, we request the bidder to post the regret letter.

Name of Supplier:

Seal & Sign of supplier

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Special Terms and Conditions

TENDER DOCUMENT FOR ENQUIRY

For Labour Basis Jobs (Machining) for 28/68 Buying group

Important Note : General terms & conditions are also applicable as per BP -200102 for indigenous vendor already available at B-2-B website of BHEL Bhopal internet webpage .

Techno commercial annexures for labour basis/Job work job/Mixed basis Section –A

1. Scope of Work:

- a. Scope of work shall include completion of all the works / operations as per BHEL drawings, inspection of the material and delivery of the goods to BHEL stores in accordance with the drawings specifications, technical scope, QA plan, annexure & other relevant documents etc.
- b. Technical scope is only for guidance and not exhaustive. Supplier has to take all necessary care and deliver the item to satisfy relevant quality standard applicable for such product.
- c. All required materials and / or components to be issued as free by BHEL under rule-55(1)-(B),(C) and (D) of central goods and service (CGST) rules 2017 against valid Bank Guarantee.
- d. Before start of manufacturing vendor to confirm latest revisions of Drawings, painting specification & QA plan (if any) in writing from Indenting deptt or Concerned Engineering deptt

2. Security against Material for labour basis/mixed basis jobs :

The raw material /components/sub-assemblies listed in enclosed free-issue material statement (“A” form) for the item(s) described in enquiry, shall be issued as Free Issue Material (FIM) by BHEL under rule-55(1)-(B),(C) and (D) of central goods and service (CGST) rules 2017 against valid **Security against FIM**, to be furnished covering cost of material proposed to be issued. Cost of any other inputs shall be borne by the supplier and are deemed to be included in the scope of supply/quotation. In case issuance of material gets delayed because of non-submission of **Security against FIM**, BHEL reserves the right to cancel the order. Pls. refer B2B site for full details. A declaration to be submitted for balance value of free issue items & solvency certificate to be submitted

In case of order, the vendor would be required to furnish **Security against FIM** as follows, if not stated otherwise in the main Enquiry.

a) Security against Free Issue Material to sub - contractor :-

The free issue materials are classified into 3 categories as follows for Security against FIM purposes:

Category A: Normal material of MS, SS, HSS, CRGO & CRNGO etc. for machining, fabrication and lamination purpose and copper sheets for welding to transformer tank

Category B: High value item e.g. Thermal blades, Turbine runner, Liners and Labyrinth for HVOF coating etc.

Category C: Very high value items like copper for moldings of conductors, silver for soldering etc.

b) Value of Security against Free Issue Material:

For category ‘A’ items as per above, Security against FIM to be taken for 10% of the highest balance of MWF value (taking into account both PMIV & SMIV held by vendors). Highest balance shall be reckoned as the MWF value appearing at the end of each month, starting from April of previous year to March of current year. (applicable from 01st June of current year). - **For PMD vendor**

Under Category “A” and “B”, when enquires are issued simultaneously to new & established vendors, a uniform Security against FIM 10% value of free issue material shall be applicable.

c) Mode of Security against Free Issue Material: Security may be furnished in the following forms:

- (i) **Local cheques** of Scheduled Banks (subject to realization)/ **Pay Order/ Demand Draft/ Electronic Fund Transfer** in favour of BHEL.
- (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.
- (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**).
- (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**).
- (v) **Insurance Surety Bond.**

(Note: Security deposit does not carry any Interest. 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)

(To be Signed and Sealed by Bidder in Acceptance of above points in Totality)

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In case of "Security against material" is in the form of Bank Guarantee or Insurance Surety Bond, the claim date shall extend beyond a minimum period of 3 months from validity date. The BG is to be furnished in prescribed Performa and from BHEL Consortium Banks only (available with ASC division & hosted in B2B website of BHEL, Bhopal).

d) Forfeiture of Security against Free Issue Material:

The Security against FIM will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. The breach of contract may be due to non-returning, rejection of material etc.

The Security against FIM will 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.

e) Undertaking for Free Issue Materials and Solvency certificate:

All vendors have to necessarily submit "Undertaking for Free Issue Materials", as per sample form no. BP205515 (annexure XV).

All vendors have to necessarily submit "form for solvency certificate" as per sample form no. BP205516 (annexure XVI)

Kindly refer B-2-B vendor portal website of BHEL Bhopal for further details of GTC, BG format and solvency certificate.

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3. Rates:

