

## **ANNEXURE - A**

### **ENQUIRY NO.- E6643104 FOR RATE CONTRACT FOR BRACING RING ON FINISH BASIS**

#### **INSTRUCTIONS FOR SUBMITTING QUOTATION AGAINST “TWO PART BID” SYSTEM**

- 1) Sealed tenders are invited in Two-Part Bid system Rate contract for supply of **Bracing Ring** to various BHEL's drawings and terms & conditions as per Annexure-“A” , “B”, “C” and enquiry format enclosed.
- 2) Rates to be quoted in terms of **Rupees per kg** basis for above items, as per details given in our Enquiry sheet.
- 3) Quotations should be submitted in two parts, namely:
  - a) **PART -- I : Techno- Commercial bid**  
Part – I bid shall be submitted through E-procurement.
  - b) **PART -- II : Price Bid**  
Part – II bid shall be submitted through E-procurement.  
The price bids of only techno commercial acceptable tenders(s) shall be considered.

#### **Document to be submitted along with quotation (Part I) : -**

- a) **Techno-commercial format (duly filled)**
- b) **Local content declaration**
- c) **Udyam registration certificate**
- d) **BHEL GTC, PO Terms & conditions, Annexure A, B, C & technical format with signature and seal.**

**ANNEXURE - B**  
**ENQUIRY NO E6643104 RATE CONTRACT FOR SUPPLY OF BRACING RING ON**  
**FINISH BASIS**

*Terms & conditions Of Enquiry for "Finished basis jobs" in addition to indigenous terms and conditions from BP-200102B.*

**1.0 SCOPE OF WORK:-**

- 1.1 Sealed tenders are invited for Rate contract for supply of Bracing Ring as mentioned in the enquiry format as per BHEL drawings and specifications.
- 1.2 Scope of work shall include completion of all the work operations as per BHEL drawings, specifications and delivery of the goods to BHEL stores in accordance with the drawings specification, technical scope, annexure & other relevant documents etc. of our enquiry.
- 1.3 Supplier identification is mandatory & to be marked on each job with information as mentioned :-  
a) PO No & PO item no, b) Drawing No, c) Manufacturers/ Suppliers name.
- 1.3 Reference drawings are 14026146001 Rev 43, 34026146113 Rev 17, 34026146141 Rev 18, 44020546234 Rev 26 & similar types of drg. However actual drawing will be given at the time of individual PO placement against RC.
- 1.3 All technical requirements should be as per drawing & specification with latest revision and dimension should be maintained as per PO requirement/Drg.
- 1.4 TC & GC will be required for each supply.
- 1.5 QAP no QA/MT/BOI/079 Rev 00 is applicable.
- 1.6 Material is required as per specification/Drg.
- 1.7 BHEL reserves the right to reject each Bracing Ring subject to unsatisfactory.
- 1.8 Soon after rejection of Bracing Ring, it is to be ensured by supplier that rejected item should be taken back maximum within one week after communication for rectification/ replacement & supply back the rectified/ fresh material to BHEL Bhopal within 20 days from rejection. In the event of non-lifting of rejected material by supplier, BHEL will not be responsible for loss of such items to the supplier in any case.
- 1.9 Tools, Jigs & Fixtures will not be provided by BHEL.

**2.0 RATES:-**

- 2.1 Rates should be quoted in Rs per Kg. F.O.R BHEL Stores (inclusive of P & F, transportation and inspection charges), exclusive of taxes & duties, However individual Purchase order for all items against RC will be issued on number basis. The calculation of weight Bracing Ring :-  
**Weight in Kg =  $3.14 \times 1.85 \times \text{Thickness} \times (D^2 - d^2)/4$ .**  
**(3.14 is value of  $\pi$ , 1.85 is specific gravity of material, D – outer dia, d – inner dia).**
- 2.2 Variation up to +/- 5% in weight shall be acceptable w.r.t calculation of weight of bracing ring per numbers.
- 2.3 Rates shall remain firm during execution of the Purchase order.

**3.0 TAXES & DUTIES:-**

- 3.1 Taxes and duties will be paid extra as applicable on the date/dates of contractual delivery or actual delivery whichever or lower.
- 3.2 Parties shall declare on their invoice, GSTIN, BHEL Bhopal GSTIN, HSN/SAC, CGST/SGST/IGST, Type of supplier as applicable and also communicate subsequent changes where ever not submitted.
- 3.3 Any loss / damages / penalties that are suffered by BHEL on any statutory Duties and levies due to delay in deliveries by the subcontractor shall be deducted from the subcontractor's bill/account.

**4.0 BASIS OF EVALUTION:-**

- 4.1 Only offers received before due date & time and meeting the terms and conditions of the enquiry will be considered.

- 4.2 Offer not meeting BHEL requirements will not be consider for evaluation.
- 4.2 All the offers shall be compared for **individual item wise** total cost to BHEL at BHEL Stores
- 4.3 “In the course of evaluation , if more than one bidder happens to occupy L-1 status, then L1 shall be decided as per **clause no. 2.3.12 of GTC**”.
- 4.4 GST shall be taken wherever it is not indicated in the offer for arriving the price to BHEL Bhopal.

