

**INSTRUCTION TO BIDDER REGARDING NIT CONDITIONS for BERG MAKE HYDRAULIC  
CHUCKING CYLINDER GLOBAL TENDER ENQUIRY NO. E1013054 DATED: 22.11.21 DUE ON  
21.12.21, 11:00 AM(IST)**

1. Please submit your offer in **TWO PART BID** SYSTEM i.e.: -

**1.1 Part-I Bid – Techno-Commercial Bid**

Documents to be submitted in this bid: -

- 1.1.1 Copy of receipt of online deposit at SBI collect in favor of BHEL Bhopal - tender fee
- 1.1.2 Complete technical details and commercial details of offer.
- 1.1.3 Confirmation to all technical conditions as indicated in Annexure-I (Technical)
- 1.1.4 Confirmation to all commercial conditions as indicated in annexure (commercial) Annexure-II (for Foreign vendors) with company's seal and authorized signature and
- 1.1.5 UN-PRICED Copy of the price bid (Annexure-III)
- 1.1.6 For applying for registration as a Supplier to BHEL, Please visit our website [www.bhel.com](http://www.bhel.com) and visit **Supplier registration link** for initiating Online Registration application. Two links **Online Supplier Registration Portal** and **Online Supplier Registration Portal Mirror link** have been provided on our website [www.bhel.com](http://www.bhel.com) under Supplier Registration for initiating Online Supplier Registration Application. You may click on either of the two links for initiating your Supplier Registration Application. It may be possible that due to heavy rush of applications only one of the mentioned links may be responding appropriately at a time. Parties registered with BHEL, Bhopal are exempted from filling the registration form.

**1.2 Part-II – Price Bid**

Documents to be submitted in this bid: -

Price Bid to be submitted in the Price Bid Format as per Annexure – IV (for Foreign bidders) enclosed.

2. All the two bids i.e Techno-commercial bid & price bid must be duly signed by representative of the firm and to be enclosed in separate sealed envelopes clearly indicating **Enquiry no E1013054 (PART-I - Techno-Commercial Bid)**, **Enquiry no. E1013054 (PART-II- PRICE BID)** on the respective envelopes. All the sealed envelopes are then to be put in one single envelope **super scribed with Enquiry No. and Due date**. Offer must reach our tender room latest by 11.00 AM (IST) on the due date mentioned in enquiry. Late offers shall not be considered in any condition.
3. **Tender fee:** Non-refundable tender fee Rs. 1000/- (Indian Rupee)/ USD 20/- / Euro 15/- to be paid online at "sbicollect" <https://www.onlinesbi.com/prelogin/collecthome.htm> >> Madhya Pradesh – Industry >> BHEL Bhopal >> Deposit of Tender cost & copy of receipt must be enclosed with Part – I Bid i.e. PQR bid.

***Please note that no mode of payment other than online payment is acceptable for tender fee. Offers of bidders who have not submitted the tender fee online may not be considered.***

4. Tenders to be submitted in tender box placed at BHEL Bhopal's tender room. The postal address of our **tender room** is: -

**In charge,  
Tender Room,  
Ground Floor, Administrative Building, Jawahar Bhavan,  
BHEL, Piplani,  
Bhopal – 462022 (India)**

5. **Tender Evaluation:** On due date of enquiry, only Techno-commercial bid offer (Part-I) shall be opened and after scrutiny, vendor who are qualified in Techno-commercial bid, (Part-II-Price Bid) of those vendors shall be opened in tender room, for which separate advance intimation shall be given.

After technical / commercial scrutiny, price bid (Part-II) of the vendors who are found technically & commercially in line with our requirement shall be opened, for which separate advance intimation shall be given.

6. **Tender Cost Evaluation**, shall be on the basis of delivered cost i.e. Landed/total cost to BHEL.

**(FOR FOREIGN VENDORS)**

Foreign exchange rate of 'TT selling rate of State Bank of India (SBI)' prevailing on the date of Part-I (PQR) bid opening shall be taken. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

7. Inspection for foreign vendor- Inspection shall be done at BHEL, BHOPAL, MP, India. However, TC/GC to be submitted before dispatch of material for our review.
8. **Penalty for Delay in Delivery:** Subject to force majeure conditions, Penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. In case of staggered delivery schedule, penalty shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value. Loading for penalty clause shall be to the extent to which it is not agreed to by the bidder (at offered value).
9. Firms on **HOLD** for particular PMD or **DELISTED** Firms at Bhopal Unit Level or **BANNED** firms at corporate level / who engage the services of the banned firms, are not allowed to participate in the tender and their offers shall be summarily rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).
10. Offers received after 11.00 A.M on due date shall be treated as "late" and shall not be entertained in any condition. Ensure timely submission of offer.
11. For any deviations from our standard terms & conditions, your offer will be rejected / loaded as per existing guide lines of BHEL.
12. NON-DISCLOSURE AGREEMENT (attached) to be signed and submitted along with offer by the bidders.
13. BHEL fraud prevention policy: The bidder along with its associate/collaborators.sub-contractor/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
14. Jurisdiction, Dispute Resolution, Settlement of Dispute & Arbitration, Force Majeure, Liquidated Damages, Risk & cost, Non-disclosure/confidentially agreements, integrity pact any other points having a legal angle shall have dealt with General Terms and conditions of Enquiry (BP200102). Arbitration clause of General conditions of contract shall be dealt with all amendment issued with BHEL- CORPORATE OFFICE dated 15/02/2017.