- a. Rates should be quoted in the unit mentioned in the enquiry, exclusive of taxes & duties but inclusive of desired/specified packing and to & fro transportation charges for delivering the completed job to BHEL Bhopal. Payment of all taxes if any for transportation of free issue material from Bhopal to the works of the supplier is to be borne by the supplier.
 - b. All applicable Duties & Taxes, which BHEL is required to pay should be clearly declared.
 - c. Rates shall remain firm basis and not subject to any variation / escalation during the period of contract on any account. The quoted rates should not be linked with quantity to facilitate part orders.
 - d. Rates should be valid for ordering for 120 days from the date of tender opening. Offers received with validity period less than 120 days shall not be considered.
4. Scrap /Swarf clause: Scrap to be retained by vendor on chargeable basis. Scrap Cost and GST and other taxes (if any) on scrap shall be recovered from vendors bills For this purpose, scrap selling rate shall be taken as mentioned in enq. office copy. The difference between the raw material weight (R/W) and finished weight (F/W) would be taken for determining the quantum of scrap generation.
5. GST as applicable on labour basis job.
6. Free-Issue-Material (FIM) will be issued by BHEL under rule-55(1) - (B), (C) and (D) of central goods and service (CGST) rules 2017 and the vendor will have to return the Duplicate/ Transporter/Green copy of excise challan to BHEL after value addition along with supplies along with supply/ the stipulated period as per GST rules. Failing which, the cost of material including GST paid by BHEL may be recovered from the vendor at the applicable rate. Moreover, overhead charges may also be deducted.
7. No rejection allowance is permissible
8. Supplier should indicate the supply capacity per month and delivery schedule, in No. of days/weeks/months (as the case may be) meeting enquiry requirement
9. Dimensional report TC, GC etc. as the case may be, to be furnished along with the supply. Machined items must be protected properly to avoid dent or damage during handling/transportation. TRP to be applied in each item.
10. Quotation should be valid for minimum 120 days from the date of opening of tender.
11. Purchase order can be issued for part quantity / item / item wise L1 basis, if not specified otherwise in the enquiry.
12. The vendor shall produce the free-issue-material supplied to them to BHEL officials visiting vendor's unit for verifications/ inspection purposes at any time. If vendor fails to produce or properly account for the material so issued, BHEL will take further action as deemed fit including the recovery of the value of material as per BHEL norms from vendor bills & BG.
13. **Splitting of order quantity:** BHEL reserves the right to split the ordering of tendered quantity. We need suppliers as mentioned in the Enquiry NIT for execution of this work.

The merit rank would be based on their standing position in RA or price bids. Above percentages are approximate figure. All quantities will be rounded off to nearest whole number. Other than L1 vendor shall be counter offered at L1 accepted rates and on acceptance of same by them, order shall be split as above. In case of non-acceptance of counter-offer by vendor as above, counter-offer process shall be repeated with other vendors in the order of their merit in the comparative statement of prices obtained through Part-II or RA. If we do not get sufficient vendors in final bidding of RA, then ranking of vendors will be picked from initial / dynamic bidding in order of their merit for counter offer purpose. Following are to be noted herein:

- a) No supplier must refuse the less quantity allocated.
- b) Additionally, BHEL also reserves the right to revise the tendered quantity downward with or without split ordering as above
- c) In case any of vendors L2 do not accept the counter offer of L1 rates, then the counter offer shall be made to other remaining vendors sequentially as per their comparative statement of prices obtained through Part-II (price bids) or ranking in RA followed by their ranking in sealed bids. At the end, however, if it is observed that less than the vendors required (excluding L1 vendor) has agreed to L1 rates, then the order shall be finalized with only those vendors who accepts L1 rates. The quantity distribution then shall be then proportionally revised as declared in enquiry details /enquiry remarks / enquiry main copy.
- d) In case, if less number of vendor accepts our counter offer then the quantity shall be redistributed as per split ratio shown above.

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- e) In case of capacity constraint /monthly capacity of vendors the additional quantity over & above of their shares will be distributed on other vendors suitably.

14. Basis of evaluation of quotations

- a) Only offers received before due date and time and meeting the terms and conditions of the enquiry will be considered.
- b) In case of Two bid system, all the bidders should read “instructions to bidders for submission of two bid system”. Whenever two bid system of enquiry is mentioned “BHEL reserves the right to go in for Reverse Auction instead of opening the submitted sealed bid, which will be decided after technical evaluation”. All the bidders should also read additional instructions to bidders for Reverse Auction (Ref. Annexure-IV).
- c) All the offers for each items shall be compared for landed cost to BHEL at BHEL stores.
- d) In cases where more than one offer is at L1 price, L1 will be decided :-
“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 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 the presence of the respective L-1 bidder (s) or their representative(s).

Ranking will be done accordingly, BHEL's decision in such situation shall be final and binding”

- e) Offers received on any other basis other than the unit specified in tender shall be compared on the basis of design weight indicated in drawing.
- f) L-1 /lowest rank will be decided on basis of HESG cost/total landed cost to BHEL Bhopal.
- g) Offers having deviations to the terms and conditions will be suitably loaded as per standard/suitable loading factors of BHEL to derive total landed cost to BHEL at BHEL stores.
- h) GST as applicable on the date of enquiry shall be taken wherever it is not indicated in the offer for arriving the price to BHEL Bhopal.
- i) Decision of BHEL in this regard will be final and binding without any further correspondence with the supplier.
- j) During bid evaluation, No loading of price with regard to preferential payment of within 45 days will be made on vendor falling under MSMED ACT – OCT.06.

15. Acceptance & Rejection of bids

- a) In case of two bid system, firms whose bids have been evaluated but found not meeting the qualification criteria would be intimated and un-opened price bid shall be returned to them.
- b) Bids not in line with the terms and conditions of the tender enquiry, or unsatisfactory past performance, or not meeting the required delivery schedule/ long delivery or not conforming to normally accepted practices are likely to be rejected.
- c) Suppliers are requested to quote in two parts for 2 bid enquiries. However, for quotations submitted in single bid against our requirement of two bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the vendor. Otherwise, the bid is liable to be rejected.
- d) If any new vendor to whom enquiry is issued & who is not registered in BHEL, their price bid shall be considered only after, they will get registered with BHEL.
- e) BHEL reserves the right in respect of acceptance & rejection of bids, which will be final and binding without any further correspondence.
- f) If a vendor is on hold/debarred and quotes BHEL reserve right not to evaluate their offer, without further informing to vendor.
- g) In case of any deviation submitted for vendors BHEL will preferably asked the vendors to withdraw their deviation as per BHEL NIT terms.