## **5.0 TERMS OF PAYMENT:-**

As per BHEL norms, 100% payment shall be made within 90 days after receipt and acceptance of material at BHEL BHOPAL against Stores Receipt Voucher. Those who covered in MSMED act 2006 and proper documents already given to BHEL, they will be paid within 45 days. Any offer indicating payment terms other than stated above will be suitably loaded.

As per BHEL circular, to ensure the latest/updated/revised MSME status of supplier, please arrange to furnish any of the following documents to get the benefit of MSE act (i.e. micro or small) as per relevant act in force.

(i) Entrepreneurs Memorandum part II (EM II) Certificate with deemed validity of 2 years. **OR**

(ii) **EM II Certificate with Chartered Accountant (CA) Certificate as per prescribed format for the year. OR**

(iii) Valid Udyam registration Certificate.

If you produce any of the above documents, then only you will be eligible for MSE benefits like payment within 45 days etc. under MSME Act 2006 & Public Procurement Policy for MSE, 2012.

- 6.0 **VALIDITY OF RATE CONTRACT:-** Rate Contract is valid **for one year (12 Month) from date** of issue of RC Letter. BHEL may exercise the right to short close the RC at any time. Alternatively, the RC may be extended for the time frame/quantity upon mutual consent at a later date.

## **7.0 DELIVERY PERIOD:-**

Delivery period should be quoted in number of days/weeks **Delivery date will be within 30 days from the date of issue of PO and subsequent lots delivery shall be as per PO requirement against RC.** Vendor may please be ensured that offered delivery shall be as per NIT requirement, else their offer may be liable to rejection.

- 8.0 **VALIDITY OF OFFER:-** Quotation should be valid for a period of minimum 90 days from the date of opening of tender.

## **9.0 SPLITTING OF TENDER QUANTITY: -**

- a) BHEL intend to split the ordering of the tendered quantity, hence your offer should be valid for part quantity also. Distribution of the tendered quantity is envisaged among two vendors in the ratio of L1=70%, & L2=30%, and the same would be based on their standing position as per Part-II price bid opening.
- b) Tender quantity will be split amongst number of vendors as indicated above, as per tender splitting criteria given above. L1 would be awarded contract for quantity as indicated in the tender splitting clause above. For the rest of the tender quantity, the L-1 rates / lowest accepted rate will be counter offered to the other higher quoting vendor (s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting vendor(s) for the respective quantity as per splitting criteria. In case of non-acceptance of the counter offer by some of the next higher quoting vendor(s), left over quantity would be allocated to next higher quoting vendors. In case counter offered rates are not accepted by any of the subsequent vendors, the left over quantity will be placed to L1 vendor subject to their confirmation and subject to quoted quantity limit and after getting consent on mutually agreed delivery schedule for the additional quantity.
- c) Whenever the numbers of qualified vendors are two the quantity distribution shall be limited to one vendor and 100% quantity of tender may be given to L1, subject to their consent as per above clause b).

## **10.0 INSPECTION:-**

Inspection would be done by BHEL/BHEL authorize agency as per QAP/drawing/doc as applicable.

**Loading factor for inspection charges done by BHEL: Stage and final inspection is in BHEL scope hence a loading factor @Inspection Charges (0.242% - loading on basic rate) for local inspection (in and around Bhopal) and for outside Bhopal inspection @ 0.1735% -loading on basic rate will be done to arrive at landed cost to BHEL hence Pls take cognizance of loading factor for Inspection Charges while submitting your quotations.**

**11.0 PENALTY:-**

The delay in delivery would be subject to penalty @1/2 % per week subject to max. 10% of PO value as per BHEL's standard PO terms and condition OR as revised by BHEL time to time.

**12.0 SUPPLY CAPACITY:-**

The suppliers must indicate their capacity to supply of **Bracing Ring per month in KG**, keeping in view the work load already in hand and shall be committed to BHEL for supply as per the capacity indicated by them. Monthly requirement for item is **nil to 500 kg**.

**13.0 REVERSE AUCTION**

Reverse Auction shall not be conducted for this enquiry.

**14.0 SPECIAL TERMS AND CONDITION:-**

**14.1 *Public Procurement (Preference to make in India) clause:***

*"For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ Non Local supplier and purchase preference to Class I local supplier, is as defined in public Procurement (Preference to make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by 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".  
Bidders to indicate in their bid if they are not Class-I local supplier (Local content equal to or more than 50%).*

**14.2** *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.*

**15.0 CONFLICT OF INTREST AMONG BIDDER:-** "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:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal;
- 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..”

#### **16.0 BHEL RESERVES RIGHT TO CANCEL:-**

- 16.1 Our requirement part or full at any stage of the tender finalization (or) even after finalization of tender.
- 16.2 Or forfeit the chance in tender, if any vendor(s) found to be “unsatisfactory” during our assessment processes/non-compliance of statutory requirements etc. as required for “vendor registration” during/after the processes of finalization of contract.
- 16.3 The order(s), if any vendor (s) found to be “unsatisfactory” during our periodical assessment processes / review of assessment processes/ non-compliance of statutory requirements etc. as required for “vendor registration” during the execution of order(s).
- 16.4 Divert order(s) in case of non-submission/ delay in submission/delay in lifting the material/delay in completing the work/ in-sufficient amount of bank guarantee/non-execution of orders by vendor(s) at the risk and cost of vendor (s).
- 16.5 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.
- 17.0 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.
- 18.0 **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.