**15. DELIVERY**

Delivery shall be 60 days from the date of PO or the duration agreed during offer evaluation.

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

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with

construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

**Notes:**

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure.

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

Refer enclosures for its annexures and detail. Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018.

17. **Restrictions under 144 (xi) of the General Financial Rules (GFRs), 2017 (REF Govt. of India circular F. No. 6/18/2019-PPD dated 23.072020):**

Bidders to submit MODEL CERTIFICATE in company letter head duly sealed and signed by competent authority along with the PQR bid (PART –I). Format enclosed with Enquiry.

18. All Other terms & conditions shall be as per GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102 (available at B2B site of BHEL/vendors portal at [www.bhelbpl.co.in](http://www.bhelbpl.co.in)).

**Enclosures:**

1. Technical details
2. Non-disclosure agreement
3. Model Conciliation Clause
4. Duty Structure Illustration
5. Model certificate
6. GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102

**ANNEXURE – I (TECHNICAL)**

**Enquiry No.: - E1013054 for BERG MAKE HYDRAULIC CHUCKING CYLINDER**

1. Test certificates / guarantee certificates must be furnished in triplicate.
2. This is spare parts and Offer must be in line with our technical details from OEM manual.
3. Deviation, if any, should be clearly indicated in the offer. Separate Deviation sheet to be attached.

**ANNEXURE –II (COMMERCIAL): - COMMERCIAL TERMS FOR FOREIGN VENDORS**  
**(Submit the document with company's seal and authorized signature)**  
**Enquiry No.: - E1013054 for BERG MAKE HYDRAULIC CHUCKING CYLINDER**

S. No.	BHEL Term	Vendors remarks
1.	Prices shall be FIRM till execution of order inclusive of all testing charges.	
2.	Indicate Code of currency of your offer.	
3.	Indicate country of Origin of your quoted item (Original certificate of Country of Origin issued by Chamber of Commerce, to be furnish along with supply).	
4.	Inspection shall be done at BHEL, Bhopal and FINAL ACCEPTANCE OF MATERIAL SHALL BE GIVEN ONLY AFTER SUCCESSFUL TRIAL AT BHEL.	
5.	Prices to be furnished on CFR/CIF Nhava Sheva (JNPT) / Mumbai seaport basis.	
6.	Copy of Un priced bid clearly indicating item wise 'Quoted/Not Quoted' status for all items, freight, taxes etc. is submitted along with Techno-commercial bid part-I.	
7.	Pls. mention the name of the seaport related to delivery	
8.	Please indicate shipping approx. weight & dimension (LxWxH) of consignment mm in your offer.	
9.	Agency commission if any, to be included in FOB price and indicated separately as per price bid format annexure-IV.	
10.	Details of Indian agent, if any (contact no. / e-mails) are to be furnished.	
11.	<b>Delivery period</b> : Delivery shall be 60 days from the date of PO or the duration agreed during offer evaluation .	
12.	<b>PAYMENT TERMS: -</b> 100% payment through un-confirmed irrevocable Letter of Credit with 90 days usance period. L/c shall be established 30 days prior to readiness of material and shall be valid for another two months i.e the L/C shall remain valid for a period of 90 days from date of opening.  Or by Telegraphic Transfer within 90 days from the date of Bill of lading (B/L) /AWB.  In case BHEL considers Any other payment terms i.e L/c at sight, early payment etc, same shall be loaded @ SBI base rate + 6 % for the credit period short of 90 days for the purpose of bid evaluation.	
13.	L/C charges inside India to BHEL's A/C and out-side India to vendor's account. In case of delay in supply by the vendor, charges for extension of L/C (Inside & Outside) will have to be borne by vendor.	
14.	<b>Penalty: -</b> LD shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week or part thereof subject to a maximum of 10% of the total order value. Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value)	
15.	<b>Validity: -</b> The offer must be valid for 90 days from the date of opening of Part-I bid i.e. Techno-commercial bid opening.	
16.	Early delivery is acceptable subject to prior approval from BHEL.	
18.	Foreign exchange rate of 'TT selling rate of State Bank of India (SBI)' prevailing on the date of Part-I (PQR) bid opening shall be taken. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken	
19.	Other terms & conditions shall be as per GENERAL TERMS AND CONDITIONS OF ENQUIRY BP-200102 (available at B2B site of BHEL/vendors portal at www.bhelbpl.co.in).	
20.	Model Certificate, Non-disclosure agreement , duly sealed and signed enclosed with offer - Please Confirm.	
21.	Quotation Reference No. & date ,	
22.	email id and contact person name with contact Details	
23.	Any Other Remarks	

Note- Deviations in any commercial condition shall be suitably loaded in the offered price.