BHEL prefers : **As given in enquiry remarks** (item wise basis)

Delivery mentioned in the purchase order can be pre-poned / postponed as per the project schedule. Supplier will be required to meet the revised delivery schedule accordingly. In case of labour basis jobs / mixed basis jobs normally the vendors are expected

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to lift material in time without any reminders from BHEL and the delivery is computed as per the agreed manufacturing cycle mentioned in the enquiry / offer. However, at times, BHEL will remind the vendors through emails to lift material. In such cases, the delivery will be computed from the last date of issue of material.

If any new vendor to whom enquiry is issued & who is not registered in BHEL, their price bid shall be considered only after, they will get registered with BHEL

16. Taxes & duties: -

- a) Applicable Duties & Taxes, which BHEL is required to pay, should be clearly declared considering the offer validity and quoted delivery period. Otherwise BHEL will not be responsible for payment of any kind of duties & taxes.
- b) Taxes and duties will be paid extra as applicable on the date/dates of contractual delivery or actual delivery whichever is lower.
- c) Parties shall declare: GSTIN details, GSTIN no. SAC code, Excise duty, sales Tax, IT PAN and SSI registration details and also communicate subsequent changes wherever not submitted earlier at the time of registration.
- d) All the formalities relating with existing taxes and duties as well as such taxes and duties which will be introduced in future, will be discharged by the vendor and there shall be nothing which will fall on BHEL.
- e) Form 88 – BHEL being Public Sector Undertaking of Gov. of India is exempted vide notification no. FA329/2004/1/V(54) DT 26/10/2005 by order of Addl. Secy. Gov. of M.P., in respect of goods sent from a place outside the state of Madhya Pradesh.
- f) Vendor to follow strictly adhere to the government E-way bill rules for transportation.

17. Payment –

- Indigenous: 100% payment in 90 days of receipt (45 days for Micro & 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.

“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, attested copies of relevant document 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. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. 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. Note: MSME benefits shall not be given to traders, Dealers or authorised agents.”

18. Reverse Auction: (As per Guidelines as available on www.bhel.com)

19. BID SECURITY/ Earnest Money Deposit (EMD):

To safe guard against a bidder's withdrawing or altering its/ his bid during the bid validity period, Bid Security [also known as Earnest Money Deposit (EMD)] is to be submitted by the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)). EMD shall not carry any interest. Amount of EMD shall be as mentioned in NIT document (if required).

Modes of deposit of EMD:

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

b) In case 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.

Forfeiture of EMD

i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.

(To be Signed and Sealed by Bidder in Acceptance of above points in Totality)

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(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

Return of EMD

- (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. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- (ii) Bid security should be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).
- (iii) In case of expiry of offer validity period or any other circumstances, EMD can be released after the approval of Concerned Authority.

20. PERFORMANCE SECURITY

To ensure due performance of the contract, Performance Bank Guarantee (PBG) or Security Deposit (SD), hereafter referred as performance security is to be submitted by the successful bidder awarded the contract. The need for the Performance Security depends on the market conditions and commercial practice for the particular kind of goods. The total amount of Performance Security should not be less than five percent (5%) of the contract value. The Performance Security shall not carry any interest. The requirement of Performance Security or otherwise, as the case may be, shall be clearly specified in the tender conditions/NIT.

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.

Modes of deposit of Performance Security:

a) Performance security may be furnished in the following forms:

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- (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.
- (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).
- (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).
- (v) Insurance Surety Bond.

(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)

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.

Forfeiture of Performance Security:

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

The performance security will 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.

21. Breach of contract, Remedies and Termination

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. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

22. Conflict of Interest among Bidders/ Agents

"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
- 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
- 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
- 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/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- 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 authorise only one agent/dealer. There can be only one bid from the following:

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1. The principal manufacturer directly or through one Indian agent on his behalf and
2. Indian/foreign agent on behalf of only one principal;
- b) 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
- c) 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. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
23. Confidentially agreement: Without prior permission of BHEL, NIT related documents shall not be used for any other purpose.
24. Offers from supplier which is either debarred or under debarment in BHEL shall not be considered for evaluation.

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Section –B (Additional terms for labour basis jobs)

1) ORDER EXECUTION:

Materials should be lifted immediately on receipt of intimation of readiness. Delivery period shall be reckoned after 2 days from the date of intimation. If any delay is due to non-lifting of material shall not be considered for delivery amendment. Stock Verification

25. BHEL reserves the right of verification of material lying with the subcontractor /supplier at any time.
26. BHEL material should be stocked at one place with identification with tags on them and should not be mixed with other materials.
27. Proper stock record of material held with them shall be maintained and the same shall be provided to BHEL on demand. If the Subcontractor fails to produce or properly account the materials so issued, BHEL will have the right to recovery of the value of the materials along with the respective administration charges and statutory levies from the running bills of the Subcontractor.
28. Any of the materials of BHEL under no circumstance be sold / hypothecated to any bank or to any lending institution or to any party whomsoever. It should not also be shown as the Subcontractor's assets in any of statements of the Subcontractor to any party.
29. Subcontractor should take all necessary precautions to ensure safety of BHEL material against damage or loss in any form.
30. Further subcontracting of work without prior written permission of BHEL is not permitted. Also, Shifting of items / materials issued by BHEL to any place other than the Subcontractor's works is prohibited.