#### **19.0 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.

(Ajit Kumar )  
Engineer (ASC)

## **ANNEXURE - C**

### **Price Calculation Sheet-E6643104**

		<b>Supplier (in and around Bhopal)</b>	<b>Supplier (Outside BHOPAL)</b>
<b>S.No.</b>	<b><u>Rate Description</u></b>	<b><u>Rate (Rs. Per Kg)</u></b>	<b><u>Rate (Rs. Per Kg)</u></b>
1	<b>Basic Rate</b> (inclusive of Packing & Forwarding and To & Fro Transportation)	100.00	100.00
1.a	* <b>CGST (9%) +SGST(9%)</b> = 18% of basic rate OR * <b>IGST</b> = 18% of basic rate  (if applicable)	18.00	18.00
2	<b>Subtotal (1+1.a)</b>	118.00	118.00
3	<b>TPIA</b> charges = 0.242/0.1735 of basic rate	0.242	0.1735
4	<b>Subtotal (2+3)</b>	118.242	118.1735
5	<b>Less ((CGST + SGST) OR IGST) =(1a)</b>	18.00	18.00
6	<b>Total cost to BHEL (4-5)</b>	<b>100.242</b>	<b>100.1735</b>

**NOTE:**

- Vendors have to quote rate in Rs per Kg as per Sl. No. 6 above i.e. **Total cost to BHEL**.
- For PO placement (in case of order), Basic rate (inclusive of Packing & Forwarding and To & Fro Transportation) will be derived from **total cost to BHEL (sl no 6)**.
- Rates appeared in above table are only for reference purpose only.
- \* CGST & SGST may vary as per item.

Engineer (ASC)

**Bharat Heavy Electrical Limited Bhopal**  
**Ancillary & Subcontracting Department**  
**Tender Notice No: ASC /E6643104**

- Sealed e-tender are invited in **Two-Part Bid** for “Bracing Ring.” As per Enquiry No. E6643104. All annexures enclosed, should be **signed, sealed/ stamped & submitted** along with techno-commercial bid (Part-I). **Vendor has to be submit quotation through e-procurement site <https://eprocurebhel.co.in>**

**Procedure to submit tender:** - Quotations should be submitted in two parts. Tender is to be submitted through online mode only by logging into BHEL e-procurement website <https://eprocurebhel.co.in> till due date. Offers can be submitted through online process only and thus vendor necessarily require to buy Class-III Digital signature certificates (DSC) issued by certifying authorities in India (for details visit <http://www.cca.gov.in>) with signing and encryption facility.

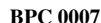
**Note: -**

- 1) Paper bid is not acceptable; tender should be submitted online (e-procurement portal).
- 2) Duly filled registration form (available at [www.bhel.com](http://www.bhel.com)) should be submitted by non-registered vendor, however parties registered with BHEL ,Bhopal are exempted for registration form submission.
- 3) All documents uploaded in e-portal along with the offer should be signed and sealed on each page.
- 4) All corrigendum, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL websites ([www.bhelbpl.co.in](http://www.bhelbpl.co.in) and [www.bhel.com](http://www.bhel.com)) only. Bidders should regularly visit web sites to keep themselves updated.

<b>Checklist for Supplying Bracing Ring (Hard) as per BHEL Enquiry drawing, Specification &amp; QA Plan.</b>		
<u>Ref no: AME/CHECKLIST/BRACING-RING-HARD/01</u>		<u>Date: 24-10-2024</u>
<b>S.No.</b>	<b>Description of pre-qualification requirement</b>	<b>Complied (Yes / No)</b>
1.	Specific confirmation to supply the <b>Bracing Ring (Hard)</b> as per <b>BHEL Enquiry drawing and specification.</b>	
2.	Specific confirmation to follow the <b>BHEL Quality Assurance plan QA/MT/BOI/079, Rev.00.</b>	

(Vaibhav Panchbhai)  
Manager / AME





## ENQUIRY

## TWO PART BID

भारत हेवी इलेक्ट्रिकल्स लिमिटेड, पिपलानी, भोपाल - ४६२०२२(भारत)  
सामग्री प्रबंधन विभाग  
BHARAT HEAVY ELECTRICALS LIMITED, PIPLANI, BHOPAL - 462022(INDIA)  
MATERIALS MANAGEMENT DIVISION

TIN NO. 23573600001	ECC NO. AAACB4146PXM009	MPCT NO. HEL/05/01/0001/S15/11/79
PHONE: 91-755-2500100 (7 LINE)	FAX: 91-755-2500023	WWW.BHEL.BHOPAL.COM