Signature of Vendor with date & Seal

**ANNEXURE – III: UNPRICED Bid Format (for Foreign Bidders)**  
**(Submit the document with company's seal and authorized signature)**

**Enquiry No.: - E1013054 for BERG MAKE HYDRAULIC CHUCKING CYLINDER**

Sr. No.	Item Description	Quantity	QUOTED/REGRET	Remarks (if any)
1.	BERG MAKE HYDRAULIC CHUCKING CYLINDER OSKL35:  BERG MAKE HYDRAULIC CHUCKING CYLINDER OSKL 35, IDENT-NO. 411.10530.000.0, F P MAX - 35/70 BAR, N M MAX 6300 MIN-1 / NM, OIL DRAIN PRESSURE P1 MAX. 0.2 BAR. FILTRATION FINENESS F-0.01 MM, CONTROL AS PER OEM'S DATA SHEET T/627/3 FOR CLAMPING / UNCLAMPING OF TOOL IN CNC ARBOGA DRILLING M/C OF HCM DIVISION BLCOK -1	1 No.		

**Total value of offer (in figures, Currency):** .....

**Total value of offer (in words)** : .....

Signature of Vendor  
with date & Seal

**ANNEXURE – IV: Price Bid Format (for Foreign vendors)  
(Submit the document with company's seal and authorized signature)**

**Enquiry No.: - E1013054 for BERG MAKE HYDRAULIC CHUCKING CYLINDER**

Sr. No.	Item Description	Quantity	Unit CFR/CIF rate Currency: ... (in figures & words)	CFR/CIF Value Currency: .... (in figures & words)	Remarks (if any)
1.	BERG MAKE HYDRAULIC CHUCKING CYLINDER OSKL35:  BERG MAKE HYDRAULIC CHUCKING CYLINDER OSKL 35, IDENT-NO. 411.10530.000.0, F P MAX - 35/70 BAR, N M MAX 6300 MIN-1 / NM, OIL DRAIN PRESSURE P1 MAX. 0.2 BAR. FILTRATION FINENESS F-0.01 MM, CONTROL AS PER OEM'S DATA SHEET T/627/3 FOR CLAMPING / UNCLAMPING OF TOOL IN CNC ARBOGA DRILLING M/C OF HCM DIVISION BLCOK -1	1 No.			

**Total value of offer (in figures, Currency):** .....

**Total value of offer (in words)** : .....

Signature of Vendor  
with date & Seal

**MODEL CERTIFICATE**

**Declaration for Restrictions under Rule 144 {xi}**  
**Of the General Financial Rules {GFRs}, 2017 - Dept. of Expenditure**  
**OM No.6/18/2019- PPD dated 23.07.2020**

*I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that M/s .....is not from such a country and is eligible to be considered.*

*(Company Seal & Sign)*

## **NON-DISCLOSURE AGREEMENT**

This non-disclosure agreement ("Agreement") is by and between Bharat Heavy Electricals Limited (hereinafter referred to as "BHEL") having its address at Piplani, Bhopal 462022 and ....., having a business address at ..... on this day ..... being the date when this agreement comes into force.

### **I. RECITALS**

A. BHEL and ..... wish to exchange certain information pertaining to model testing of Hydro turbine. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written, digital and machine-readable form, pertaining to the above which is indicated as confidential.

B. BHEL and ..... wish to exchange the information for the sole purpose of the subject Hydro project and each party regards certain parts of the Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as "Information").

C. BHEL is willing to disclose Information (as "Disclosing Party") and ..... is willing to receive Information (as "Receiving Party"), on the terms and conditions set forth herein.

### **II. AGREEMENT**

In furtherance to the above mentioned, BHEL and ..... agree to the following:

1. The Receiving Party will:
  - a. Not disclose Information of Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both parties in maintenance of confidential information.
  - b. Use the Information only for the above mentioned purpose;
  - c. Restrict disclosure of the Information of the Disclosing Party solely to those employees of Receiving Party having a need to know such Information in order to accomplish the purpose stated above;
  - d. Advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to agree to maintain those obligations.
  - e. Within fifteen (15) days of notice furnished by either party, the party receiving such notice shall return to the other Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to the other Party, in writing, the destruction of such materials.
  - f. Maintain, at all times, complete confidentiality of all data, information, drawings & documents, etc. belonging to BHEL and also of the procedures, reports, input documents, manuals, results and any other company documents discussed and/or generated and/or finalized during the course of execution of the order/contract.

2. The Information disclosed by BHEL and that finalized during the course of the order/contract shall remain the sole property of BHEL.
3. The Receiving Party will not export, directly or indirectly, any technical data acquired from Disclosing Party or any product (including papers, thesis, publications etc.) utilizing any such data to any third party, without first obtaining approval of the Disclosing Party.
4. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred (subject to contract).
5. Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Disclosing Party shall survive termination of this Agreement.

This agreement will be construed and governed in accordance with the laws of India. Any dispute arising out or in connection with the agreement shall be settled within the jurisdiction of Bhopal courts.

**IN WITNESS WHEREOF**, the parties have executed this agreement effective as of the date first written above.

For  
BHEL Bhopal

Name :  
Date :  
Witness :

For  
.....

Name :  
Date :  
Witness :

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

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure----- to this GCC.

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

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

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

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

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

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

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

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

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

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

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

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

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

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

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

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

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

**Representative of BHEL**

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

To,

BHEL

.....