2) Issue and accountal of free issue material from BHEL :

- a) Material /components will be issued free of cost under GST ACT 2017 only. Material accountal statement will be submitted by the supplier along with each bill. Free-Issue-material (FIM) will be issued by BHEL under GST rule For movement of inputs of partially processed goods under Rule 55(1)- (b), (c) & (d) of Central Goods & Service Tax (CGST) Rules, 2017 of Invoice GST rule from one factory to another factory for processing / operation and subsequent
- b) Material shall be issued in form of raw material & components as mentioned in the technical scope with adequate allowance as per prevailing engineering practice.
- c) It shall be the responsibility of Subcontractor to check the raw materials received by them for quality & quantity and ensure its correctness before removing it from BHEL premises.
- d) Any wrong material collected should be immediately communicated for remedy. Excess material collected should be immediately returned in the usable form.
- e) Any wrong material collected should be immediately informed to us for correction. Excess material collected should be immediately returned in the usable form against not for payment challan through SRV, & only cutbits/offcuts i.e end pieces shall be returned through SCRNL.
- f) Material issued for job work shall be taken back only in exceptional circumstances and upon written request of vendor with due justification.
- g) In cases wherever availability of material becomes critical for certain work order, BHEL has the right to either take back or transfer the balance, material available with the Subcontractor to other, with due material accountal, Free issue Material accountal shall be submitted by the vendor along with each supply. In case vendor fails to liquidate material accountal within stipulated period as per the GST rules from the date of issue of material, then BHEL may recover the cost of material.
- h) In case of rejection of BHEL issued material, vendor must repair and return/ replace, as the case may be, within 60 days from the date of rejection failing which such rejection shall be treated as "BHEL material damaged" and BHEL may recover the cost of material as per BHEL rules.

3) Q.A. Plan, Testing, Inspection, Quality certification & correlation

- a) Q.A. plan (if any) is to be strictly followed without any deviation and skilled worker will be employed as per job requirement & QA plan.
- b) Testing: -All types of testing & NDT would be in the scope of supplier and will be carried out through BHEL approved agencies unless specified otherwise in technical specification subject to review of NDT reports by BHEL. Testing of sample if done in BHEL TSD department will be on chargeable basis as per prevailing rates.
- c) Inspection and traceability of free issue Material
 1. All the material and components taken from BHEL should have got inspected and should be used only for the purpose for which it is issued by QC of BHEL otherwise job is likely to be rejected.
 2. It shall be the responsibility of subcontractors to check the raw materials received by them for quality & quantity as mentioned in the order.
 3. Subcontractors shall ensure transfer of materials identity and traceability at all stages and also maintains proper records.

4. Inspection of completed jobs

- a Inspection shall be done by customer, third party and/or BHEL's quality control department as mentioned in the QA plan /annexure.

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- b In case of inspection by customer or his authorized agency, intimation of readiness of job for calling the party should be given at least one week in advance.
- c After inspection at supplier's works the goods will be cleared for dispatch on provisional basis. Any defects noticed during assembly, testing or use is to be attended by the subcontractor, including replacement.
- d The cost of rework or rejection, and any cost of freight incidental to such work will be to the Subcontractor's account.
- e Subcontractors shall provide all reasonable facilities to BHEL personnel to have access to the records of the issued material and items under manufacture at all stages of processing and inspection.

5) CALIBRATION :

1. Subcontractor shall use only relevant measuring instruments, templates; gauges- calibrated at, either BHEL or at any Govt., approved labs – traceable to national standards or BHEL approved agencies for the purpose. 2. Relevant Test Certificates are to be produced to BHEL inspection staff for verification and demand.

- 6) **PENALTY / LD CALUSE:** In case of late delivery a penalty @0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of total order value would be levied.

a) **Order Cancellation:** BHEL shall have the right to cancel any order either wholly or in part on account due to cancellation of order or any curtailments or stoppage of BHEL's business or any other reason which justifies cancellation with recovery of full material cost.

b) In the event of delay in lifting the free issue material or/and delay in completion of work , BHEL shall be free to cancel the order in part or full and divert it to alternate subcontractor as per BHEL policy.

7) Confidentiality Agreement

- 1 All successful vendors are under obligation to maintain complete confidentiality of the documents, process etc . Acceptance of terms and conditions of the tender implies and binds the vendor to this agreement and no separate agreement need not be entered.
- 2 BHEL drawings shall not be used other than BHEL's requirements which after manufacture of items shall be returned along with delivery of materials.

8) Guarantee

The subcontractor shall warrant that the goods fully complies with the drawings and other technical conditions. If the finished goods are found defective owing to faulty workmanship / incomplete work within a period of 24 months from the date of dispatch the subcontractor shall make good of it / replace the same free of cost. Alternatively, the rework/replacement will be done by BHEL at the cost and risk of the subcontractor.

- 9) **Insurance- Submission of documents by the vendors :** Material issued to vendors are covered under BHEL corporate insurance policy. In case of any loss, to facilitate processing of claim, the vendor needs to furnish all required documents in time. The vendor is liable to pay the loss if the claim is not enforceable due to non-submission of documents by the vendors.

10) General

- a) Any change in the constitution of the subcontractor's unit during the operation of the contract will have to be made only after getting the specific written approval from BHEL. Non - compliance to this may entail cancellation of registration.
- b) The Subcontractor shall comply with all statutory obligations such as ESI. PF, labour laws, Factories Act. BHEL shall not be responsible for any of the penalties/ fines etc on this account.
- c) Further to the above, other instructions for packing, liquidated damages, arbitration & jurisdiction, indemnity, rejection etc., shall be as per the terms & conditions of indigenous enquiry BP -200102 and purchase order MM 5527 as issued by material management department. (copy of documents mentioned above are already available with the vendors & hosted in B2B site of BHEL Bhopal <http://www.bhelbpl.co.in/mm/>).