ENQUIRY NO	E6643104
ENQUIRY DATE	04/02/25
ENQUIRY DUE DATE	14/02/25

SUPP NAME AND ADDRESS	SUPP CODE	REV CD	REV NO	REV DATE	NO OF CATY2	NO OF CATY3	ENQ NO OF ITEMS	INDENT NO
OFFICE COPY		1	0	NA	0	0	1	221740036
	GUARANTEE CERTIFICATE		Y	SUPPLY CONDITION AS PER ANNEXURE - I				
	TEST CERTIFICATE		Y					
	INSTRUCTION BOOKLET		N	TECHNICAL CONDITION AS PER ANNEXURE - I				
	SAMPLE		N					
	GATE PASS		Y	INSPECTION CONDITION AS PER ANNEXURE - I				

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

[illegible]

<b>REMARK</b>	1. PLEASE SUBMIT YOUR QUOTATION AS PER GST REGIME. 2. THIS IS FINISH BASIS ENQUIRY TO ENTER INTO RATE CONTRACT FOR ONE YEAR (12 MONTH). 3. RA SHALL NOT BECONDUCTED.4.TOTAL QTY WILL BE DISTRIBUTED AMONG 2 VENDORS IN THE RATIO OF 70:30%. 5. MATERIAL IS REQUIRED WITHIN 30 DAYS FORM THE DATE OF ISSUE OF POAND SUBSEQUENT LOT DELIVERY SHALL BE AS PER PO. 6. DRAWINGS PROVIDED WITH TENDER ENQUIRY IS FOR REFERENCE PURPOSE ONLY. ACTUAL DRAWINGS SHALL BEPROVIDED ALONG WITH POS (ISSUED AGAINST RC). 7. PLEASE REFER ANNEXURE-A, B, C D FOR DETAIL QTY DISTRIBUTION, DELIVERY PERRIOD, OREDERING CONDITION ANDOTHER TERMS & CONDITIONS. NOTE : PLEASE FURNISH ANNEXURE 'A', B C & D WITH SIGN & SEAL ON EACH PAGE ALONG WITH PART-I OF BID. VENDOR HAS TO QUOTE IN RSPER KG AND UNIT OF PO AGAINST RC WILL BE IN NUMBERS
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<b>DRAWING</b>	<b>Y</b>	<b>PURCH SPEC</b>	<b>Y</b>	<b>CATALOUGE</b>	<b>N</b>	<b>PLAN</b>	<b>Y</b>	<b>TWO PART BID</b>	<b>Y</b>
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S.NO	INDENT NO	ITEM NO	CATEGORY	ENQUIRY QTY.
1	221740036	1	228200	4000.000

**NOTE:**BHEL,BHOPAL'S Standard Terms & Conditions BP4255/MM5533 rev02 for imports and BP4255/MM5527 rev03 for indigeneous procurements form a part of this Enquiry.Bidders may obtain from us copies of these terms and conditions if not already available.

**SPECIAL REMARKS**

**NAME :** SHRI AJIT KUMAR  
**DESG :** ENGINEER

**SIGN & SEAL**

# ENQUIRY



BP 200102B

# HEAVY ELECTRICALS PLANT, BHOPAL

## GENERAL TERMS AND CONDITIONS OF ENQUIRY

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



BP 200102B

## HEAVY ELECTRICALS PLANT, BHOPAL

### GENERAL TERMS AND CONDITIONS OF ENQUIRY

	mail subject should contain Enquiry Number, Due date and Bidder name. Bidder address including contact details shall be mentioned in the content of the mail. Without these details, the offer is liable for rejection. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.
2.3	<b>Through tender room or EProcurement</b>
2.3.1	Commercial Conditions quoted by the bidder in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on the Purchaser and the conditions contained in this annexure, including special conditions, if any, for this enquiry shall only prevail.
2.3.2	Rate should be quoted in the units asked for in the enquiry. The rates should be quoted both in figures and words. In case of discrepancy in figures and words, the rates quoted in words shall be considered.
2.3.3	The goods offered shall conform to BHEL specifications and / or National/International standards as mentioned in the Enquiry and the bidder is required to confirm his unconditional acceptance to the same. Bidders, seeking deviations from the specifications and any other conditions, may indicate the same clearly on a separate sheet indicating Sl. No. of the item, with reasons for such deviations. BHEL reserves the right to reject the offer with deviations or load the deviations suitably for evaluation.
2.3.4	Offers shall be submitted directly by bidder or his authorized agent only. Unsolicited offers shall be summarily rejected.
2.3.5	Bid in single part or techno-commercial bid in <b>two-part</b> system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially accepted bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the accepted bidders.
2.3.6	<p>Whenever specified /called in special /additional /tender specific remakes of tender the Bid Security/ Earnest Money Deposit (EMD)] is to be submitted by bidders along with their bids (except Micro and Small Enterprises (MSEs) or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).</p> <p><u>Modes of deposit</u></p> <p>a) The EMD may be accepted only in the following forms:</p> <p>(i) Electronic Fund Transfer credited in BHEL account (before tender opening).</p> <p>(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).</p> <p>(iii) Fixed Deposit Receipt (FDR).</p> <p>(iv) Bank Guarantee from any of the Scheduled Banks.</p> <p>(v) Insurance Surety Bonds.</p> <p>b) In case the EMD is more than Rupees Two lakh and in case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of foreign bidders) issued/ confirmed from any of the scheduled commercial bank in India in an acceptable form. The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.</p> <p><u>Forfeiture of EMD</u></p> <p>(i) A bidder's EMD will be forfeited if the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.</p> <p>(ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.</p> <p><u>Others Instructions</u></p> <p>(i) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.</p> <p>(ii) Bid security will be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).</p> <p>(iii) EMD shall not carry any interest.</p>
2.3.7	<p>1. Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.</p> <p>2. Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period of offer.</p> <p>3. In case of changes in scope and / or technical specification and / or commercial terms &amp; conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on</p>