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

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

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

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

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

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

Yours faithfully,

**(Signature with stamp)**

**Authorized Representative of Contractor**

**Name, with designation**

**Date**

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

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

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

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

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

## Duty Calculation revised as per Budget 2018

Sr No.	Duty Structure in case of assessment under Merit/ Full Duty			
1	Basic price (CIF value)	100.00		
2	Assessable Value	100.00		
3	Basic Custom Duty @ 7.5 %of (2)	7.50	Variable	Basic Custom Duty Rate depends upon the customs tariff
4	Social Welfare Surcharge @ 10% on BCD (3)	0.75		
5	IGST @18% on (2+3+4)	19.49	Variable	IGST Rate as per GST rate schedule
6	Total Duty without input tax credit (ITC) for IGST (3+4+5)	27.74		
7	Effective Duty with ITC (3+4)	8.25		



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## GENERAL TERMS AND CONDITIONS OF ENQUIRY

Sl.No.	Description
1	<b>General:</b>
A	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.
2	<b>General Instructions - Common for Indigenous &amp; Foreign enquiries</b>
A	<b>Through E- procurement</b>
A1	<ol style="list-style-type: none"><li>Offer shall be submitted by the bidders in single/two parts as called in Tender enquiry. Bid Part - I Technical cum Commercial bid Bid Part - II Price bid</li><li>Suppliers shall quote <b>price</b> on BHEL authorised third party service provider <b>e-procurement site</b>. Any deviation from the price format shall be clearly brought out in the offer Bid part I.</li></ol> <p>The offer shall be uploaded on BHEL e-procurement site using Class III digital signature. <b>Bidders to put sign and seal on all the uploaded documents.</b> The quotation should be uploaded on the site before due date and time.</p> <p>Part-I of the bid shall contain complete item-wise scope of supply as offered vis-à-vis the scope of supply as per enquiry, all commercial terms and conditions etc. It is expected that bidders shall meet all our technical and commercial requirements and shall not deviate from them.</p>
B	<b>Through tender room</b>
B1	Sealed bids are invited for scope of Supply / Services as detailed in the enquiry. The quotation should be neatly typed and free from over writing/ erasures. Any correction or addition must be authenticated. 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. 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.
B2	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 <b>un-priced copy</b> of the Price Bid should be kept in one envelope. Price Bid containing only the price (as called for in the price format where required) should be kept in a separate envelope. Both envelopes indicating Part —I or Part-II as the case may be to be put in a bigger envelope, which should be addressed to In charge, Tender Room, Bharat Heavy Electricals Ltd. 2 <sup>nd</sup> Floor, Jawahar Bhavan, Piplani, Bhopal 462022. Enquiry No., due date and bidder's name must be mentioned on all envelopes. Offer must reach tender room of BHEL Bhopal latest by 11.00 am IST on the enquiry due date. Bids submitted as single part bid against two – part bid, shall be rejected unless the offer is techno-commercially acceptable without seeking any clarification.
B3	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.
B4	Bidder can also submit offer through email, if called for in the enquiry, at the 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.
C	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
D	BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on <a href="http://www.bhel.com">www.bhel.com</a> ) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (available on <a href="http://www.bhel.com">www.bhel.com</a> ). The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price /envelope-sealed price)



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## GENERAL TERMS AND CONDITIONS OF ENQUIRY

	<p>thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.</p> <p>If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (available on <a href="http://www.bhel.com">www.bhel.com</a>).</p> <p>In case RA fails, sealed/E-proc price bids shall be opened in line with RA Guidelines. In case BHEL decides to open the sealed paper price bids, bids of all the techno-commercially acceptable bidders will be opened on the assigned date.</p>
E	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. Vendors, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
F	Offers shall be submitted directly by vendor or his authorized agent only. Unsolicited offers shall be summarily rejected.
G	Bid in single part or techno-commercial bid in <b>two-part</b> system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
H	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <i>30 days</i> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder opting out after submission of the bid.
I	<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>In case of changes in scope and / or technical specification and / or commercial terms &amp; conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on 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.</li></ol>
J	The bidders will submit Integrity Pact, duly signed by its authorized signatory, where called for in the enquiry.
K	Wherever the enquiry is issued to unregistered vendor, the bidder shall visit ' <a href="http://www.bhel.com">www.bhel.com</a> ' for submitting the online Supplier Registration Application. Price bids of such vendors, will be opened only on techno-commercial acceptance of bid & after supplier registration.
L	BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's approved vendor list.
M	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.
N	Goods shall be consigned to AGM (CRX), BHEL, Piplani, Bhopal - 462022, India, unless otherwise specified in the PO.
O	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. ( <a href="http://www.bhel.com">www.bhel.com</a> & <a href="http://www.bhelbpl.co.in">www.bhelbpl.co.in</a> ) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
P	In the course of evaluation, if more than one bidder happens to occupy <b>L-1</b> status and the order is to be placed on a single vendor, effective <b>L-1</b> will <b>be</b> decided in the order of availability of goods from Indigenous sources, suitability of delivery period to BHEL's requirements, vendor performance rating and quantum of past business volumes with the vendor in last 3 years, preceding the current financial year, for the same item. BHEL's decision in such situations shall be final and binding.
Q	The Purchaser can consider awarding tendered quantities among more than one bidder (after acceptance of LI 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 <b>LI</b> counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
R	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <b><u>besides BHEL taking appropriate punitive action as deemed fit.</u></b>
3	<b>Delivery Terms</b>
A	<b>Indigenous Purchase</b>