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- a. Progress report – Progress report will be required to be sent every week without fail by e-mail to skbaranawal@bhel.in indicating the status of each purchase order and hold up points. Please indicate your e-mail address in your offer without fail.
- b. In case of mismatch or any typographical mistake, computer generated enquiry copy shall be valid for enquiry.
- c. Pls visits B-2-B site for all information <http://www.bhelbpl.co.in/mm/>
- d. **Acceptance of all the above Enquiry terms & conditions & annexures are required in your offer. The same is to be signed by the vendors and submitted along with Part-1 offer. Offers/Bids/Quotations may be rejected without submission of same.**

11) **REGARDING TOOLS/Jigs , Fixtures , checking templates :**

“In cases where tools are issued **VENDORS ARE REQUESTED TO RETURN THE TOOLS IMMEDIATELY ON COMPLETION OF JOBS. IN CASE THE TOOLS ARE NOT RETURNED WITHIN 3 MONTHS OF ISSUE OF THE SAME, THE BILLS OF THE VENDORS MAY BE KEPT UNDER HOLD TILL RETURN OF THE TOOLS**”

12) **BHEL RESERVES RIGHT TO CANCEL**

- i. Our requirement part or full at any stage of the tender finalization (or) even after finalization of tender. PO can be short close or mutually extended at any point depending upon order BHEL book position and BHEL shop loading capacity etc.
- ii. Or forfeit the chance in tender, if any vendor(s) found to be “unsatisfactory” during our assessment processes/noncompliance of statutory requirements etc. as required for “vendor registration” during/after the processes of finalization of contract.
- iii. The order(s), if any vendor (s) found to be “unsatisfactory” during our periodical assessment processes / review of assessment processes/ noncompliance of statutory requirements etc. as required for “vendor registration” during the execution of order(s).
- iv. Divert order(s) allocation quantity, in case of non-submission/ delay in submission/delay in lifting the material/delay in completing the work/delay in supply or failure to meet order delivery schedule / in-sufficient amount of bank guarantee/non-execution of orders by vendor(s) as per BHEL rules/current practice .
- v. In case L-1 supplier or any supplier after finalization of rate contract is not maintaining supply within stipulated contractual delivery, the balance quantity will be distributed in order of merit.
- vi. The contract or forfeit the chance in tender, if any vendor (s) disposed off units/found to be sick/ running under unrest/ declared insolvency /nonrenewal lease deed during/ after finalization process/ during the validity of the contract without assigning any reasons thereafter.
- vii. The offers of the vendor who are in banned list and offers of those firm who engaged with the services of banned firm the offers shall be summarily rejected. If the vendor is found in banned list of BHEL at later stage the PO shall be cancelled. The list of all banned firm is available in BHEL internet site at www.bhel.com.
- viii. Any deviation to any points of this annexure or enquiry should be clearly mentioned in offer. Otherwise, it will be presumed that supplier agrees to these conditions.
Any deviation to BHEL NIT conditions and BHEL std practice will be suitably loaded as per BHEL current loading factors to arrive at total cost to BHEL to decide Total Landed cost to BHEL to arrive at L-1 status

- 14) Apart from the above, general terms & conditions of indigenous enquiry and purchase order issued by material management department vide BP -200102, MM 5527 respectively will also be applicable (already available with the suppliers and hosted in B-2-B site <http://www.bhelbpl.co.in/mm/>).

- 15) Acceptance of all the above Enquiry terms & conditions & annexures are required in your offer. The same is to be signed by the vendors and submitted along with Part-1 offer. Offers/Bids/Quotations may be rejected without submission of same. Deviation to be clearly mentioned in your offer else we assume that you have accepted all terms of BHEL. In case of e procurement enquiries as tender is submitted by verified DSC of vendor hence it will be presumed that all terms and conditions of tender and annexures are accepted in TOTO unless if any deviation is submitted or written in your online quotations .

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DECLARATION BY VENDOR

We declare that following family firms or sister concern affiliates/subsidiary firms are participating in tender No. E _____

1 M/s _____

2 M/s _____

3 M/s _____

I _____, hereby declare on behalf of M/s _____ and the family firms or sister concern affiliates /subsidiary firms listed above that we are not indulging in cartel information for Enquiry No. E.....

(_____)

For M/s... _____

(Sign & Seal)

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Annexure II

Instructions/Checklist for Vendors for BG :

- 1) Bank Guarantee / BG Extension shall be made strictly as per BHEL's Standard format as available on B2B site.
- 2) Validity date must be explicitly mentioned in the BG. There should be adequate gap, preferably minimum 3-6 months between Validity date and Claim date.
- 3) Claim Date must be mentioned in the BG.
- 4) **Confirmation:** As per Corporate and RBI guideline confirmation is required in respect of each BG. Confirmation may be provided by the same issuing branch by the officials higher in rank or from the office mentioned in the BG for confirmation. Thus Vendors must ensure that BG bears the Confirmation office address explicitly.
- 5) **Stamps:** Stamps must be purchased from registered stamp vendor. Stamp purchase date must be old than the date of the execution of the Bank Guarantee. E stamp is also allowed. Stamp must be purchased for BG purposes only. Place of execution of BG and purchase of stamp shall be in the same State.
- 6) Value of stamp must be as per Stamp act prevailing in the state where the BG is submitted or the state where the BG executed, whichever is higher.
- 7) **Bank Seal and sign of Bank Employee:** BG must be signed and sealed on every page of the BG. Employee Name and Code must be present in the BG at the end of the BGs text. Every BG having value more than 50,000/- must be signed by two authorized signatories of the bank.
- 8) Place of Invocation must mention on BG.
- 9) BGs should not be from the co-operative banks
- 10) BGs can be issued through consortium banks only.
- 11) Vendors must provide the BG from banks which are already SFMS Compliant. If vendors banks are not SFMS Compliant, a declaration from bank is required.
- 12) Email ID, phone no, Fax No of bank must mention on BG.
- 13) Extension/Amendment of BG is required on Rs. 1000/- Stamp Paper.
- 14) Bank Guarantee for Advance Payment – The BG shall be for 110% of the value of advance.
- 15) Cutting / overwriting on the BG shall be properly authenticated under signature and seal of the executing Bank.
- 16) Latest Solvency certificate: Latest Solvency Certificate in original, with Bank Seal and sign of Bank Employee, in BHEL's standard format shall be enclosed with Sub Contracting BG.
- 17) BG documents wherein corrections have been marked may also be enclosed with final corrected BG, where original BG document is being replaced.
- 18) Digital signed secured email confirmation required from BG issuing bank.