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



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





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



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



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





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



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



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	<b>IMPORTS</b> 1) Offer received on FOB/FCA basis may be considered on an exceptional basis. BHEL will load freight, marine insurance & shipping line port handling charges etc. to work out landed cost at Sea Port. 2) Import duty, Taxes and duties as applicable on the date of Part-I bid opening. <b>COMMON LOADING FOR IMPORTS &amp; INDIGENOUS that will be added for arriving the "Total Cost to BHEL"</b> A. Loading on Deviated Penalty clause (LD) as per clause 9.1.14 of GTC B. Loading for payment terms as per clause 16.1 of GTC
20	<b>Variation of orders</b>
20.1	No variation to the Purchase order is permitted unless authorised in writing and signed by or on behalf of purchase executive, BHEL Bhopal.
21	<b>Sub-contract</b>
21.1	BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the details of subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permission shall be obtained from BHEL. However, it shall not absolve the supplier of the responsibility of fulfilling BHEL order requirements.
22	<b>Recovery / deductions of amount from supplier</b>
22.1	a Any amount on account of recovery from consignor / supplier under any condition shall be liable to be adjusted against any amount payable to the consignor/supplier against bills. b For any deficiency in supplies where deduction is involved, an amount as decided by BHEL, shall be deducted from supplier's bills.
23	<b>Safety clause for purchase orders</b>
23.1	The bidders shall maintain and ensure sufficient safety measures as required for inspections and test like HV test. Pneumatic test, Hydraulic test Spring test, Bend test, Material handling and safe working environment etc. to enable Inspection Agency for performing inspection. The bidder shall ensure that all the safety precautions specified in factories Act 1948 chapter-IV Section-21 to 41 are complied with respect to equipment's to be inspected. If any test equipment is found not complying with proper safety requirement, then the inspection agency may withhold inspection, till such time the desired safety requirements are met.
24	<b>Non-Disclosure Agreement</b>
24.1	All Drawing and technical documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. <b><u>BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.</u></b>
	DRAWINGS, PATTERNS & TOOLS: All drawings, patterns & tools supplied by BHEL or made at BHEL's expense are BHEL's property. These cannot be used or referred to any other party and must only be used in the execution of BHEL's orders. These should be preserved at the supplier's cost for a period of not less than 5 years. Patterns & tools should be returned to BHEL within 90 days of issue of the same.
25	<b>Settlement of Disputes &amp; Arbitration</b>
25.1	All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Bidder and the decision of the Purchaser shall be final.
25.2	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
25.3	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
25.4	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal.



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



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28.5	Bank Guarantee wherever called for, shall be in the BHEL prescribed format. In case the order is to be placed in foreign currency, the BG must also be in Foreign currency, so specified by the Purchaser
28.6	Wherever Security Deposit (covering contract performance) is called for in the NIT, deviation shall not be accepted.
28.7	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
29	<p><b>Benefits earmarked for Purchase from Micro &amp; Small Enterprises (MSEs) –</b></p> <p>All benefits as per Government of India guidelines shall be given to eligible bidders.</p> <p>MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, self-attested copies of relevant document, Udyam Registration as applicable stipulated in the MSMED Act or its rules/ regulations as amended from time to time and /or by the buyer. Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.</p> <p>In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL.</p> <p>Note: MSME benefits shall not be given to traders, Dealers or authorised agents.</p> <p>It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.</p> <p>As per the OM No. F. No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small &amp; Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy". In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.</p>
29.1	MSEs shall be given tender documents free of cost and shall be exempted from payment of EMD. Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
29.2	<p>In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to at least 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>A quantum of 6.25% (25% out of target of 25%), so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s).</p> <p>A quantum of minimum of 3% reservation within the above mentioned 25% reservation, so earmarked, will be reserved for MSE's owned by women entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 3% sub-target for procurement earmarked for MSE(s) owned by women entrepreneurs shall be met from other MSE(s).</p> <p>In case of indivisible tender, the full quantity shall be awarded to L1.</p>
29.3	If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
29.4	MSE bidders as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit, self-attested copies of Udyam Registration certificate, along with the offer. No benefits shall be applicable for the enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to





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



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## GENERAL TERMS AND CONDITIONS OF ENQUIRY