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**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

A1	Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the enquiry.	
B	<b>Foreign Purchase — Imports</b>	
B1	<ol style="list-style-type: none"> <li>1. Goods shall be despatched by Sea, unless stated otherwise in the enquiry or purchase order.</li> <li>2. Terms of Delivery for Sea shipment shall be on CFR / CIF basis with 14 days' detention free period preferably at Dry Port - ICD Mandideep (INMDD6) for FCL (Full Container Load) Cargo of GP &amp; HC Containers.</li> <li>3. For other cases - Other than GP &amp; HC Containers, LCL Cargo shall be delivered at Nhava Sheva (JNPT) &amp; Break-bulk Cargo at Mumbai (MPT).</li> <li>4. For Air consignments, the terms of delivery shall be FCA at BHEL nominated Airport.</li> <li>5. Freight amount shall be indicated separately in the offer in case of CIP/CFR/CIF.</li> <li>6. The number of detention free days and destination charges payable to shipping line must be mentioned in your offer and also on the Bill of Lading.</li> <li>7. Offer received on FOB basis may be considered on an exceptional basis. BHEL will load freight, marine insurance &amp; shipping line port handling charges etc to work out landed cost at Sea Port.</li> <li>8. Please visit BHEL Bhopal website <a href="http://www.bhelbpl.co.in">www.bhelbpl.co.in</a> for details of named Air ports and Sea ports. Name of the gateway port so chosen by the Seller shall be indicated by the Bidder in his offer.</li> </ol>	
B2	<ol style="list-style-type: none"> <li>1. For delivery of FCL (Full Container Load) cargo, the Bidder shall provide minimum <b>14 days' detention free period</b> from the date of delivery at Port of Discharge / Place of Delivery (in case of ICD). Wherever the detention free period offered is less than 14 days, the bids shall be <b>loaded</b> for the period short of 14 days' period.</li> <li>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 Seller's account.</u></li> </ol>	
4	<b>Vendor's particulars &amp; logistics information (Bidder to give details against each of the provisions)</b>	
A	Name of the vendor's executive to deal with this tender / project	
B	E-mail address of the contact person	
C	Telephone no. of the contact person	
D	Name of location from where the goods shall be offered for inspection and dispatch	
5	<b>Additional logistics information for Imports</b>	
A	Bid currency	
B	Charges applicable at discharge port up to BHEL's CFS (Container Freight Station) to be indicated in your offer and on the B/L	
C	Name of Airport in the country of dispatch for FCA delivery terms	
D	Estimated number, type & size of containers for delivery of tendered quantity (applicable where the goods are to be sent in FCL)	
E	No. of packages with cumulative gross weight and CBM volume (applicable for LCL & Break-bulk shipment)	
F	Approx. distance in km. from Vendor's works to Port of Loading	Sea port /Air port
6	<b>Delivery Schedule &amp; Completion date</b>	
A	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.</li> <li>• Seller shall deliver the goods in the manner and schedule agreed under the Purchase order.</li> <li>• Goods shall be delivered within contractual period or any extension thereof, if any, granted by the Purchaser.</li> <li>• 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.</li> <li>• BHEL reserves the right to cancel the order if material is not delivered within PO scheduled delivery.</li> </ul>	
B	In case of foreign supplies, the date of Bill of Lading (B/L) or AWB shall be taken as actual date of delivery.	
C	In case of Indigenous bidders, the date of delivery at named destination in India shall be taken as contractual delivery completion date where delivery terms are FOR destination. In case of 'Ex-works' delivery terms, the date of LR / RR shall be the contractual delivery completion date.	
7	<b>Transit Insurance</b>	



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## GENERAL TERMS AND CONDITIONS OF ENQUIRY

A	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. Seller shall inform dispatch particulars with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
8	<b>Force Majeure</b>
A	Notwithstanding anything contained in the contract, neither the Seller nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Seller along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries. Rescheduling of deliveries on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Seller to claim any increase in the price on whatsoever account. Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, Purchaser may takeover partly processed material at a mutually agreed price.
9	<b>Penalty for delayed performance.</b>
A	I. Subject to force majeure conditions, penalty shall be 0.5% of the total order value per week of delay or part thereof, subject a maximum of 10% of the total order value. Total order value above shall be item wise, lot wise order value. Any deviation based on specific requirement shall be specified separately in the NIT. II. However, in case of Capital Machine / BOP where staggered deliveries may be applicable, the penalty will be levied on total order value. III. In case of any amendment / revision, the penalty shall be linked to the amended / revised PO. IV. Any loading on penalty clause shall be to the extent to which it is not agreed to by the bidder ( at offered value)
B	If the material is not supplied within the agreed delivery period, BHEL reserves the right to cancel the order and purchase the material from alternate source(s) at the Risk and Cost of the Seller. In such an event, it shall be obligatory on the part of seller to make good any loss suffered by the purchaser.
C	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.
10	<b>Indian Agents and Agency commission</b>
A	BHEL prefers to deal directly with Foreign vendor, wherever required, for procurement of Goods. However if the Foreign Principal desires to avail services of an Indian Agent, then the Principal should ensure compliance to "regulatory guidelines" which will require submission of an agency agreement.
B	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.
C	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.
D	If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.
11	<b>Documentation:</b>
A	<b>Indigenous Purchase</b>
	Seller shall arrange to send to the consignee, Original Tax invoice (Buyer's copy and duplicate for Transporter), Commercial invoice in duplicate, consignee copy of LR & 2 sets each of Packing list, Test certificate, Guarantee / Warranty certificate, O & M manuals (where applicable), immediately on despatch of the goods. The distribution of such documents will be specified in the Purchase order. 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.
B	<b>Foreign Purchase — Imports</b>
	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