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Annexure III

UNDERTAKING FOR FREE ISSUE MATERIALS

M/s Bharat Heavy Electricals Limited
Piplani, Bhopal -462022 (M P)

Whereas M/s Bharat Heavy Electrical Limited (hereinafter referred to as 'The Customer' which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their office at Piplani, Bhopal 462 022, MP has entered in to a contract with M/s. _____ (hereinafter referred to as 'The Contractor' which expression shall unless repugnant to the context includes their legal representatives, successors and assigns for supply for free issue material on the terms and conditions as set out inter-alia, in the above said Purchase order/various purchase orders and various documents forming part thereof hereinafter collectively referred to as the 'Said Contract' which expression shall include all amendments, modifications and / or variation thereto. This will also include other future fabrication and machining orders placed by BHEL during below mentioned period.

AND WHEREAS the customer has agreed to supply to the contractor major portion of raw materials / components etc. for the purpose of execution of the said contract by the contractor (the raw materials/ components etc.) to be supplied by the customer to the contractor hereinafter for the sake of brevity referred to as the "Said Materials" shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon, machined/fabricated at the sole risk and expense of the Contractor.

Now Therefore in consideration of the pre-condition to the supply of the said materials by the Customer to the contractor, the Contractor hereby irrevocably and unconditionally undertake to compensate and keep compensated the customer from and against all loss, damage and destruction (inclusive but not limited) to any or all loss or damage and destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion storage, chemical or physical action or reaction, bending, warping, exposure, resting, faulty workmanship, fabrication or faulty method or technique of fabrication, strike, riot, civil connection or other act or omission or commission whatsoever within or beyond the control of the Contractor, misuse and misappropriation (Inclusive but not limit to misuse or misappropriation by the contractor and the contractor's servant and or agents) Whatsoever to or of in the said materials or any part of item thereof from the date that the same or relative part of item thereof was supplied to the Contractor up to until the date of return to the Purchaser of the said material or relative part of item thereof or completed construction works incorporating the said material and undertake to pay to the customer forthwith on demand in writing without protest or demur the value as specified by the Customer of the said material or item or part thereof lost , damaged, destroyed, misused and / or misappropriated, as the case may be , together with the Customers costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance freight, packing and inspection costs/ or expenses) upto and aggregate limit of Rs. _____/- (Rupees _____ only) and/or additional value of material, if supplied to contractor.

1. The Undertaking shall be a continuing/ Undertaking and shall remain valid and irrevocable for all claims of the purchaser arising hereunder upto and until the midnight of _____. However, if the Contract for which this Undertaking is given is not completed by this date Contractor hereby agrees to extend the Undertaking till such time as is required to fulfil the Contract.
2. This Undertaking shall not be determined on change of constitution or insolvency of the Contractor but shall be in all respects and for all purpose be binding and operative until payment of all moneys payable to the Customer in terms hereof.
3. The mere statement or allegation made by or on behalf of the customer in any notice or demand or other writing addressed to the contractor as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the contractor and / or prior to completion of the completed fabrication/ machining works and handing over the completed job thereof incorporating the said materials shall be conclusive of the factor of the said material or item or part thereof having been supplied to the Contractor and / or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be , while in the custody of the Contractor and / or prior to the completion of the fabrication/ machining/processing works and handing over the completed job thereof incorporating the said materials without necessity on the part of the customer to produce any documentary proof or other evidence whatsoever in support of this.
4. The amount stated in any notice of demand addressed by the customer to the Contractor as to the value of such said materials lost, damage, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by the Customer in connection therewith shall be conclusive of the Value of such said materials and the said cost and expenses as also of the amount liable to be paid to the customer without producing any voucher, bill or other documentation or evidence whatsoever in support thereof.

The undersigned has full power to execute this undertaking on behalf of the Contractor under the capacity as Chairman & Managing Director/ owner/partner of the Company.

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Place : _____ For (Company Name): _____

Date : _____ Authorized Signature : _____

(Name, Sign & Seal of Company: _____)

Witnesses :-

1. Signarture : _____

Name : _____

Address : _____

2. Signarture : _____

Name : _____

Address : _____



BP 200102B

HEAVY ELECTRICALS PLANT, BHOPAL

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Sl.No.	Description
1	General:
1.1	These General terms & 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. 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: - Amendments to Purchase Order/ Framework Agreement - Purchase Order/ Framework Agreement - Letter of intent (LOI)/ Letter of Award (LOA) - Minutes of meeting or Clarifications agreed between Buyer and Seller as regards to the tender or the bidding conditions - Corrigenda to NIT, with those of later date having precedence over those of earlier date - Original NIT and annexures except documents listed in point no (vii) to (ix) below - Technical specifications including their annexures - Special Terms and condition of Enquiry (STC) - General Terms of Enquiry (GTC)
2	General Instructions - Common for Indigenous & Foreign enquiries
2.1	Through eProcurement - Interested bidders / suppliers shall submit their offer through e-procurement mode at https://eprocurebhel.co.in/nicgep/app - Offers in any other mode will not be accepted. - Procedure for submission of tender is available in the "Bidder Manual Kit" at e-tender portal https://eprocurebhel.co.in/. - 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. - 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. - 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.
2.2	Through tender room (Conventional tender)
2.2.1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. 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. All overwriting/ cutting etc. will be numbered by bid opening officials and announced during bid opening. 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.
2.2.2	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the cover. In case of Two Part Bid, technical bid containing technical offer, this GTC duly filled-in & signed; and un-priced copy 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. 2nd 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. Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.
2.2.3	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.
2.2.4	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