32.2.1	<ul style="list-style-type: none"> <li>- The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India.</li> <li>- The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by govt. of India / BHEL</li> <li>- The bidder / supplier / contractor will perform / execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business / money / reputation to BHEL.</li> </ul>
32.2.2	If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on <a href="http://www.bhel.com">www.bhel.com</a> and / or under applicable legal provisions.
32.2.3	<p><b>Preventive checks to eliminate suspected cartel formation between suppliers</b></p> <p>The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.</p> <p>In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines</p> <p><b>Declaration by Bidders</b></p> <p>We declare that the following family firms or sister concern affiliates/ subsidiary firms are participating in the tender No _____</p> <p>1.0 _____</p> <p>2.0 _____</p> <p>3.0 _____</p> <p>I _____ hereby declare on behalf of M/s _____ and family firms or sister concern affiliates/ subsidiary firms listed above that we are not indulging in cartel formation for Enquiry No _____.</p> <p style="text-align: right;">( _____ ) For M/s _____ Seal and Sign</p>
33	<p><b>Public Procurement (Preference to Make in India), Order 2017</b></p> <p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 Dtd 15.06.2017 and 28.05.2018 and subsequent orders issued by both DPIIT and the respective nodal ministries shall be applicable</p> <p>For this procurement, the local content to categorise a supplier as a Class I local supplier/ Class II local Supplier / Non-Local supplier is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.</p> <p><b>Bidder to mention the percentage of local content and place of value addition to manufacture these items in the tender.</b></p>
34	<b>RESTRICTION UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES 2017: As per latest government guidelines</b>
34.1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
34.2	"Bidder" (including the term 'tenderer', 'consultant' or service provider' in certain contexts means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in procurement process.
34.3	<p>Bidder from a country which shares a land border with India" for the purpose of this order means: -</p> <ol style="list-style-type: none"> <li>An entity incorporated, established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a county; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> </ol>



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





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

**Note:**

1.0 Tender Specific conditions shall override relevant provisions of this GTC

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



FORM NO. MM 5627  
Rev - 03

## B.H.E.L., P.O. TERMS & CONDITIONS (INDIGENOUS)

The purchase order is subject to the following terms & conditions unless otherwise specified and directed :-

1. **ORDER ACKNOWLEDGEMENT :**  
Order acknowledgement in the enclosed format must reach the concerned officer of Materials Management Divisions within 4 weeks of purchase order. Failure to do so within stipulated period will be deemed to mean that the order has been accepted by the supplier.
2. **PACKING :**
  - a) The supplier shall securely protect and pack the goods against loss, damage or corrosion in transit. Packing shall allow for easy removal and checking on site and comply with carrier conditions of packing or established trade practice.
  - b) Cases and packing materials shall be supplied free of charge unless otherwise agreed to. Wherever specifically agreed to, empties shall be returned at suppliers expenses but no liability will be accepted by BHEL in respect thereof.
  - c) Damage to the consignment resulting out of poor/inferior packing shall be to the account of the supplier.
3. **MARKING :**
  - a) The following details to be clearly marked on each case/box/packing/bundle and reel.  
i) Consignee ii) BHEL Order No. iii) Gross weight iv) Net weight v) Dimensions in CMS vi) Brief description of item vii) BHEL Destination Code (refer purchase order) viii) Consignor.
  - b) All markings for safety, proper handling, storage, protection etc. are to be clearly marked on the case as per Indian Standard.
4. **CONSIGNEE :**  
Unless otherwise mentioned, all goods shall be consigned as noted below :
  - a) Rail : Sr. Manager, Central Receiving Section, HESG Central Railway via Bhopal.  
Note : Goods must not be consigned to Bhopal Station, HESG via Bhopal is an assisted siding in IRCA Chapter VIII page 373. All goods in small or wagon loads should be booked to this siding.
  - b) Road : Sr. Manager, Central Receiving Section Block VII, BHEL Despatches must be arranged through BHEL's approved transporters on door delivery basis.
  - c) Post/Air parcel : Sr. Manager Central Receiving section Block VII, BHEL, Bhopal - 462 022.
  - d) Supplier not complying with instructions at (a), (b) & (c) above shall do so at their risk and cost.
5. **PRICE :**  
Unless specifically agreed to other wise, all prices shall be treated as FIRM.
6. **TERMS OF PAYMENT :**  
The standard payment terms shall be as specified below and specified in the Purchase Order. It is however made clear that BHEL shall not accept any interest liability.
  - A. Local ancillary and SSI Units and other local parties.  
100% payment on receipt and acceptance of Materials within 90 days of the date of receipt in BHEL.
  - B. Outstation SSI and other Suppliers.  
BHEL prefers "door delivery of material in which case payment shall be within 90 days from the date of despatch. In case documents through Bank 100% payments within 90 days from the date of despatch of Material. Delivery at our works.  
If payment through other negotiable instrument like Bill of Exchange/treasury etc. then the Material to be delivered on "door delivery" basis. 100% payment within 90 days from date of acceptance of negotiable Bill, or Exchange/treasury. Hundies will be accepted by BHEL within 7 days of presentation or otherwise in accordance with contract.