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**GENERAL TERMS AND CONDITIONS OF ENQUIRY**

	<p>Purchaser</p> <ol style="list-style-type: none"> <li>Express / Original 'Clean on board' Bill of Lading / AWB.</li> <li>One set of Commercial Invoice, Packing list indicating container-wise Gross weight, Net weight, CBM volume, No. of packages with Dimensions of each package.</li> <li>Original Certificate of Country of Origin issued by Chamber of Commerce.</li> <li>One set of Original Test Certificates and O&amp;M Manual where called for.</li> <li>Fumigation / Phyto Sanitary Certificate wherever cargo is packed in wooden packing or packing of plant origin material is used.</li> <li>Supplier should additionally forward 2 sets of original documents mentioned at point 1 to 5 along with original bill to Lading through any international courier service/registered airmail or AWB by captain's mail within three days of obtaining the same directly to the following:             <table border="0" style="width: 100%; margin-left: 20px;"> <tr> <td style="width: 50%; vertical-align: top;">               (i) AGM (M.S)                Regional Operations Division BHEL                14<sup>th</sup> Floor Centre-1                World Trade Centre, Cuffe Parade                Colaba, Mumbai 400 005 INDIA                Email - <a href="mailto:msseabpl@bhel.in">msseabpl@bhel.in</a> (In case of sea freight)  <a href="mailto:msair@bhel.in">msair@bhel.in</a> (In case of air freight)             </td> <td style="width: 50%; vertical-align: top;">               (ii) DGM (FIN- FP)                4<sup>th</sup> Floor, Administrative Bldg.                BHEL Bhopal - 462022 (India)                E-mail : <a href="mailto:fin_fp@bhelbpl.co.in">fin_fp@bhelbpl.co.in</a> </td> </tr> </table> </li> </ol> <p>And confirm forwarding details to AGM (MM- FE), BHEL Bhopal at <a href="mailto:mmfe@bhelbpl.co.in">mmfe@bhelbpl.co.in</a></p> <ol style="list-style-type: none"> <li>In case the Seller decides to negotiate all 3 originals of B/L / AWB along with all original documents through negotiating Bank, non-negotiable documents (NNDs) consisting of copy of B/L / AWB &amp; documents mentioned at Sl. no. 11- B2 to B5 will be sent by e-mail to the Purchaser at his e-mail address given in the PO with one copy to be mailed at <a href="mailto:mmfe@bhelbpl.co.in">mmfe@bhelbpl.co.in</a> &amp; <a href="mailto:msseabpl@bhel.in">msseabpl@bhel.in</a> (for sea shipment) or <a href="mailto:msair@bhel.in">msair@bhel.in</a> (for air shipment). Other documents, as required, will be separately indicated in the Purchase Order. Additional expenditure, if any, incurred by the Purchaser by way of detention / demurrage, resulting out of delay attributable to the Seller in providing Negotiable documents, will be recovered from the Seller.</li> </ol> <p>In case any discrepancy is raised by bankers / BHEL with respect to documents submitted, vendor to facilitate clearance of goods through Delivery Order.</p>	(i) AGM (M.S) Regional Operations Division BHEL 14 <sup>th</sup> Floor Centre-1 World Trade Centre, Cuffe Parade Colaba, Mumbai 400 005 INDIA Email - <a href="mailto:msseabpl@bhel.in">msseabpl@bhel.in</a> (In case of sea freight) <a href="mailto:msair@bhel.in">msair@bhel.in</a> (In case of air freight)	(ii) DGM (FIN- FP) 4 <sup>th</sup> Floor, Administrative Bldg. BHEL Bhopal - 462022 (India) E-mail : <a href="mailto:fin_fp@bhelbpl.co.in">fin_fp@bhelbpl.co.in</a>
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C	<b>General</b>		
	<ol style="list-style-type: none"> <li>For Hazardous chemicals, the materials safety data sheet (MSDS) is to be submitted.</li> <li>All certificates as called must be sent. BHEL may test any goods supplied and their decision is final irrespective of supplier's certificates. If test certificate and guarantee certificate are not received along with the document and stipulated in these specifications, BHEL reserves the right to get the material tested and recover the expenses from the supplier without awaiting supplier's confirmation</li> </ol>		
12	<b>Pricing Terms</b>		
A	Prices once quoted shall remain firm within the validity or any extension thereof for placement of order, till complete execution of the order, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & PO. In case of foreign vendors, the quoted price shall be taken as inclusive of Third Party Inspection and testing charges as called for in the NIT.		
13	<b>Price Validity :</b>		
A	Unless stated otherwise in the enquiry, offer shall be valid for a period of 90 days from the date of Techno- commercial (Part-I) bid opening date.		
14	<b>Taxes &amp; Duties - Indigenous Purchase</b>		
	Vendor to ensure timely remittance of SGST, CGST , IGST as applicable in time as per law.		
	Vendor to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10 <sup>th</sup> of next calendar month in the online GST portal wherever applicable.		
	Vendors to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment alongwith invoice.		
	Vendor to submit invoices compliant with GST invoice Rules		
	Vendors 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 vendors shall be borne by them and shall be adjusted / recovered from the vendors. 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.		
	Vendor to ensure TAX INVOICE submission along with consignment		
	In respect of cases where the liability to discharge GST is on BHEL under reverse charge mechanism, vendors 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 vendor on submission or delivery of material / services the same shall be passed on to them.		