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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	Through tender room or EProcurement
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 two-part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially 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	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)). <u>Modes of deposit</u> a) The EMD may be accepted only in the following forms: (i) Electronic Fund Transfer credited in BHEL account (before tender opening). (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer). (iii) Fixed Deposit Receipt (FDR). (iv) Bank Guarantee from any of the Scheduled Banks. (v) Insurance Surety Bonds. b) In case 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. <u>Forfeiture of EMD</u> (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. (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. <u>Others Instructions</u> (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. (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). (iii) EMD shall not carry any interest.
2.3.7	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. 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. 3. In case of changes in scope and / or technical specification and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on



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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 (https://supplier.bhel.in/). 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 https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
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. (https://bhel.com/tenders) and additional in https://eprocurebhel.co.in/nicgep/app 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, <u>besides BHEL taking appropriate punitive action as deemed fit.</u> Refer Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2.4	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com). 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	Delivery Terms
3.1	Indigenous Purchase
3.1.1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.
3.2	Foreign Purchase — Imports
3.2.1	1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order. 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 & HC Containers. 3. For other cases - Other than GP & HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT- INNSA1) & Break-bulk Cargo at Mumbai (MPT - INBOM1). 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). 5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF. 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. 7. 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. 8. Please visit BHEL Bhopal website https://bpl.bhel.com 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.



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	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. 9b In case of CFR contract, bidder to supply the material through a Certified Sea worthy vessel age not more than 15 years. 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. 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. 9e Load port charges shall be settled by the supplier and not be passed on to BHEL in any form of destination charges. 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).
3.2.2	1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum 14 days' detention free period 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 loaded for the period short of 14 days' period. 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>
4	Bidder's particulars & logistics information (Bidder to give details against each of the provisions)
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	Additional logistics information for Imports
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	Delivery Schedule & Completion date
6.1	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. ii. Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone. iii. Bidder shall deliver the goods in the manner and schedule agreed under the Purchase order. iv. Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser. 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. vi. BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery. vii. Suitable action against defaulting vendor will be taken as per Guidelines for suspension of Business Dealings with Suppliers/Contractors available on https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors
6.2	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. 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).



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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	Transit Insurance
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	Force Majeure
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	Penalty for Late Delivery
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	Indian Agents and Agency commission
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	Documentation:		
11.1	Indigenous Purchase		
	Bidder shall arrange to send to the consignee following documents immediately on despatch of the goods. 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 https://bpl.bhel.com/mm/. Online submission of Invoices /e-invoices for payment can also be done in IMDMS system. 1) Original Tax invoice in triplicate (Buyer's copy and duplicate for Transporter), 2) Consignee copy of LR & 2 sets each of Packing list, 3) Test certificate, Guarantee / Warranty certificate, 4) O & M manuals (where applicable) 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. 6) Pre-dispatch Inspection report /Third Party Inspection Certificates/MDCC certificate 7) Any other documents as specified in Enquiry /PO /STC/ATC of enquiry /annexure The distribution of such documents will be specified in the Purchase order Terms and Conditions (BP 205315 for indigenous and BP205316 for Imported Purchases))		
11.2	Foreign Purchase — Imports		
	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 1. Express / Original 'Clean on board' Bill of Lading / AWB. 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. 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. 4. One set of Original Test Certificates and O&M Manual where called for. 5. Fumigation / Phyto-Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used. 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: <table border="1"> <tr> <td> AGM (M.S) Regional Operations Division BHEL 14th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight) </td> <td> DGM (FIN- FP) 4th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in </td> </tr> </table> And confirm forwarding details to AGM (CMM- FE), BHEL Bhopal at mmfe.bpl@bhel.in 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 & 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 mmfe.bpl@bhel.in as well as at msseabpl@bhel.in (for Sea shipment) or msair@bhel.in (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. 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. Additionally, following requirements to be taken care of by the bidder during PO execution stage: i) IEC (0588138690), GSTIN (23AAACB41461ZN) and email ID (mmfe.bpl@bhel.in) of BHEL Bhopal shall be clearly	AGM (M.S) Regional Operations Division BHEL 14 th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight)	DGM (FIN- FP) 4 th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in
AGM (M.S) Regional Operations Division BHEL 14 th Floor Centre-1 World Trade Centre, Cuffe Parade Mumbai 400 005 INDIA Email: msseabpl@bhel.in (In case of Sea freight) msair@bhel.in (In case of Air freight)	DGM (FIN- FP) 4 th Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : fin_fp.bpl@bhel.in		