नोट :- भुगतान के संबंधित डाक द्वारा भेजा जायेगा। डाक विभाग द्वारा भेक दिलाने से पूर्व जने दस्तावेजों-आवकियों या अन्य कारणों से अनधिकृत हानि हो जाने पर भुईं खाते के लिए बीएचईल उत्तरदायी नहीं होगा।

NOTE :- The cheque will be sent by Registered post and the Company will in no way be responsible, if loss occurs due to delay by postal authorities or cheque falling into improper hands through forgery or fraud.

7. **DOCUMENTATION :**  
The supplier shall forward four sets of the document as detailed below :-
  - a) I set to the concerned Purchase officer, Materials management Deptt. 2nd floor Administrative Building, BHEL Bhopal-462 022, Comprising of
 

i) Invoice	1 copy
ii) Challan/Despatch Advice note	2 copies
iii) Guarantee Certificate	3 copies
iv) Test Certificate	4 copies
v) Proforma for insurance	2 copies
vi) Photo copy of ED Paying Document	1 copy
vii) Photo copy of LR/RR	1 copy
  - b) IInd set to Dy. General Manager, Central Receiving Section, Block-VII, BHEL, Bhopal-462 022 comprising of :-
 

i) Original LR/RR (if not negotiated through Bank)	
ii) Invoice	1 copy
iii) Challan/Despatch advice note	1 copy
iv) Excise Duty Paying document (Excise challan)	
  - c) IIInd set to Dy. Manager Purchase Bills Section, 4th floor Administrative Building BHEL, Bhopal-462022 comprising of :-
 

i) Signed Invoice	2 copies
ii) Excise Duty Paying Document (duplicate/photo copy)	1 copy
  - d) IVth set to the bank in case of documents negotiated through Bank separately to each Purchase order comprising of :-
 

i) Original RR/LR	
ii) Signed Invoice	2 copies
iii) Original Excise duty Paying Document (only in case of rail despatches)	
iv) Test Certificate	1 copy
v) Guarantee certificate	1 copy

### Note :

- 'C' form shall be issued directly to the supplier. No 'C' form shall be exchanged against documents through Bank. This will be issued once in a year against a P.O.  
In case of materials going to site directly, 'C' form will be issued after suppliers confirmation that he will issue corresponding E1 form.
- Excise only : The original Excise duty paying document or equivalent document indicating tariff item No. and drawn in favour of BHEL, Bhopal for each consignment shall accompany the transporters in case of road despatches and with R/R incase of rail despatches. In case of any other mode of despatch (such as Regd. Post Parcel /Air Parcel etc.) the same shall be forwarded to Sr. Manager, Central Receiving Section, Block VII, BHEL, Bhopal-462 022 directly by registered post/hand delivery. The Excise duty paying document must not be enclosed inside the packing case. No Excise Duty shall be paid in the absence of the above document.
8. **SALES TAX :**  
BHEL Bhopal is registered as a manufacturer under Sales Tax registration No. BPL/BHEL/11, MPST No. BPL/HKL/9, Sales Tax declaration form will be issued as per rules. Supplier is to furnish E-1 form within 15 days after receipt of 'C' form in favour of Sr. Mgr. (Sales Tax) Materials Management Deptt.  
for the despatches direct to customers i.e. Destination other than BHEL Bhopal Otherwise full CST & Penalty will be paid by Supplier.
10. **INSURANCE :**

supply. Wherever possible despatch particulars like MR with date, PO No. and value should be by TLX, TUG to Sr. Mgr. concerned group and to our underwriters (Gram - National Insurance TLX cable/NIC Div).

11. **QUALITY :**  
All the goods supplied and services rendered must be the best of their kind and conform to the a mentioned in the order and/ or to be strictly in accordance with approved samples or drawings.
12. **INSPECTION :**  
All the goods and works are subject to BHEL's inspection or where stipulated by BHEL's client or his nominees at supplier works. Despatch can be arranged against despatch clearance note issued inspection and/or customer's representative, However final acceptance is subject to inspection and : at the destination.
13. **TEST CERTIFICATE :**  
All certificates called for in the specification or order must be sent by Registered Post with the A 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 alongwith the document and stipulated specifications, BHEL reserves the right to get the material tested and recover the expenses from I without awaiting suppliers confirmation.
14. **GUARANTEE :**  
All goods shall be free from any defect due to faulty design/material and / or workmanship/erect called for) and will be guaranteed for a period of twelve months from the date of commissioning of it 24 months from the date of despatch whichever is earlier. However, for any "Type defects" Sup responsible even after 24 months, if failure of the item on a/c of this.  
Where the contract stipulates submission of Bank guarantee the Suppliers shall get validity period extended from the Bank as and when required, failing which it will be treated as Breach of the ti contract and the contract is liable to be cancelled and the loss suffered by BHEL shall be recoverat supplier.
15. **REJECTION :**  
If any goods are rejected, BHEL shall be at liberty to take action as per following at the risk and cost
  - a) Allow the supplier, where ever mutually agreed, to rectify the rejected goods at BHEL's work within time as fixed by BHEL.
  - or
  - b) Allow the supplier to make free replacement within a specified period. Rejected goods can be I supplier thereafter.
  - or
  - c) Allow supplier to refund the full amount paid to him by BHEL by a demand draft before lifting the reje Fresh replacement shall be regulated as per terms and condition of the original Purchase Order.
  - or
  - d) Take alternate procurement action from elsewhere and recover the difference in cost. If any, incur in this regard from the supplier. The supplier shall not be entitled to any gain on repurchase.
  - or
  - e) Terminate the contract either in part or in whole at the discretion of BHEL and recover the loss if a supplier.
  - or
  - f) Any goods rejected by BHEL must be removed by the supplier after making payment through De within 45 days from the date of intimation of rejection or 30 days after receipt to of the intimation which ever is earlier. If the goods are not removed within the period stipulated above, the goods sh to be sold by BHEL and the proceeds there of shall be adjusted towards storage charge and or of
16. **DRAWINGS, PATTERNS & TOOLS :**  
All drawings as also all patterns and tool supplied by BHEL or made at BHEL's expense are BHEL These cannot be used or referred to any other party and must only be used in the execution of BHE These should be preserved at the supplier's cost for a period of not less than 5 year.
17. **INDEMNITY :**  
Supplier shall Indemnify BHEL against the following:

- a) Any claim or infringement of letters, patent or registered design by the use or sale of any article supplied to BHEL and against all costs and damages which may incur in any action for such infrings which BHEL become liable in any such action.
- b) All claims for injury or damages caused by the suppliers negligence or the negligence of supplier' or arising from any defect in the goods supplied or on the work carried out by the supplier.
- c) All claims for injury to the supplier's employees or agents employees whilst on BHEL premise.
18. **SUB-CONTRACT :**  
BHEL's order or part there off, if further to be subcontracted in exceptional circumstances the subcontracting and to whom to be subcontracted shall be furnished to BHEL and written permissi obtained from BHEL. However it shall not absolve the supplier of the responsibility of fulfilling t requirements.
19. **VARIATION OF ORDERS :**  
No variation to this order is permitted unless authorised in writing and signed by or on behalf c executive. BHEL Bhopal.
20. **LIQUIDATION DAMAGE/PENALTY :**
  - a) Failure to effect supply by the time specified in the order or period of extension granted in writing by make the supplier liable to pay liquidated damage/an unconditional penalty, as the case may be, c Percent) of the price of the goods in arrears per week at the discretion of BHEL, subject to a maxim of the order value.
  - b) If the material is not supplied within stipulated time BHEL shall be within their right to cancel the c purchase, the material through any other source at the risk and cost of the supplier, In such an ever obligatory on the defaulting supplier to make good any loss suffered by BHEL.
21. **ADJUSTMENT OF RECOVERY OF AMOUNT PAYABLE BY THE SUPPLIER :**  
Any amount payable by the consignee/supplier under any of the condition of this contract shall be adjusted against any amount payable to the consignee/supplier under any other/works/contract him. This is without prejudice to any other action as may be deemed fit by BHEL.
22. **JURISDICTION :**  
All suits or any matters arising out of this purchase order shall be lie in BHOPAL COURTS ONLY.
23. **ARBITRATION :**  
In all cases of disputes emanating from and in reference to this Purchase Order the matter shall b the arbitration of the sole arbitration of the Executive Director/ GM of BHEL, Bhopal or any of (including an employee of BHEL, even though he had to deal with the matter relating to this P.O. in a nominated by the said Executive Director/ GM to act as sole arbitrator. The arbitration shall be i ARBITRATION AND CONCILIATION ACT OF 1996 and the rules there under. The arbitrator may t times with the consent of the parties enlarge the time for making and publishing the award.
24. **HAZARDOUS/TOXIC CHEMICALS :**  
Supplier to supply the "Material Safety Data Sheet (MSDS)" in the standard prescribed proforma environment act Schedule-9 Rule 17, Manufacture, Storage And Import of chemicals Rule-1981
25. **SAFETY CLAUSE FOR PURCHASE ORDERS :**  
The vendors shall maintain and ensure sufficient safety measures as required for inspections and t test, Pneumatic test, Hydraulic test, Spring test, Bend test, Material handling and safe working e etc. to enable inspection Agency for performing inspection.  
The vendor shall ensure that all the safety precautions specified in factories Act 1948 Chapter-IV to 41 are complied with respect to equipments to be inspected.  
If any test enrolment is found not complying with proper safety requirements, then the inspection



In all cases Supplier must furnish despatch particulars for each consignment in the format enclosed with the purchase order in duplicate by registered post to Sr. Mgr. (M.M.) concerned, Administrative Building, BH&L, Bhopal-462 022 and one form to Branch Manager, M/s National Insurance Co. Ltd., First Floor, 8, Indrapuri, Bhopal-462 021 immediately after despatch of material. The documents should reach within 10 days from the date of despatch. Failure to do so will make the supplier responsible for making good any loss. Please note that insurance by BH&L does not absolve the suppliers from the responsibility of defective bad packing, short/wrong

with hold inspection, till such time the desired safety requirements are met.