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	In respect of free issue material by BHEL, vendors 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 vendor, the additional financial implications on BHEL shall be passed on to the vendor
	Vendors to provide the applicable HSN / SAC codes as called for in the enquiry
	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
15.	<b>Taxes &amp; Duties - Foreign Purchase — Imports</b>
	The offered prices shall be inclusive of all the Taxes and duties as applicable in the country of bidder / country of dispatch for the quoted CFR / CIF price.
16	<b>Payment Terms-</b>
A	<b>Indigenous:</b> 100% payment in 90 days of receipt (45 days for MSE including NSIC/ Udyog Aadhar registered suppliers as per relevant act in force), subject to acceptance of material at BHEL, on direct presentation of the documents. 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.
B	<b>Foreign:</b> 100% against irrevocable, unconfirmed LC, payable within 90 days of the Bill of Lading (B/L) date or Payment terms of CAD payable on 90 <sup>th</sup> day of B/L / AWB. In case BHEL considers any deviation in payment terms i.e. early payment based on vendor's request, then bids shall be evaluated with loading of State bank of India Base rate plus 6%, for the credit period short of 90 days. The LC shall be established 2 months prior to shipment date, valid for period of 90 days, unless agreed otherwise.
C	Foreign vendors to submit declaration of <b>Permanent Establishment and Business Connection (PEBC)</b> for remittances purpose. Declaration to be submitted in formats either in Annexure A or B whichever is applicable as per their transaction entered into with BHEL. In the absence of certificates from the vendor, withholding tax at applicable rates along with surcharge and cess will be recovered at the time of remittance to the vendor.
D	Foreign vendors to submit <b>Tax Residency Certificate (TRC) &amp; Form 10F</b> (for obtaining DTAA benefits) as per Annexure C in respect of services. The TRC (tax residency certificate) is to be issued by the authorities of the government of vendor'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 vendor as a declaration.
17	<b>Inspection of Goods</b>
A	The Seller 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.
B	Purchaser or his authorized representative shall be entitled to carry out inspection of material and workmanship/Surveillance Audit at Seller's premises or at his sub-contractor's premises at all reasonable times during execution of contract; Such inspection, examination and testing, if made, shall not absolve the Seller from his obligations under the contract. 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.
C	BHEL's representative from unit or Corporate Quality (CQ) is authorised to carry out audits along with TPIA at vendor's works before clearing the items for despatch.
D	All costs related to inspections and re-inspections shall be borne by the Seller. 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 vendors, the cost of third party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
E	<b>REJECTION:</b> If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost of supplier:  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



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	<p>supplier thereafter.</p> <p style="text-align: center;">Or</p> <p>c) In case payment has been done, allow supplier to refund equivalent value of rejected material by NEFT / RTGS or furnish Bank Guarantee for same amount before lifting the rejected goods. Fresh replacement shall be regulated as per terms and condition of the original Purchase Order. In case payment has not been done, allow the supplier, wherever mutually agreed, to rectify the rejected goods at supplier's works within reasonable time as fixed by BHEL.</p> <p style="text-align: center;">Or</p> <p>d) Take alternate procurement action from elsewhere and recover the difference in total cost to BHEL including services, if any, incurred by BHEL in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase.</p> <p style="text-align: center;">Or</p> <p>e) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss, if any, from the supplier.</p> <p style="text-align: center;">Or</p> <p>f) Any goods rejected by BHEL must be removed by the supplier after making payment through NEFT / RTGS within 45 days from the date of intimation of rejection or 30 days after receipt of the intimation of rejection whichever is earlier. If vendor fails to lift or allow despatch of rejected material at his cost within 90 days from the intimation of rejection, his claim on rejected material shall cease.</p>
18	<b>Guarantee / Warranty and corresponding Repairs / Replacement of Goods</b>
A	<p>Manufacturer's works test/infection certificates shall be furnished along with the guarantee that material conforms strictly to the specification for general &amp; special conditions as laid down in the purchase order. Goods shall comply with the specifications for material, workmanship and performance. The warranty shall be for a period of 12 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores/ designated destination basis) within such period. In the event of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods &amp; disposal of rejections, at the risk &amp; cost of the Seller.</p> <p>In case the defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor's works, the Seller shall be responsible for free replacement/ repair of the goods as required by the purchaser.</p>
19	<b>Evaluation and Loading Criteria:</b>
	<p>Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the technical scope and commercial conditions finalized after techno-commercial clarifications (after considering, inter alia, Customs Duty and GST / Other taxes as applicable). Exchange rate (TT selling rate of State Bank of India) applicable on the date of Part-I bid opening shall be considered for evaluation of foreign bids. If the relevant day happens to be a bank holiday in India, then the FOREX rate as on the previous bank working day shall be taken for evaluation.</p> <p>Foreign suppliers shall ensure that the benefits as applicable under Comprehensive Economic Partnership Agreement (CEPA) with Government of India are disclosed in the bid &amp; relevant documents such as Certificate of Country of Origin, issued by the appropriate authority in the country of Export, is provided by the vendor along with dispatch documents. Bids shall be evaluated with such applicable benefits. In the event of Seller failing to provide appropriate documents for Purchaser to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the Seller's account.</p>
20	<b>Variation of orders</b>
	<p>No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.</p>
21	<b>Sub-contract</b>
	<p>BHEL's order or part thereof, 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.</p>
22	<b>Recovery / deductions of amount from supplier</b>
	<p>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.</p> <p>b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.</p>
23	<b>Safety clause for purchase orders</b>
	<p>The vendors 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</p>