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	mentioned on B/L or AWB. 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. 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. 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. 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. vi) Part shipment and trans-shipment to be avoided to the extent possible especially where it is not possible to split shipping & commercial documents. Part shipment shall be strictly avoided for Airshipments.
11.3	General
	- For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted. - 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 - 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. - Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
12	Pricing Terms
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	Price Validity :
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	Taxes & Duties - Indigenous Purchase
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 th 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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	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. Deduction of TCS along with additional TDS will be as per prevailing Government guidelines.
15.	Taxes & Duties - Foreign Purchase — Imports
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	Payment Terms-
16.1	Indigenous: 100% payment in 90 days of receipt (45 days for Micro & 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.
16.2	Foreign: 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. 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. Documents to be submitted as per UCP600 and should reach BHEL/ BHEL's bank at least 7 days prior to vessel arrival.
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	Foreign bidders to submit declaration of Permanent Establishment and Business Connection (PEBC) 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. 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.
16.5	Foreign bidders to submit Tax Residency Certificate (TRC) & Form 10F (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	Inspection of Goods
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	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. 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. If BHEL carries out any rectification of such rejected material, such cost will be recovered from Supplier's Bills. In case of Customer inspection as Supplier's Works, inspection clearance to be obtained from Customer and submitted to BHEL.
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	REJECTION: If any goods are rejected, BHEL shall be at liberty to take action as per following:



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	a) Allow the supplier, wherever mutually agreed, to rectify the rejected goods at BHEL's works within reasonable time as fixed by BHEL. Or b) Allow the supplier to make free replacement within a specified period. Rejected goods can be lifted by the supplier thereafter. Or 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. Or 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. Or 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. Or f) In exceptional cases, allow the supplier for one-time replacement of defective items (quantity) within reasonable time.
18	Guarantee / Warranty and corresponding Repairs / Replacement of Goods
18.1	Manufacturer's works test/inspection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general & 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 & disposal of rejections, at the risk & cost of the Bidder. 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.
19	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.
19.1	Evaluation and Loading Criteria:
19.1.1	The evaluation currency for this tender shall be INR. 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. Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid & relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the 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.
19.1.2	Common Loading factors (in case of deviation quoted by bidders) INDIGENOUS 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. 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.



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	IMPORTS 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. COMMON LOADING FOR IMPORTS & INDIGENOUS that will be added for arriving the "Total Cost to BHEL" 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	Variation of orders
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	Sub-contract
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	Recovery / deductions of amount from supplier
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	Safety clause for purchase orders
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	Non-Disclosure Agreement
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. <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> 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	Settlement of Disputes & Arbitration
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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	The cost of arbitration shall be borne as per award of the Arbitrator. 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. 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 https://dpe.gov.in/guidelines/guidelines/chapters/2673. 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."
25.5	The Bidder shall continue to perform the contract, pending settlement of dispute(s).
26	Applicable Laws and Jurisdiction of Courts
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	RIGHT OF REJECTION /NON- PLACEMENT OF PO: BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	Performance Bank Guarantee (PBG)/ Security Deposit (SD):
28.1	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. Modes of deposit: a) Performance security may be furnished in the following forms: (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. (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. (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). (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). (v) Insurance Surety Bond. (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) 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. 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. Forfeiture of Performance Security: The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. 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. The Performance Security shall not carry any interest.
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	Benefits earmarked for Purchase from Micro & Small Enterprises (MSEs) – All benefits as per Government of India guidelines shall be given to eligible bidders. 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. 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. Note: MSME benefits shall not be given to traders, Dealers or authorised agents. It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail. As per the OM No. F. No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy". In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.
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	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. 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). 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). In case of indivisible tender, the full quantity shall be awarded to L1.
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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	be submitted through e-procurement portal, then the above required self-attested documents are to be uploaded on the portal. 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. 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. 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. 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.																								
30	Integrity Pact (IP) — Independent external monitors (IEM) For tenders in which integrity pact is applicable, following points stand valid :																								
20.1	IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Name: ----- Address: ----- E-mail : ----- } As indicated in NIT / enquiry																								
30.2	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. NOTE: 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. For all clarifications/ issues related to the tender, please contact: <table><tr><td></td><td>(1)</td><td>(2)</td></tr><tr><td>Name</td><td></td><td></td></tr><tr><td>Landline No.</td><td></td><td></td></tr><tr><td>Mobile No.</td><td></td><td></td></tr><tr><td>Email</td><td></td><td></td></tr><tr><td>Dept.</td><td></td><td></td></tr><tr><td>Address</td><td></td><td></td></tr><tr><td>Fax</td><td></td><td></td></tr></table>		(1)	(2)	Name			Landline No.			Mobile No.			Email			Dept.			Address			Fax		
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31	Fraud Prevention Policy : 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 www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.																								
32	Integrity Commitment: 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 www.bhel.com. Integrity commitment, performance of the contract and punitive action thereof :																								
32.1	Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.																								
32.2	Commitment by bidder / Supplier / Contractor :																								



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32.2.1	- 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. - 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 - The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.
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 www.bhel.com and / or under applicable legal provisions.
32.2.3	Preventive checks to eliminate suspected cartel formation between suppliers The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines Declaration by Bidders We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____ 1.0 _____ 2.0 _____ 3.0 _____ 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 _____. (_____) For M/s _____ Seal and Sign
33	Public Procurement (Preference to Make in India), Order 2017 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 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. Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.
34	RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines
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	Bidder from a country which shares a land border with India" for the purpose of this order means: - - An entity incorporated, established or registered in such a country; or - A subsidiary of an entity incorporated, established or registered in such a country; or - An entity substantially controlled through entities incorporated, established or registered in such a county; or - An entity whose beneficial owner is situated in such a country; or



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	e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
34.4	The beneficial owner for the purpose of (iii) above will be as under: 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. Explanation – 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. 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. 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; 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; 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; 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.
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	Model certificate for Tenders <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>
35	Conflict of Interest: "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 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 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 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 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. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; or



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	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 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. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
36	Breach of contract, Remedies and Termination 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.
37	Option clause: 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.

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.