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	<p>Inspection Agency for performing inspection. The vendor 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.</p>
24	<b>Non-Disclosure Agreement</b>
	<p>All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <b><u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u></b></p>
	<p>DRAWINGS, PATTERNS &amp; TOOLS: All drawings, patterns &amp; 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 &amp; tools should be returned to BHEL within 90 days of issue of the same.</p>
25	<b>Settlement of Disputes &amp; Arbitration</b>
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
D	<p>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.</p> <p>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.</p> <p>The cost of arbitration shall be borne as per award of the Arbitrator.</p> <p>Subject to the arbitration in terms of Clause above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> <p><b>In case of Contract with Public Sector Enterprise (PSE) or Government Department, the following shall be applicable :</b> In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>
E	The Seller shall continue to perform the contract, pending settlement of dispute(s).
26	<b>Applicable Laws and Jurisdiction of Courts</b>
	<p>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</p>



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	shall have sole jurisdiction.
27	<b>RIGHT OF REJECTION /NON- PLACEMENT OF PO:</b> BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.
28	<b>Performance Bank Guarantee (PBG)/ Security Deposit (SD):</b>
A	Wherever PBG (covering equipment / system / work performance guarantee) is called for in the Notice Inviting Tender (NIT) deviation shall not be accepted.
B	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.
C	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
D	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.
E	Wherever the contract is for supply of Goods processed on labour basis from BHEL supplied materials, the materials shall be issued against a suitable Bank guarantee as specified in the Enquiry.
29	<b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) — Indigenous Purchase</b>
A	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.
B	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 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). In case of indivisible tender the full quantity shall be awarded to L1.
C	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.
D	MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (As per BHEL Format, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. 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 documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer
30	<b>Integrity Pact (IP) — Independent external monitors (IEM)</b> For tenders in which integrity pact is applicable, following points stand valid :
A	IP is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. 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



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B	<p>Please refer section 8 of the IP for roles and responsibilities of IEMs. In case of any complaint arising out of tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><b>NOTE :</b> No routine correspondence shall be addressed to the IEM (phone / post/e-mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.</p> <p><b>For all clarifications/ issues related to the tender, Please contact:</b></p> <table border="1" data-bbox="323 479 1374 748"> <thead> <tr> <th></th> <th>( 1 )</th> <th>( 2 )</th> </tr> </thead> <tbody> <tr> <td><b>Name</b></td> <td></td> <td></td> </tr> <tr> <td><b>Landline No.</b></td> <td></td> <td></td> </tr> <tr> <td><b>Mobile No.</b></td> <td></td> <td></td> </tr> <tr> <td><b>Email</b></td> <td></td> <td></td> </tr> <tr> <td><b>Deptt</b></td> <td></td> <td></td> </tr> <tr> <td><b>Address</b></td> <td></td> <td></td> </tr> <tr> <td><b>Fax</b></td> <td></td> <td></td> </tr> </tbody> </table>		( 1 )	( 2 )	<b>Name</b>			<b>Landline No.</b>			<b>Mobile No.</b>			<b>Email</b>			<b>Deptt</b>			<b>Address</b>			<b>Fax</b>		
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31	<p><b>Fraud Prevention Policy :</b> The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.</p>																								
32	<p><b>Integrity Commitment:</b> The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>. Integrity commitment, performance of the contract and punitive action thereof :</p>																								
A	<p><b>Commitment by BHEL :</b> BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.</p>																								
B	<p><b>Commitment by bidder / Supplier / Contractor :</b></p> <ul style="list-style-type: none"> <li>- The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India.</li> <li>- The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL</li> <li>- The bidder / supplier / contractor will perform / execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.</li> </ul>																								
C	<p>If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions.</p>																								